



City of East Grand Rapids
Regular City Commission Meeting
Agenda

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

Begins at 6 pm.

October 21, 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. Consider approving Attorney Fred Schubkegel with Varnum and Susan Wenzlick with Fishbeck to assist with the potential establishment of a Brownfield Redevelopment Authority for the City of East Grand Rapids.
7. Consider approving the franchise extension from Comcast for cable television services in East Grand Rapids.
8. Consider approving an agreement between the City and Gaslight Investors LLC permitting them to demolish the upper level of their current parking deck.
9. Consider approval of contracts for lead water service line replacements for FY 24/25.
10. Consider approval of a resolution and bids relating to the Robinson Road/Cascade Road – Side Path/Sidewalk Project.
11. Consider approving the addition of a loan option to City employer/employee’s 401(A) Defined Contribution Plan.

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

12. Minutes of the regular meeting held October 7, 2024.
13. Disbursement of funds: payroll disbursements of \$294,163.39; county and school disbursements of \$148,832.10, and total remaining disbursements of \$389,792.02.

* * *

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

MEMORANDUM

TO: Honorable Mayor and City Commissioners
FROM: Shea Charles, City Manager
DATE: October 16, 2024

RE: Brownfield Redevelopment Authority – Consultant & Attorney

Action Requested: That the City Commission consider approving Attorney Fred Schubkegel with Varnum and Susan Wenzlick with Fishbeck to assist with the potential establishment of a Brownfield Redevelopment Authority for the City of East Grand Rapids.

Background: Gaslight Investor's recent Planned Unit Development submittal includes an affordable housing component initially proposed to be 10% of the project. In discussing the project with the developers and researching other significant projects in the region as well as throughout the State of Michigan, most require assistance to be financially viable. In 2023, the State of Michigan approved legislation, Public Act 90 of 2023, amending the State's Brownfield Act allowing use of this funding tool by projects with an affordable housing component. Prior to this change only properties that meet certain criteria could utilize this tool.

PROPOSED CONSULTANTS

We have identified two resources to assist the City is establishing its own Brownfield Authority – consultant Susan Wenzlick with Fishbeck and attorney Fred Schubkegel with Varnum. Both have extensive experience with Brownfield Authorities. Ms. Wenzlick previously worked for Michigan Department of Environment, Great Lakes, and Energy (EGLE) with a focus on brownfields. Mr. Schubkegel has extensive experience working on various brownfield projects throughout Michigan. Fees for the project will be approximately \$15,0000 (\$5,000 Fischbeck, \$10,000 Varnum). The entire process will take about three to four months to complete.

Ms. Wenzlick will be attending the October 21st City Commission meeting to discuss the process and how the Housing TIF works with the Commission.

WHAT IS A BROWNFIELD REDEVELOPMENT AUTHORITY?

The Brownfield Redevelopment Act was established as a tool to provide funding for contaminated properties through tax-increment-financing (TIF). The purpose was to redevelop existing properties that were not previously financially feasible due to remediation activities. The original was adopted in 1996 and has been amended and expanded many times including the 2023 amendments to promote housing opportunities.

HOW TIF WORKS

Tax Increment Financing (TIF) captures new taxes that are generated by the redevelopment of property. Once a TIF district is approved a baseline value is established then any growth whether it is from new investment, normal growth in value, or additional millages, will be captured. In the case of a brownfield, the captured funds are paid to the developer to reimburse them for previously approved expenditures incurred during construction.

The advantage of using a TIF is the community does not lose any revenues it was previously collecting, only those new revenues going forward for a set period of time.

Ms. Wenzlick will be attending the October 21st City Commission meeting to present an overview of the new Housing TIF law as well as the general mechanics of a BRA. (Presentation attached)

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

Shea Charles, City Manager



211 East Water Street | Suite 400
Kalamazoo, Michigan 49007

Telephone 269 / 382-2300 | Fax 269 / 382-2009 | www.varnumlaw.com

Alfred L. Schubkegel, Jr.
Admitted in Michigan, Illinois and Pennsylvania

Direct 269 / 553-3514
flschubkegel@varnumlaw.com

August 22, 2024

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

Re: Legal Representation

Dear Shea:

We are pleased that you have chosen to engage our firm to represent you in connection with the formation of a Brownfield Redevelopment Authority (the "Initial Matter"), and other legal matters assigned by you from time to time. This letter is intended to set forth our understanding of the legal services to be performed, and the basis upon which we will be paid for those services.

I will oversee the Initial Matter and will be the Client Service Manager. I will use the services of Sue Wyngaarden, Elliott Berlin and 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.

In most circumstances, our range of rates is from \$365 per hour for an associate attorney to \$670 per hour for a senior partner, and \$210 per hour to \$400 per hour for paralegals. The rates for your Varnum team will be as follows:

NAME	POSITION/ROLE	STANDARD RATE	CITY RATE
Fred Schubkegel	Partner/Supervisory	\$710/hr	\$595/hr
Sue Wyngaarden	Partner/Supervisory	\$710/hr	\$595/hr
Elliott Berlin	Partner/Primary	\$505/hr	\$435/hr

We anticipate that our services for the Initial Matter will include the following:

- Preparation of Timetable to Establish Brownfield Redevelopment Authority
- Resolution of Intent to establish Authority
- Notice of hearing
- Letters to taxing jurisdictions
- Resolution Establishing Authority

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- Bylaws of Authority
- Filings with the State of Michigan for formation of Authority

As we discussed, we have established a budget of \$10,000 for the Initial Matter. This budgeted amount is not a fixed fee, nor is it a cap on our legal fees. It is simply our best estimate, based on our prior experience, of the amount of legal fees likely to be incurred in connection with the Initial Matter.

The actual amount of legal fees incurred may be less or more than the budgeted amount. That being said, we will make every effort to provide our services related to the Initial Matter in line with the budgeted amount, and we will let you know if it appears that the budgeted amount may need to be exceeded, so that we can discuss an appropriate increase in the budget or reduction in the scope of our legal services.

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 the enclosed copy of this letter at the bottom and return it to me. An emailed scan of just the signature page is fine if that is easiest for you.

Once again, we appreciate the opportunity to be of service to you and look forward to working with you. Please do not hesitate to call at any time 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



Alfred L. Schubkegel, Jr.

ALS/trw
Enclosure

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ACCEPTED AND AGREED:

CITY OF EAST GRAND RAPIDS

By: _____
Shea Charles, City Manager

Date: August __, 2024

26096403.1

VARNUM LLP
SERVICE AND BILLING MEMORANDUM

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

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

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.

October 1, 2024

Shea Charles, City Manager
City of East Grand Rapids
SCharles@eastgr.org

**Proposal for Brownfield Consulting Services
City of East Grand Rapids**

Thank you so much for contacting me about starting a Brownfield Redevelopment Authority (BRA) in East Grand Rapids. Fishbeck is pleased to provide this proposal for brownfield consulting services to help you create a BRA and help its members and your city council understand brownfield incentives.

Scope of Services

To establish a BRA, Fishbeck will:

- Draft a resolution of intent to establish a BRA as required by state statute and assist with the preparation and coordination of public notices for a public hearing on the resolution.
- Attend the City public hearing and participate as needed.
- Guide the City on filing the resolution with the State of Michigan.
- Advise the City on board member appointments.
- Attend and participate in the first BRA organizational meeting.
- Assist the BRA with the development of bylaws and draft a resolution approving the BRA bylaws.
- Provide at least one education session to BRA members to explain tax increment financing, eligible activities, eligible property, and the brownfield plan approval process.

At your request, Fishbeck can provide ongoing support to the BRA, including BRA guidance documents and application materials, brownfield plan and work plan reviews, communications with developers, developer reimbursement agreements, and tracking for approved plans, work plans, and developer reimbursements.

Cost and Authorization

Fishbeck proposes to perform the scope of services described above at the following hourly rates, not to exceed Five Thousand Dollars (\$5,000) for the bulleted items without your prior approval.

**City of East Grand Rapids
Brownfield Redevelopment Authority Support**

Staff	2024 Hourly Rate	Role
Susan Wenzlick	\$165	Senior Brownfield Specialist
Olivia Selby	\$91	Environmental Specialist
Ariane Savoy	\$91	Administrative Assistant

Mileage is charged at the current federal rate. In 2024, the rate is \$0.67 per mile.

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to me. This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Schedule

Within one week of authorization to proceed, Fishbeck will coordinate initial steps with the City and develop a timeline to complete the process of forming the BRA.

We appreciate the opportunity to work with the City on this project. If you have any questions or require additional information, please contact me at 231.394.1657 or swenzlick@fishbeck.com.

Sincerely,



Susan Wenzlick

Senior Brownfield Specialist

Attachments

By email



Adopting a Brownfield Plan

Pursuant to the
Brownfield Redevelopment Financing Act,
1996 PA 381, as amended
Gretchen Whitmer, Governor



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

Liesl Eichler Clark, Director

Michigan Department of Environment, Great Lakes,
and Energy

www.michigan.gov/eglebrownfields



Uptown at Rivers Edge Redevelopment
City of Bay City



MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

Jeff Mason, CEO

Michigan Economic Development Corporation

<https://www.miplace.org/programs/brownfield-tax-increment-financing/>

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INTRODUCTION

The Brownfield Redevelopment Financing Act, 1996 Public Act (PA) 381, as amended (Act 381) (Michigan Compiled Law [\[MCL\] 125.2651 through 125.2672](#)) authorizes Brownfield Redevelopment Authorities (BRAs) to approve Brownfield Plans and Act 381 Work Plans that help revitalize, redevelop, and reuse contaminated, blighted, functionally obsolete, or historic resources. Under Act 381, eligible school and local tax revenues can be captured and used to reduce the burden of brownfield-related costs when redeveloping affected properties through a process called tax increment financing (TIF).

Act 381 prescribes the powers and duties of BRAs and certain powers and duties of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the Michigan Strategic Fund (MSF). The Michigan Economic Development Corporation (MEDC) serves as staff support to the MSF.

The following document is provided by EGLE and the MSF to assist with the preparation of and adoption process for Brownfield Plans to allow for the capture of local tax increment revenue (TIR) and/or as the first step to allow for the capture of state school TIR.

This guide is designed to clarify parts of Act 381, but should not be relied upon as a substitute for a thorough reading and understanding of the statute. Users should contact their legal counsel regarding any issues with Act 381.

ACRONYMS OR DEFINITIONS

BRA – Brownfield Redevelopment Authority
CIA – Corridor Improvement Authority
DDA – Downtown Development Authority
EGLE – Michigan Department of Environment, Great Lakes, and Energy
LBRF – Local Brownfield Remediation Fund
LID – Low Impact Design
LBFTA – Land Bank Fast Track Authority
MBT – Michigan Business Tax
MCRP – Michigan Community Revitalization Program
MCL – Michigan Compiled Laws
MEDC – Michigan Economic Development Corporation
MSF – Michigan Strategic Fund
NREPA – Natural Resources and Environmental Protection Act
P.E. – Professional Engineer
QLGU – Qualified Local Governmental Unit
SBRF – State Brownfield Revolving Fund
SET – State Education Tax
TIF – Tax Increment Financing
TIR – Tax Increment Revenues
TRA – Targeted Redevelopment Area

“School” tax increment financing – includes state education tax plus taxes levied for school operating purposes (does not include intermediate school district [ISD] tax which is considered a local tax)

Part 1 - Eligibility

Eligible Property

To be considered eligible, property must be included in a Brownfield Plan and qualify as either a facility, functionally obsolete, blighted, historic resource, transit oriented property or development or targeted redevelopment area;

Properties are tax identification parcels that have corresponding legal descriptions.

"Facility/site/property" is defined by Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101(s) (also see [Part 201 Citizen's Guide](#)) or defined by Part 213, Leaking Underground Storage Tanks of NREPA, MCL 324.21303(d) and (m). The parcel(s) needs to be determined to be a facility (site or property) prior to preparation of a Brownfield Plan. Parcels adjacent or contiguous to a facility (site or property) do not have to be facilities (sites or properties) for non-environmental eligible activities to be conducted on them if the development of those parcels is estimated to increase the captured taxable value of the eligible property.

"Blighted" means property that meets any of the following criteria as determined by the governing body:

Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.

Is an attractive nuisance to children because of physical condition, use, or occupancy.

Is a fire hazard or is otherwise dangerous to the safety of persons or property.

Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.

Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local governmental unit, county, or this state after the property's inclusion in a Brownfield Plan shall not result in the loss to the property of the status as blighted property for purposes of this act.

Is property owned or under the control of a land bank fast track authority (LBFTA) under the land bank fast track act, 2003 PA 258, as amended, MCL 124.751 through 124.774, whether or not located within a qualified local governmental unit (QLGU). Property included within a Brownfield Plan prior to the date it meets the requirements of this subdivision to be eligible property shall be considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease, or transfer of the property by a LBFTA after the property's inclusion in a Brownfield Plan shall not result in the loss to the property of the status as blighted property for purposes of this act.

Has substantial subsurface demolition debris buried on site so that the property is unfit for its intended use.

"Functionally obsolete" means that the property is unable to be used to adequately perform the

function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself, or the property's relationship with other surrounding property.

“Historic Resource” means a publicly or privately owned historic building, structure, site, object, feature or open space either man-made or natural, individually listed, or located within and contributing to a historic district designated by the national register of historic places, the state register of historic sites, or a local unit acting under the Local Historic Districts Act, 1970 PA 169, MCL 399.201 through 399.215.

“Targeted Redevelopment Area (TRA)” means between at least 40 and no more than 500 contiguous parcels located within a QLGU and designated as a TRA by resolution of the governing body and approved by the MSF.

A Brownfield Plan must be developed for a TRA. The TRA designation must be approved by both the local jurisdiction and the MSF, regardless if it is local only tax capture. No more than five TRAs may be approved per year across the state, and there is a maximum of two per jurisdiction, per year.

The TRA Brownfield Plan should fully describe what the goals of the project are and why the area should qualify for the designation. MSF will consider support for a TRA based on the prevalence of Brownfield conditions throughout the proposed area, and the likelihood that designation will lead to significant alleviation of Brownfield conditions. Capture on all parcels must begin at the same time within 5 years of inclusion in the Brownfield Plan.

“Transit oriented property” means property that houses a transit station in a manner that promotes transit ridership or passenger rail use.

“Transit oriented development” means infrastructure improvements that are located within ½ mile of a transit station or transit oriented property that promotes transit ridership or passenger rail use as determined by the municipality.

“Adjacent and/or contiguous” means parcels adjacent and/or contiguous to eligible property if the development of the adjacent and/or contiguous parcels is estimated to increase the captured taxable value of that property. *Property adjacent to a facility may be included in a Brownfield Plan, but eligible activities can only occur on the eligible property.*

Publicly owned streets, alleyways, waterways, public or private easements, or similar divisions crossing or separating parcels may be ignored when determining adjacent and/or contiguous status, as long as the divided or separated parcel is under the same ownership as the qualifying property and is within reasonable distance and no major obstruction between the parcels.

Eligible Activities

Eligible Activities are actions that are undertaken to redevelop a brownfield property, the costs for which are eligible for reimbursement via TIF. The MSF approves eligible activities based on QLGU (or Core Community) status. Please see the detailed list [here](#) to determine whether your municipality is a QLGU.

In general the following activities are eligible under Act 381:

- Brownfield Plan and Act 381 Work Plan preparation
- Brownfield Plan and Act 381 Work Plan implementation
- Interest paid on eligible activities

Eligible Environmental Activities

- Pre-demolition and building hazardous materials surveys
- Asbestos, mold, and lead surveys
- Department specific activities including:
 - Site investigations and baseline environmental assessments (BEAs)
 - Due care activities including preparing a plan for compliance with due care
 - Response activities
 - Removal and closure of underground storage tanks (USTs)
 - Disposal of solid waste, as defined in Part 115, Solid Waste Management, of NREPA, MCL 324.11501 through 324.11554
 - Dust control during construction
 - Removal and disposal of contaminated lake or river sediments
 - Industrial cleaning
 - Sheeting and shoring necessary for safe removal of contaminated materials
 - Lead, mold, or asbestos abatement when they are an imminent and significant threat
 - Demolition that is a response activity
 - Environmental insurance
 - Other environmental actions in addition to the minimum requirements of due care
- According to Act 381 Section 13b(9)(b), local TIR may be used to conduct eligible environmental activities on eligible property or prospective eligible properties prior to approval of a Brownfield Plan, if those costs and eligible property are subsequently included in a Brownfield Plan.

Non-Environmental Eligible Activities

- Statewide
 - Lead, mold, or asbestos surveys and abatement
 - Site and building demolition that is not a response activity
 - Relocation of public buildings or operations for economic development purposes
- Site located in a QLGU, economic opportunity zone, or that is a former mill
 - Infrastructure improvements that directly benefit an eligible property
 - Site preparation that is not a response activity
- Site owned or controlled by a QLGU or LBFTA
 - Infrastructure improvements that directly benefit an eligible property
 - Site preparation that is not a response activity
 - Assistance clearing or quieting a title to, selling, or otherwise conveying property and acquisition of a property by the QLGU or LBFTA

Please consult with EGLE and/or MEDC staff prior to incurring costs so all parties clearly understand

which activities are potentially eligible, and the timeframe for incurring the costs. Any costs incurred for MSF eligible activities prior to approval of the Brownfield Plan, Work Plan, or Combined Brownfield Plan are made at the risk of the project, and school TIF may not be approved for those activities.

Costs incurred for EGLE eligible activities prior to Work Plan approval are not eligible for reimbursement for school TIF with the exception of pre-approved activities. Eligible activities may be conducted using only local TIR without EGLE approval of a Work Plan.

Refer to the [Act 381 Work Plan Guidance](#) for further information on costs EGLE and MSF may consider eligible for capture of school taxes and submittal of an Act 381 Work Plan or Combined Brownfield Plan.

Part 2 - Tax Increment Financing

Initial Taxable Value and Increment

Cleanup and redevelopment of a brownfield property will increase the taxable value of the property, and therefore will increase the property taxes generated from the property. The increased tax revenues above the base taxable value resulting from redevelopment are known as Tax Increment Revenue (TIR), or more commonly as captured taxes. Taxes captured under Act 381 can reimburse eligible environmental and non-environmental activity costs. Taxing jurisdictions continue to receive base year tax revenues until the Brownfield Plan ends, at which time the TIR reverts to the taxing jurisdictions.

The property's initial taxable value (or "base year") can be the year in which the Brownfield Plan is approved, or the next assessment year following approval of the Brownfield Plan.

If TIR is not generated for three consecutive years due to declines in taxable value, the initial assessed (taxable) value may be lowered through a Brownfield Plan amendment once during the term of the Plan.

Tax Increment Revenue Initial Capture Date and Capture Period

For eligible property included in a Brownfield Plan, the beginning date of capture of TIR shall be identified to begin up to five years from the Brownfield Plan approval date, after which, the 30 year limit for capture begins. The beginning date of capture may not be amended if the jurisdiction has begun to reimburse costs on the eligible property.

TIR capture does not have to be collection of actual dollars, but is the date that was set in the Brownfield Plan to begin capture within five years of the eligible property being approved in the Brownfield Plan.

A Brownfield Plan that did not include tax capture, but was created for the purposes of an MBT tax credit cannot be amended to begin capture if it is outside of five years from the original approval date. However, the Brownfield Plan is considered valid for the term of the MBT credit eligible investment period.

If an eligible property was not previously included in the Brownfield Plan and is being added via an amendment, the beginning date of capture of TIR can begin up to five years from the date that the eligible property is included in the amended Brownfield Plan. The number of years of tax capture for the eligible properties in the original Brownfield Plan remains the same as originally approved.

If seeking capture of state school taxes, the [TIF table](#) template format provided by EGLE and MSF is required for approval.

TIR and Applicable Taxes

TIR from all ad valorem, personal property, and specific taxes, including taxes levied for school operating purposes, are eligible for capture with approval from EGLE and/or MSF. The intermediate school district tax is not a school tax under Act 381.

If a new millage is passed by the jurisdiction after the Brownfield Plan has been approved, that new millage is added to, and captured as, TIR.

Neither ad valorem special assessments nor State Essential Services Assessments are available for capture under a Brownfield Plan. Taxes levied to pay off specific obligations such as bonds are typically not available for capture.

The amount of allowable local and school tax capture is limited to the actual cost of eligible activities

approved by EGLE and/or MSF, except as provided by Act 381 Section 8 for deposit into the local brownfield revolving fund (LBRF).

Proportionality of School and Local Taxes

If seeking to capture school TIR, refer to the [Act 381 Work Plan Guidance](#) for information regarding the proportionality between school and local taxes.

Part 3 - Liability

Liable Party Prohibitions for Environmental Activities

Act 381 Section 13(b)(1) does not prohibit a BRA from using local TIR to conduct environmental eligible activities when a party who is responsible for an activity causing a release (responsible party or person) under MCL 324.20126 and MCL 324.21323a may benefit from the project. However, school TIR cannot be used when a responsible party may benefit. Refer to the [Act 381 Work Plan Guidance](#) for help on liability questions.

Part 4 - Local Brownfield Revolving Fund

According to Act 381 Section 8, a BRA may establish a Local Brownfield Revolving Fund (LBRF) and approve TIR capture in excess of eligible costs.

- Excess TIR captured for the LBRF cannot exceed the total cost of eligible EGLE activities approved in the Brownfield Plan.
- Excess school TIR captured for the LBRF cannot exceed the total cost of eligible EGLE activities in an approved Act 381 Work Plan.
- School TIR may not be captured on eligible activities approved by the MSF for deposit into the LBRF.

The BRA may use both local and school portions of the LBRF to conduct eligible activities on other eligible properties without EGLE or MSF approval.

Act 381 does not expressly prohibit a BRA from establishing an LBRF after a Brownfield Plan has been adopted. However, if tax capture has begun or is completed for a specific project, then the BRA should amend the Brownfield Plan to capture TIR for an additional five years or up to the statutory limits of funding (no more than the original amount of TIF and no more than the amount of school TIR approved for capture) for the LBRF.

If you are requesting school TIR for your LBRF, EGLE requires an Act 381 Work Plan that includes a description of the eligible activities and will undertake its normal review of those activities.

Part 5 – Brownfield Plans

A Brownfield Plan has three main functions:

1. It establishes the boundary of the eligible property
2. It describes how the eligible property qualifies as a Brownfield
3. It outlines the costs of the eligible activities that must be undertaken to alleviate the Brownfield conditions and prepare the site for redevelopment

Please see the Brownfield Plan Template or Combined Brownfield Plan Instructions on the MEDC website for a detailed explanation of specific information that needs to be incorporated into the Brownfield Plan.

How to Adopt a Brownfield Plan

Step 1 – Brownfield Plan Preparation

Act 381 Section 13(2) requires a Brownfield Plan to include:

- A description of the costs to be paid with the TIR
- A brief summary of the eligible activities proposed for each eligible property
- For properties owned or controlled by a LBFTA, a listing of all eligible activities and a brief summary of eligible activities that may be conducted on one or more of the eligible properties
- An estimate of the anticipated captured taxable value and TIR from the eligible property for each year of the Brownfield Plan, including deposits in the LBRF
- The method by which the cost to implement the Brownfield Plan will be financed, including a description of any advances made from the municipality
- The maximum amount of note or bonded indebtedness to be incurred, if any
- The proposed beginning date and duration of TIR
- An estimate of the total anticipated TIR for the duration of the Brownfield Plan for all taxing jurisdictions in which the eligible property is located
- Eligible property information including:
 - A legal description of the eligible property(ies)
 - A map showing the location and dimensions of each eligible property
 - A statement of the characteristics that make the property eligible
 - A statement indicating whether personal property is included in the eligible property's taxable value
 - If the project is located on property that is functionally obsolete, the taxpayer shall include with the application, an affidavit signed by a Michigan Certified Assessing Officer (former level 3 assessor) or Michigan Master Assessing Officer (former level 4 assessor), which states that it is the assessor's expert opinion that the property is functionally obsolete and the underlying basis for that opinion.
- An estimate of the number of persons residing on each eligible property to which the Brownfield Plan applies and the number of families and individuals to be displaced
- A plan for establishing priority for the relocation of persons displaced by implementation of the Brownfield Plan
- Provision for the costs of relocating persons displaced by implementation of the Brownfield Plan, and financial assistance and reimbursement of expenses, including litigation expenses and expenses incidental to the transfer of title, in accordance with the standards and provisions of Chapter 61, Federal Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, of the Public Health and Welfare Law, U.S. Code 42,

as amended 4601 through 4655.

- A strategy for compliance with the Relocation Assistance Act, 1972 PA 227, MCL 213.321 through 213.332
- Other material that the BRA or governing body considers pertinent to the Brownfield Plan

Tips:

- Tax parcel identification number(s) should be included in the Brownfield Plan in addition to the legal description.
- The maximum duration of a Brownfield Plan is 35 years (up to five years to begin capture and up to 30 years for capture); however, capture of TIR from an eligible property is limited to the lesser of the length of time required to reimburse eligible costs and deposit to the LBRF or 30 years.
- A Brownfield Plan should identify if interest costs associated with the financing of the eligible activities will be reimbursed, if school TIR will be used for interest reimbursement, the interest rate, and interest amount. An interest calculator is provided on the MEDC website.
- The BRA may adopt multiple Brownfield Plans, each with a single property, or groups of properties, or a single Brownfield Plan with multiple properties.
- The BRA should approve the Brownfield Plan and forward it to the local governing body for a public hearing and required approval.
- Brownfield Plan Template and Instructions are provided on the MEDC website.

Step 2 – Public Hearing Notification

The local governing body must hold a public hearing before approving or amending a Brownfield Plan. Public hearing notices must state the time, date and place of the public hearing, and state that the property description, maps, description of the Brownfield Plan, and other appropriate information is available for public review at a specified location. The notices must also state that all aspects of the Brownfield Plan are open for discussion at the public hearing.

Tips:

- The local governing body may delegate the public hearing process to the BRA or to a subcommittee of the governing body.
- A sample Notice of Public Hearing is provided on the MEDC website.

Step 3 – Taxing Jurisdiction Notification

The local governing body must notify all affected taxing jurisdictions from which TIR will be captured under the Brownfield Plan. The draft Brownfield Plan should be submitted to all affected taxing jurisdictions with the notice to inform them of the Brownfield Plan’s fiscal and economic implications.

Taxing jurisdictions must be notified with a notice to all affected taxing jurisdictions at least ten days prior to the public hearing on the Brownfield Plan. If the Brownfield Plan includes the capture and use of school taxes, the governing body must also notify EGLE and/or the MSF depending on the types of eligible activities to be reimbursed with school taxes. This notice must also be given at least 10 days prior to the public hearing on the Brownfield Plan. The same notification that is provided to the taxing jurisdictions can be used for notifying EGLE and MSF. For address/contact information refer to the [Act 381 Work Plan Guidance](#).

Tip:

- A sample Notice to All Affected Taxing Jurisdictions is provided on the MEDC website in the Act

Step 4 – Public Hearing

The local governing body must hold the public hearing on the date stated in the notice in accordance with the Open Meetings Act, 1976 PA 267, MCL 15.261 through 15.275 and any local requirements, and note all comments including all data presented at the hearing.

Step 5 – Adoption of a Brownfield Plan

The governing body must determine whether the project described in the Brownfield Plan constitutes a public purpose. If the Brownfield Plan is determined to constitute a public purpose, the governing body may adopt the Brownfield Plan by resolution. The resolution must include a series of factual findings and legal conclusions related to financing and other issues.

Tips:

- If the BRA wants to use school taxes for certain environmental eligible activities, an Act 381 Work Plan “Work Plan” or “Combined Brownfield Plan” must be submitted and approved by EGLE.
- If the BRA wants to use school taxes for non-environmental eligible activities, a Work Plan or Combined Brownfield Plan must be submitted and approved by the MSF. In addition, a development agreement or reimbursement agreement between the BRA or municipality and owner or developer of the eligible property is required.
- It’s helpful to provide EGLE and/or MEDC with a draft Work Plan or Combined Brownfield Plan prior to approval.
- Procedure, adequacy of notice and findings with respect to purpose and captured tax value shall be presumptively valid unless contested in a court of law within 60 days after the governing body adopts the Brownfield Plan.
- A sample Resolution Adopting a Brownfield Plan is provided by the MSF and EGLE.

Concurrence

The village, city or township where the property is located must concur when a property from its jurisdiction will be included in a county BRA’s Brownfield Plan. The executive body of the local jurisdiction must approve tax capture for the project via resolution.

Administrative Fees

A BRA may use local TIR for BRA administrative and operating expenses. In each fiscal year, the amount of TIR that can be used for administrative and operating expenses purposes is:

NUMBER OF ACTIVE PROJECTS	AMOUNT
5 OR FEWER	\$100,000
6 TO 10	\$125,000
11 TO 15	\$175,000
16 TO 20	\$200,000
26 TO 30	\$300,000
31 OR MORE	\$500,000

Fees may be increased by increments of two percent (2%) for each written agreement entered into by a County BRA to serve as another municipality’s BRA, or 2% if a BRA enters into an agreement with one or more other authorities to administer one or more administrative operations of those other authorities, up to ten percent (10%) total.

State Brownfield Redevelopment Fund

The State Brownfield Redevelopment Fund (SBRF) is a revolving fund within the Department of Treasury. If school taxes will be captured, refer to the [Act 381 Work Plan Guidance](#) regarding SBRF contribution requirements. SBRF contribution is not required for Brownfield Plans that will reimburse eligible expenses solely with local TIR.

Combined Brownfield Plan

According to Act 381 Section 15, a BRA may submit a Combined Brownfield Plan to EGLE and/or MSF for review. A Combined Brownfield Plan contains all of the information required in a Brownfield Plan and an Act 381 Work Plan, potentially reducing review and approval time.

The BRA must notify EGLE and/or MSF At least 30 days prior to the public hearing that the BRA is seeking approval of the Combined Brownfield Plan.

Combined Brownfield Plan Instructions are provided on the MEDC website.

Brownfield Plan Amendment

A BRA may wish to amend a Brownfield Plan to include additional costs. If school TIR will be used for the additional costs, the BRA must seek approval from the MSF and EGLE for those costs through an Act 381 Work Plan or amendment of the original Act 381 Work Plan, or the BRA can approve the additional costs using only local TIR.

Abolishing or Terminating a Brownfield Plan

When a project is finished and all costs under that Brownfield Plan have been reimbursed, the governing body may abolish the Brownfield Plan. If eligible activities in the Brownfield Plan fail to occur within two years following the date of the resolution adopting the Brownfield Plan, the governing body may terminate the Brownfield Plan via resolution provided that the governing body first gives the developer 30 days' prior written notice and provides the developer an opportunity to be heard at a public hearing.

If a new project later develops on eligible property that was in a Brownfield Plan previously terminated, the jurisdiction may create a new Brownfield Plan for that property, which would restart the five year clock for TIR capture to begin, and TIR may be captured for up to 30 years on the property under the new Brownfield Plan. If seeking capture of school taxes, the SBRF contribution is applicable to the properties under the new Brownfield Plan.

Abolishing or Terminating a Brownfield Plan that includes a Single Business Tax (SBT) or Michigan Business Tax (MBT) brownfield credit may impact the availability of the credit. Please contact Brownfield staff for further information.

Part 6 – Brownfield Annual Reporting

BRAs are required by law to annually report Act 381 Brownfield TIR to the MEDC. Reports are due no later than August 31 for the previous year via an online portal. Please note that jurisdictions are required to report both local and school tax capture.

The BRA is still responsible for completing all appropriate information in the portal in order to be compliant, even when it has no TIR to report.

Please be aware that failure to report by the deadline will result in the MSF and EGLE withholding financial support from the jurisdiction's future projects.

Annual reporting information can be found on the MEDC website.

MSHDA Housing Tax Increment Financing Program Statement

September 29, 2023

I. Overview of the Brownfield Redevelopment Financing Act and Public Act 90 of 2023

The Brownfield Redevelopment Financing Act of 1996, MCL 125.2651 et. seq., as amended (the “Brownfield Act”), authorizes municipalities to create local brownfield redevelopment authorities (each a “BRA”) to facilitate the implementation of brownfield plans to promote the revitalization, redevelopment, and reuse of brownfield properties, which include, but are not limited to, previously developed, tax reverted, blighted, or functionally obsolete properties. The Brownfield Act permits the use of tax increment financing (“TIF”) as a funding tool to help cover the additional costs associated with redeveloping a brownfield property. The taxable value of brownfield property is often very low, and the property taxes generated therefrom may be correspondingly very low. When an improved brownfield redevelopment has increased property value and generates new tax revenue, the increased revenue can be captured by a local BRA and be used to either repay TIF bonds or reimburse the developer for the eligible costs associated with redeveloping the property.

On July 19, 2023, Public Act 90 of 2023 (“PA 90”) became effective and amended the Brownfield Act to include certain housing development activities as eligible activities. Prior to PA 90, TIF was only available to property owners who coordinated with local BRAs and (a) the Department of Environment, Great Lakes, and Energy (“EGLE”) for certain environmental cleanup activities, and (b) the Michigan Strategic Fund (“MSF”) for certain business development and community development activities. Pursuant to PA 90, brownfield work plans and combined brownfield plans that involve the use of taxes levied for school operating purposes and that request reimbursement for housing development activities for affordable and/or subsidized housing must be reviewed by the Michigan State Housing Development Authority (“MSHDA”).

This Housing Tax Increment Financing Program Statement (“Program Statement”) is intended to provide the guidelines for submission to and review by MSHDA of work plans and combined brownfield plans relating to housing development activities. MSHDA will accept on an on-going basis work plans and combined brownfield plans submitted pursuant to this Program Statement and the Brownfield Act requirements and process. However, note that this Program Statement and its timing and requirements apply only to the implementation of PA 90 by MSHDA and that applications for MSHDA loans, grants, or other benefits that a developer may wish to use in connection with housing development activities undertaken pursuant to this Program Statement would need to be applied for separately under applicable MSHDA program specific guidelines.

See Addendum I for additional definitions used by MSHDA in this Program Statement. All statutory references used herein refer to the Brownfield Act, as amended by PA 90, unless otherwise specified.

II. Types of Brownfield Plans and Work Plans

- a. A brownfield plan is the comprehensive description of the brownfield property and the plan for redevelopment. At minimum, a brownfield plan must include maps showing the location and dimensions of each eligible property, statements of the characteristics that qualify each property as eligible property, and a statement of whether personal property is included as part of the eligible property. Pursuant to Section 13(2) of the Brownfield Act, a brownfield plan may apply to 1 or more parcels of eligible property whether or not those parcels of eligible property are contiguous. A brownfield plan may also be amended to apply to additional parcels of eligible property. Pursuant to the requirements of Section 14, a brownfield plan is either approved, rejected, or approved with modification by resolution of the municipality or BRA. MSHDA does not review or approve brownfield plans except “work plans” and “combined brownfield plans” as described below.
- b. Work plans are plans that describe each individual activity to be conducted to complete eligible activities and the associated costs of each individual activity. One brownfield plan or transformational brownfield plan may include more than one work plan (e.g. one work plan for affordable housing and another for environmental cleanup activities). Pursuant to PA 90, MSHDA will review work plans for affordable and/or subsidized housing for projects that request reimbursement for eligible housing development activities. These work plans may be created under either a brownfield plan or a transformational brownfield plan.
- c. Combined brownfield plans are brownfield plans and work plans drafted as one item that is inclusive of all the information necessary to submit the plan to MSHDA pursuant to Section 15(20) of the Brownfield Act and as set forth below in this Program Statement.
- d. Transformational brownfield plans are for large scale projects that will have a transformational impact on local economic development and community revitalization based on the extent of brownfield redevelopment and growth in population, commercial activity, and employment that will result from the plan. To be designated a transformational brownfield plan, a transformational brownfield plan must be for mixed-use development unless waived by the MSF and must be expected to result in certain levels of capital investment. Transformational brownfield plans may include numerous work plans.

The MSF is the state agency responsible for overall review of transformational brownfield plans. However, for transformational brownfield plans that include affordable and/or subsidized housing work plans, MSHDA is responsible for reviewing the work plans that relate to housing development activities. Pursuant to Section 13b(4)(b) and Section 15(10)(a), a BRA must submit a transformational brownfield plan when submitting for MSHDA review a work plan created as part of an overall transformational brownfield plan.

III. Eligible Property for MSHDA Review

Under PA 90, Section 13b(4)(b), MSHDA is charged with the responsibility of reviewing work

plans or combined brownfield plans relating to eligible housing development activities for “for sale” or rental housing properties that are reserved to serve households earning not more than 120% of area median income and/or subsidized properties.

Pursuant to Section 2(p)(ii), “eligible property” includes housing property for which eligible activities are identified under a brownfield plan, including personal property located on the property, to the extent included in the brownfield plan.

Pursuant to Section 2(y) “housing property” is further defined to mean 1 or more of the following:

- a. A property on which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designed to be used as a dwelling.
- b. One or more units of residential housing proposed to be constructed or rehabilitated and located in a mixed-use project.

IV. Types of Permitted Housing Development Activities

Pursuant to Section 2(x) of the Brownfield Act, “housing development activities” means 1 or more of the following:

- a. Reimbursement provided to owners of rental housing units for qualified rehabilitation, which under Section 2(vv) is defined as “rehabilitation of existing structures that is necessary to make a housing unit suitable for sale to an income qualified purchaser household or rent to an income qualified renting household. Qualified rehabilitation also includes proposed rehabilitation that will bring the structure into conformance with minimum local building code standards for occupancy or improve the livability of the units while meeting minimum local building code standards. In this subsection, “existing structures” includes any structure designed to be used as a dwelling.”
- b. Costs for infrastructure available for public use and safety improvements necessary for a housing project.
- c. Costs of demolition and renovation of existing buildings and site preparation, to the extent necessary to accommodate an income qualified purchaser household or income qualified renting household.
- d. Temporary household relocation costs for an income qualified household for a period not to exceed 1 year.
- e. Acquisition cost for blighted or obsolete rental units, to the extent the acquisition would promote rehabilitation or adaptive reuse of the blighted or obsolete rental unit to accommodate an income qualified purchaser household or income qualified renting household.

- f. Reimbursement provided to a developer to fill a financing gap associated with the development of housing units priced for income qualified households and to assist with costs related to infrastructure improvements and site preparation that are not a response activity and that are necessary for new housing development for income qualified households on eligible property.

V. Additional Eligible Activities

Pursuant to Section 2(o)(i) of the Brownfield Act, for all eligible properties, including housing properties, eligible activities may include any of the following:

- a. Reasonable costs of environmental insurance.
- b. Reasonable costs incurred to develop and prepare brownfield plans, combined brownfield plans, or work plans for the eligible property, including legal and consulting fees that are not in the ordinary course of acquiring and developing real estate.
- c. Reasonable costs of brownfield plan and work plan implementation, including, but not limited to, tracking and reporting of data and plan compliance, including costs to implement, monitor, and maintain compliance with the income and price monitoring responsibilities associated with housing development activities.
- d. Demolition of structures or site improvements that are not a response activity, including removal of manufactured debris composed of discarded, unused, or unusable manufactured by-products left on the site by a previous owner.
- e. Lead, asbestos, or mold abatement.
- f. Pursuant to Section 2(o)(ii), for housing property located in a community that has identified a specific housing need included in the brownfield plan, eligible activities may include:
 - 1. Infrastructure improvements that are necessary for housing property and supports housing development activities.
 - 2. Site preparation that is not a response activity and that supports housing development activities.

VI. Local Brownfield Plan Approval Process

Prior to submitting a work plan or combined brownfield plan to MSHDA, the local governing body or BRA is required to (i) hold a public hearing on the brownfield plan and (ii) determine that the plan constitutes a public purpose.

The hearing criteria include the following:

- a. Notice of the time and place of the hearing, including:
 1. A description of the property to which the plan applies in relation to existing or proposed highways, streets, streams, or otherwise; and
 2. A statement that maps, plats, and a description of the brownfield plan are available for public inspection at a place designated in the notice and that all aspects of the brownfield plan are open for discussion at the public hearing; and
 3. Any other information that the governing body considers appropriate.
- b. Preservation of a record of the public hearing, including all data presented at the hearing.
- c. Not less than 10 days before the hearing on the brownfield plan, the governing body shall provide notice of the hearing to the taxing jurisdictions and to MSHDA, or its designee, if the brownfield plan involves the use of taxes levied for school operating purposes to pay for eligible housing development activities subject to 13b(4)(b).
- d. Not less than 10 days after notice of the proposed brownfield plan is provided to the taxing jurisdictions, the governing body shall determine whether the plan constitutes a public purpose. If the governing body determines that the plan does not constitute a public purpose, the governing body shall reject the plan. If the governing body determines that the plan constitutes a public purpose, the governing body may then approve or reject the plan, or approve it with modification, by resolution.

Per Section 15(20), instead of seeking approval of a work plan under section 13b(4)(b), a BRA may seek approval of a combined brownfield plan. If the combined brownfield plan involves the use of taxes levied for school operating purposes to pay for eligible housing development activities that require approval by MSHDA under section 13b(4)(b), not less than 30-days before the BRA holds a public hearing on the combined brownfield plan, the BRA must provide MSHDA written notice that the BRA will be seeking approval of a combined brownfield plan instead of a work plan.

VII. Combined Brownfield Plan or Work Plan Submittal Process

Submissions to MSHDA of work plans under Section 13b(4)(b) or combined brownfield plans under Section 15(20) are required to, at a minimum, include the following:

- a. A written letter from the submitting BRA requesting formal approval and indicating that (i) the notices and formal hearing have been completed per the Brownfield Act, (ii) the BRA has approved the brownfield plan and determined that the plan constitutes a public purpose, and (iii) only for transformational brownfield plans, the required financial review has been completed.

- b. For each required submission item under Section 15(10), the BRA must provide a separate tab labeled according to the enumeration below in subsection VIII(d)(1)-(8) of this Program Statement.

VIII. Threshold Submission Requirements for Work Plans and Combined Brownfield Plans

Prior to evaluation of a submitted work plan or combined brownfield plan, MSHDA staff must confirm the following threshold requirements have been met:

- a. Does the brownfield plan include the use of taxes levied for school operating purposes? If so, is the work plan or combined brownfield plan requesting reimbursement for housing development activities? Will the housing property for which housing development activities are identified under the work plan or combined brownfield plan be sold or rented at other than a market rate or be subsidized?
 - 1. If no to any of these questions, MSHDA has no statutory authority to review the work plan and it must be returned to the submitting BRA.
 - 2. If yes to all these questions, continue the review of threshold questions.
- b. Who submitted the plan?
 - 1. A work plan submitted under Section 15(10), or a combined brownfield plan submitted under Section 15(20)(b), must be submitted to MSHDA by the BRA.
 - 2. Any work plan or combined brownfield plan not submitted by the BRA, or another duly authorized municipal designee, will be automatically denied and returned to the submitting party.
- c. Per Section 15(11), the BRA must complete all required financial analyses prior to submitting to MSHDA a work plan completed as part of a transformational brownfield plan. Any work plan or combined brownfield plan completed as part of a transformational brownfield plan submitted without a BRA completed financial analysis will be denied.
- d. Per Section 15(10), the BRA must submit all the following for each eligible property:
 - 1. A copy of the brownfield plan or the transformational brownfield plan.
 - 2. Current ownership information for each eligible property and a summary of available information on proposed future ownership, including the amount of any delinquent taxes, interest, and penalties that may be due.
 - 3. A summary of available information on the historical and current use of each eligible

property.

4. Existing and proposed future zoning for each eligible property.
5. A summary of the proposed redevelopment and future use for each eligible property.
6. A separate work plan, or part of a work plan, for each eligible activity described in section 13b(4) to be undertaken.
7. A copy of the development agreement or reimbursement agreement between the municipality or BRA and an owner or developer of eligible property required under section 13b(4), which must per Section 13b(4)(b) stipulate price and monitoring for residential units, and in addition must include but is not limited to a detailed summary of any and all ownership interests, monetary considerations, fees, revenue and cost sharing, charges, or other financial arrangements or other consideration between the parties.
8. For work plans that include housing development activities, a summary of proposed income and price monitoring responsibilities and related expenses.

If the BRA fails to submit any of the foregoing items, MSHDA will deny the work plan or combined brownfield plan for incompleteness.

- e. The eligible activities to be conducted and described in Section 13b(4) must be consistent with the combined brownfield plan or work plan submitted by the BRA to MSHDA.

If the eligible activities to be conducted and described in the combined brownfield plan or work plan submitted by the BRA to MSHDA are not consistent with Section 13b(4)(b) eligible housing development activities, MSHDA will deny the work plan or combined work plan for inconsistency.

IX. Work Plan and Combined Brownfield Plan Review Criteria

If a work plan or combined brownfield plan satisfies the threshold requirements described above, MSHDA will review the plan using the statutory criteria listed below and the related programmatic parameters included in Addendum II, "Work Plan or Combined Brownfield Plan Review Criteria: Programmatic Parameters." If a plan seeks a waiver from a parameter included in Addendum II, MSHDA staff will present the waiver request to the MSHDA Board for consideration.

- a. Per Sections 15(12) and 15(20)(g), MSHDA must consider the following criteria to the extent reasonably applicable to the type of activities proposed in a work plan or combined brownfield plan when approving or denying the plan:
 1. Whether the individual activities included in the work plan are sufficient to complete

- the eligible activity.
2. Whether each individual activity included in the work plan is required to complete the eligible activity.
 3. Whether the cost for each individual activity is reasonable.
 4. The overall benefit to the public.
 5. The extent of reuse of vacant buildings and redevelopment of blighted property.
 6. Creation of jobs.
 7. Whether the eligible property is in an area of high unemployment.
 8. The level and extent of contamination alleviated by or in connection with the eligible activities.
 9. The level of private sector contribution.
 10. If the developer or projected occupant of the new development is moving from another location in this state, whether the move will create a brownfield.
 11. Whether the project of the developer, landowner, or corporate entity that is included in the work plan is financially and economically sound.
 12. Other state and local incentives available to the developer, landowner, or corporate entity for the project of the developer, landowner, or corporate entity that is included in the work plan.
 13. MSHDA will also consider all of the following for proposed housing development activities:
 - i. Alignment with the statewide housing plan developed.
 - ii. The capacity of the entity or agency that is monitoring price and income, and the duration of the monitoring.
 - iii. Whether the project will support housing at price points that align with the local workforce.
 - iv. If the property will be deed restricted to regulate short-term rentals or otherwise ensure long-term local housing needs.
 - v. As determined by MSHDA utilizing the formula found in Schedule A, Potential Rent Loss (PRL) Gap Cap & Total Housing Subsidy (THS) Calculations will be used to establish the reasonableness of certain housing activities for which tax capture is planned.

X. Written Response to Work Plan or Combined Brownfield Plan Submission

a. Work Plan Response:

1. Within 60 days following receipt of a BRA written request for approval of a work plan, per Section 15(11), MSHDA must provide one of the following written responses to the requesting BRA:
 - i. An unconditional approval that includes an enumeration of eligible activities and a maximum allowable capture amount.
 - ii. A conditional approval that delineates specific necessary modifications to the work plan, including, but not limited to, individual activities to be added to or deleted from the work plan and revision of costs.
 - iii. A denial and a letter stating with specificity the reason for the denial. If MSHDA denies a work plan under this subsection, the BRA may subsequently resubmit the work plan.
2. Per Section 15(13), if MSHDA fails to provide a written response within 60 days following receipt of a request for approval of a work plan under Section 13b(4)(b) or 90 days for a work plan under a transformation brownfield plan, then the eligible activities are considered approved, and the BRA may proceed with the eligible activities as outlined in the work plan as submitted.
3. Per Section 15(14), MSHDA's approval of a work plan is final and is not subject to reconsideration or appeal.

b. Combined Brownfield Plan Response:

1. Within 60 days following receipt of a BRA written request for approval of a combined brownfield plan, MSHDA must, per Section 15(20)(d), provide one of the following written responses to the requesting BRA:
 - i. An unconditional approval that includes an enumeration of eligible activities and a maximum allowable capture amount.
 - ii. A conditional approval that delineates specific necessary modifications to the combined brownfield plan, including, but not limited to, individual activities to be added to or deleted from the combined brownfield plan and revision of costs.
 - iii. A denial and a letter stating with specificity the reason for the denial. If

MSHDA denies a combined brownfield plan under this subsection, the BRA may subsequently resubmit the combined brownfield plan for review.

2. Per Section 15(20)(i), if MSHDA fails to provide a written response under Section 15(20)(d) within 60 days after receipt of a complete combined brownfield plan or 90 days for a combined plan submitted as part of a transformational plan, then the eligible activities are considered approved as submitted.
 3. Per Section 15(20)(j), MSHDA's approval of a combined brownfield plan is final and is not subject to reconsideration nor appeal.
- c. MSHDA staff will provide a comprehensive review of each submitted work plan and combined brownfield plan and make staff recommendations for approval, conditional approval, or denial. Pursuant to MSHDA Board authority under Section 125.1421(6) of the State Housing Development Authority Act of 1966, Act 346 (the "MSHDA Act"), the MSHDA Board may delegate to one or more executive-level staff the power to provide administrative approvals, conditional approvals, or denials of work plans and combined brownfield plans based on the statutory and programmatic criteria set forth herein and based on the Brownfield Act, as amended.
- d. If MSHDA issues a written conditional approval of a combined brownfield plan to a requesting BRA, pursuant to Section 15(20)(h), the BRA may administratively approve any modifications required by the written response without following the notice and approval process required by Section 14(6) unless the modifications add one or more parcels of eligible property or increase the maximum amount of tax increment revenue in the case of a transformational brownfield plan, construction period tax capture revenues, withholding tax capture revenues, income tax capture revenues, and sales and use tax capture revenues approved for the project.

XI. Reporting Requirements

a. Quarterly Reporting

1. MSHDA staff will report to the MSHDA Board on a quarterly basis all work plans and combined brownfield plans approved by MSHDA. That report will include, at a minimum, the following:
 - i. Total number of projects approved.
 - ii. Types of projects approved (rental or for sale).
 - iii. Total number of units approved and units by reserved AMI.
 - iv. Number of projects with subsidies, such as project-based vouchers.
 - v. Number of projects designated to serve elderly or special needs populations.
 - vi. Number of units designated to serve the elderly or special needs populations.

2. Pursuant to Section 16(5)(c), MSHDA will on a quarterly basis post on its website the name, location, and amount of tax increment revenues, including taxes levied for school operating purposes, for each project approved by MSHDA under the Brownfield Act during the immediately preceding quarter.

b. Annual Reporting to MSHDA from Brownfield Authorities

1. Section 16 requires the local BRA to submit annually to MSHDA a financial report on the status of the activities of the BRA for each calendar year. The report must include all of the following:

- i. The total amount of local taxes that are approved for capture and the total amount of taxes levied for school operating purposes that are approved for capture for each parcel included in a brownfield plan.

- ii. The amount and purpose of expenditures of tax increment revenues.

The amount and source of tax increment revenues received for each active brownfield plan, including the amount of tax increment revenues captured in the most recent tax year and the cumulative amount of tax increment revenues captured for each brownfield plan.

- iii. The initial taxable value of all eligible property subject to each brownfield plan.

- iv. The captured taxable value realized by the BRA for each eligible property subject to the brownfield plan.

- v. The amount of actual capital investment made for each project.

- vi. The amount of tax increment revenues attributable to taxes levied for school operating purposes used for activities described in Section 13b(6)(c), Section 2(o)(i)(F) and (G), and Section 2(o)(iii)(B) and (C).

- vii. The number of residential units constructed or rehabilitated for each project.

- viii. The amount, by square foot, of new or rehabilitated residential, retail, commercial, or industrial space for each project.

- ix. The number of new jobs created at the project.

- x. The number of housing units produced.

- xi. The number of income qualified purchaser households served.

- xii. The number of income qualified renting households assisted.

- xiii. For the initial reporting period, the prices at which the housing units were sold or rented.
- xiv. Racial and socioeconomic data on the individuals purchasing or renting the housing units, or, if this data is not available, racial, and socioeconomic data on the census tract in which the housing units are located.

c. Annual Report to Legislature Members

Pursuant to Section 16(4), MSHDA will collect the reports described above, compile a combined report that includes the use of local taxes, taxes levied for school operating purposes, and the state brownfield redevelopment fund, based on the information contained in those reports and any additional information considered necessary, and submit annually a report based on that information to each member of the Legislature.

This program may, with MSHDA Board approval, be amended from time to time in order to more effectively and efficiently carryout activities within it or to maintain compliance with amendments to the Brownfield Act, or the MSHDA Act. For the most recent program updates, please visit MSHDA's Housing Tax Increment Financing (TIF) program webpage at:

<https://www.michigan.gov/mshda/developers/tax-increment-financing-tif>

Addendum I

MSHDA Housing Tax Increment Financing Program Definitions

1. "Blighted," per Section 2(c), means property that meets any of the following criteria as determined by the local municipality:

- i. Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.
 - ii. Is an attractive nuisance to children because of physical condition, use, or occupancy. Is a fire hazard or is otherwise dangerous to the safety of persons or property.
 - iii. Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
 - iv. Is previously developed or tax reverted property owned by a municipality or by this state. The sale, lease, or transfer of previously developed or tax reverted property by a municipality or this state after the property's inclusion in a brownfield plan does not result in the loss to the property of the status as blighted property for purposes of this act.
 - v. Is property owned by or under the control of a land bank fast track authority, whether or not located within a qualified local governmental unit. Property included within a brownfield plan before the date it meets the requirements of this subdivision to be eligible property is considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease, or transfer of the property by a land bank fast track authority after the property's inclusion in a brownfield plan does not result in the loss to the property of the status as blighted property for purposes of this act.
 - vi. Has substantial buried subsurface demolition debris present so that the property is unfit for its intended use.
2. "Brownfield plan," per Section 2(e), means a plan that meets the requirements of Sections 13 and 13b of the Brownfield Act and is adopted under Section 14.
3. "Combined brownfield plan," per Section 2(h), means a brownfield plan that includes the information necessary to submit the plan to EGLE, MSHDA, or the MSF under Section 15(20) of the Brownfield Act. "Department" and "Department activities," per Section 2(j) and (k), means EGLE and the environmental investigations and response activities carried out pursuant to its statutory authority.
4. "Eligible activities" or "eligible activity", per Section 2(o), means 1 or more of the following:

- i. For all eligible properties, eligible activities include all of the following:
 - i. Reasonable costs of environmental insurance.
 - ii. Reasonable costs incurred to develop and prepare brownfield plans,

combined brownfield plans, or work plans for the eligible property, including legal and consulting fees that are not in the ordinary course of acquiring and developing real estate.

- iii. Reasonable costs of brownfield plan and work plan implementation, including, but not limited to, tracking and reporting of data and plan compliance, including costs to implement, monitor, and maintain compliance with the income and price monitoring responsibilities associated with housing development activities.
 - iv. Demolition of structures or site improvements that is are not a response activity, including removal of manufactured debris composed of discarded, unused, or unusable manufactured by-products left on the site by a previous owner.
 - v. Lead, asbestos, or mold abatement.
- ii. For housing property located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan, eligible activities include all of the following:
- i. Infrastructure improvements that are necessary for housing property and support housing development activities.
 - ii. Site preparation that is not a response activity and that supports housing development activities.
5. "Eligible property," per Section 2(p)(ii) and for MSHDA's analysis, means housing property for which eligible activities are identified under a brownfield plan, including personal property located on the property, to the extent included in the brownfield plan.
6. "Functionally obsolete," per Section 2(u), means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.
7. "Housing development activities," per Section 2(x), means 1 or more of the following:
- i. Reimbursement provided to owners of rental housing units for qualified rehabilitation.
 - ii. Costs for infrastructure available for public use and safety improvements necessary for a housing project.

- iii. Costs of demolition and renovation of existing buildings and site preparation, to the extent necessary to accommodate an income qualified purchaser household or income qualified renting household.
 - iv. Temporary household relocation costs for an income qualified household for a period not to exceed 1 year.
 - v. Acquisition cost for blighted or obsolete rental units, to the extent the acquisition would promote rehabilitation or adaptive reuse of the blighted or obsolete rental unit to accommodate an income qualified purchaser household or income qualified renting household.
 - vi. Reimbursement provided to a developer to fill a financing gap associated with the development of housing units priced for income qualified households and to assist with costs related to infrastructure improvements and site preparation that are not a response activity and that are necessary for new housing development for income qualified households on eligible property.
8. "Housing property," per Section 2(y), means 1 or more of the following:
- i. A property on which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designed to be used as a dwelling.
 - ii. One or more units of residential housing proposed to be constructed or rehabilitated and located in a mixed-use project.
9. "Income qualified household," per Section 2(z), means a person, a family, or unrelated persons living together, whose annual household income is not more than 120% of the area median income.
10. "Area median income" means the median income for the area as determined under Section 8 of the United States Housing Act of 1937, 42 USC 1437f, adjusted for family size.
11. "Household income" means all income received by all individuals who are not less than 24 years of age when the household income is determined and who reside in a household while members of the household.
12. "Income qualified purchaser household," per Section 2(aa), means a purchaser who is, or who is a member of, an income qualified household.
13. "Income qualified renting household," per Section 2(bb), means a renter who is, or who is a member of, an income qualified household.
14. "Qualified rehabilitation," per Section 2(vv), means rehabilitation of existing structures that is necessary to make a housing unit suitable for sale to an income qualified purchaser household or rent to an income qualified renting household. Qualified rehabilitation also

includes proposed rehabilitation that will bring the structure into conformance with minimum local building code standards for occupancy or improve the livability of the units while meeting minimum local building code standards. As used in this subsection, "existing structures" includes any structure designed to be used as a dwelling.

15. "Subsidized," for purposes of MSHDA's analysis under PA 90 of 2023 means:

- i. Property that receives a federal, state, local, or tribal benefit that encourages low or moderate-income housing development, which will be defined as being affordable to persons at 120% AMI or lower; and,
- ii. That benefit accrues to the property owner; and,
- iii. By nature of the benefit the property is subject to a use restriction as to rents and occupant income.

16. "Tax increment revenues" per Section 2(eee), means the amount of ad valorem property taxes and specific taxes attributable to the application of the levy of all taxing jurisdictions on the captured taxable value of each parcel of eligible property subject to a brownfield plan and personal property located on that property, regardless of whether those taxes began to be levied after the brownfield plan was adopted. Tax increment revenues also include the amount of any payment in lieu of taxes under Section 15a(3) of the MSHDA Act, MCL 125.1415a, paid on an eligible property subject to a brownfield plan, less the amount of property taxes levied on the eligible property subject to the brownfield plan for the year the eligible property became subject to the brownfield plan. Tax increment revenues do not include any of the following:

- i. Ad valorem property taxes specifically levied for the payment of principal of and interest on either obligations approved by the electors or obligations pledging the unlimited taxing power of the local governmental unit, and specific taxes attributable to those ad valorem property taxes.
- ii. For tax increment revenues attributable to eligible property, the amount of ad valorem property taxes or specific taxes captured by a downtown development authority under Part 2 of the Recodified Tax Increment Financing Act, 2018 PA 57, MCL 125.4201 to 125.4230, tax increment finance authority under Part 3 of the Recodified Tax Increment Financing Act, 2018 PA 57, MCL 125.4301 to 125.4329, corridor improvement authority under Part 6 of the Recodified Tax Increment Financing Act, 2018 PA 57, MCL 125.4602 to 125.4629, or local development finance authority under Part 4 of the Recodified Tax Increment Financing Act, 2018 PA 57, MCL 125.4401 to 125.4420, if those taxes were captured by these other authorities on the date that eligible property became subject to a brownfield plan under the Brownfield Act, unless these other authorities agree to forgo or transfer their taxes in support of the brownfield plan.

- iii. Ad valorem property taxes levied under 1 or more of the following or specific taxes attributable to those ad valorem property taxes
 - i. The Zoological Authorities Act, 2008 PA 49, MCL 123.1161 to 123.1183.
 - ii. The Art Institute Authorities Act, 2010 PA 296, MCL 123.1201 to 123.1229.

17. “Taxes levied for school operating purposes”, per Section 2(ggg), means all of the following:

- i. The taxes levied by a local school district for operating purposes.
- ii. The taxes levied under the State Education Tax Act, 1993 PA 331, MCL 211.901 to 211.906.
- iii. That portion of specific taxes attributable to taxes described under subparagraphs (i) and (ii).

18. “Transformational brownfield plan”, per Section 2(hhh), means a brownfield plan that meets the requirements of Section 13c and is adopted under Section 14a of the Brownfield Act and, as designated by resolution of the local municipality governing body and approved by the MSF, will have a transformational impact on local economic development and community revitalization based on the extent of brownfield redevelopment and growth in population, commercial activity, and employment that will result from the plan. To be designated a transformational brownfield plan, a transformational brownfield plan must be for mixed-use development unless waived by the MSF as provided under Section 14a(26) of the Brownfield Act and is expected to result in specific levels of capital investment as defined by the Brownfield Act.

19. “Work plan”, per Section 2(mmm), means a plan that describes each individual activity to be conducted to complete eligible activities and the associated costs of each individual activity.

Addendum II
Work Plan or Combined Brownfield Plan Review Criteria:
Programmatic Parameters

**BROWNFIELD WORK PLAN OR COMBINED BROWNFIELD PLAN
REVIEW
PROGRAMMATIC PARAMETERS**

1. Threshold Submission Requirements:

- i. Does the brownfield plan include the use of taxes levied for school operating purposes? If so, is the work plan or combined brownfield plan requesting reimbursement for housing development activities? Is at least some portion of the housing to be developed subsidized or to be sold or rented to households at or below 120% AMI? ___YES___NO
 - a. If no to any of these questions, STOP AND DENY:
MSHDA has no statutory authority to review the plan, and it must be returned to the submitting BRA.

- ii. Was the plan submitted by the local BRA or duly authorized municipal designee? ___YES___NO
 - a. If no, STOP AND DENY:
A work plan submitted under Section 15(10), or a combined brownfield plan submitted under Section 15(20)(b), must be submitted to MSHDA by the local BRA.
 - b. Return to the submitting party.

- iii. Is the work plan part of a transformational brownfield plan?
___YES___NO
 - a. If yes, pursuant to Section 15(11) the BRA must complete all required financial analyses prior to submitting a work plan to MSHDA.
Was the required financial analysis completed by the BRA? ___YES___NO
 - b. If no, STOP AND DENY.
 - c. Return to the submitting BRA.

- iv. Did the BRA submit for each eligible property pursuant to Section 15(10) the following items?
 - a. A copy of the brownfield plan or the transformational brownfield plan.
___YES___NO

- b. Current ownership information for each eligible property and a summary of available information on proposed future ownership, including the amount of any delinquent taxes, interest, and penalties that may be due. ___YES___NO
- c. A summary of available information on the historical and current use of each eligible property. ___YES___NO
- d. Existing and proposed future zoning for each eligible property. ___YES___NO
- e. A summary of the proposed redevelopment and future use for each eligible property. ___YES___NO
- f. A separate work plan, or part of a work plan, for each eligible activity described in Section 13b(4) to be undertaken. ___YES___NO
- g. A copy of the development agreement or reimbursement agreement between the municipality or authority and an owner or developer of eligible property required under Section 13b(4), which must stipulate price and monitoring for residential units, and include a detailed summary of any and all ownership interests, monetary considerations, fees, revenue and cost sharing, charges, or other financial arrangements or other consideration between the parties. ___YES___NO
- h. For work plans that include housing development activities, a summary of proposed income and price monitoring responsibilities and related expenses. ___YES___NO

1. If not all of the items listed in iv.(a)-(h) were included, which item(s) is/are missing?

2. If no, STOP AND DENY the work plan or combined brownfield plan for incompleteness. List missing items in the response letter to the submitting BRA.

v. Are the eligible activities in the combined brownfield plan or work plan submitted by the BRA consistent with the eligible activities described in Section 13b(4)? ___YES ___NO

- a. If no, which eligible activities are inconsistent
 - 1.
 - 2.
 - 3.

- b. If no, STOP AND DENY the work plan or combined brownfield plan for inconsistency.

2. Housing Work Plan and Combined Brownfield Plan Review Criteria:

- i. Does the development agreement or reimbursement agreement between the municipality or BRA and an owner or developer of eligible property stipulate price and income monitoring for residential units? ___YES ___NO
 - a. If no, DENY the work plan or combined brownfield plan for lack of development agreement or reimbursement agreement that stipulates price and income monitoring for residential units and continue review of additional criteria.
- ii. The following criteria will be considered to the extent reasonably applicable to the type of activities proposed as part of the submitted work plan or combined brownfield plan when approving or denying a work plan or combined brownfield plan:
 - a. Are the individual activities included in the work plan or combined brownfield plan sufficient to complete the proposed eligible housing development activity?
 - 1. Rehabilitation and new construction projects must submit a copy of a purchase agreement and Development Cost Budget.

Was a copy of a purchase agreement provided and are all Development Cost Budget items listed within the work plan or combined brownfield plan? __YES__NO
 - b. If no, explain what is missing and what needs to be done to achieve completion of the proposed eligible housing development activity:

 - c. If no, add the items that are missing or that need to be done to the terms of a conditional approval.
- iii. Is each individual activity included in the work plan or combined brownfield plan required to complete the eligible housing development activity?
___YES ___NO

- a. In order for individual activities to be deemed to be required to complete the eligible housing development activity, they must be limited to those items detailed in the Development Cost Budget. All other activities will be deemed not required to complete the eligible housing development activity.
- b. If no, explain what is not required to be done to complete the eligible housing development activity:

- c. If no, add to the terms of a conditional approval a listing of the items to be removed as not required to complete the eligible housing development activity.

iv. Is the cost for the eligible housing development activity reasonable?

- a. Utilize the Potential Rent Loss (PRL) Gap Cap & Total Housing Subsidy (THS) Calculations worksheet to determine reasonableness of gap funds needed to develop affordable housing versus market rate housing. A copy of the completed worksheet must be attached to this document.

YES NO

Total Tax Increment Capture	
Calculated Housing Gap Cap	
Calculated Remaining Tax Capture	

v. Is there an overall benefit to the public? YES NO

- a. To be of a public benefit, the proposed housing development must meet one of the following:
 1. Satisfies a housing need determined by a current local housing needs assessment (no more than 3 years old), which is provided to MSHDA.
 2. Satisfies a housing need for the area as determined by a current housing market study.
 3. Satisfies a housing need identified in the Michigan Statewide Housing Plan found on MSHDA's website.

4. Satisfies a housing need identified in a regional housing study.

b. If no, explain why the proposed housing development provides no overall benefit to the public.

c. If there is no overall benefit to the public, the project is denied as lacking public benefit.

vi. Is there reuse of vacant buildings and redevelopment of blighted property?
___YES ___NO

This item is only applicable to work plans or combined brownfield plans specifically identifying the redevelopment of "blighted" property as defined in PA 90. For all other work plans or combined brownfield plans, this item is not applicable.

a. If yes:

1. Is the vacant building being torn down or repurposed?

2. If the property is blighted, under what definition found in Section 2(c) is the property considered blighted?

3. If blighted, is the acquisition cost to promote rehabilitation or adaptive reuse of the blighted or obsolete rental unit included in eligible activities? ___Yes ___No
Amount of acquisition cost_____.

b. Explain as applicable in the recommendation summary:

1. The proposed reuse of or demolition of vacant buildings_____

2. Method used to determine that the property is blighted. A letter from the local municipality is acceptable.

3. Is acquisition cost of blighted or obsolete property included as an eligible activity? ___Yes ___No

If no, add as conditional requirement that the cost be added or that the developer provide written confirmation that it was not omitted in error.

4. Is the property properly zoned, or must it be rezoned?

If it must be rezoned before the housing development can commence, add the requirement that the property must be properly zoned to the conditional approval.

vii. Are new jobs being created?

This item is not applicable to affordable or subsidized housing work plans or combined brownfield plans.

viii. Is the eligible housing development in an area of high unemployment?

This item is not applicable to affordable or subsidized housing work plans or combined brownfield plans.

ix. What is the level and extent of contamination alleviated by or in connection with the eligible activities?

a. A proposed housing development work plan must include an environmental review that meets MSHDA's Environmental Review Requirements found on MSHDA's website.

1. If the environmental review discloses that the proposed housing development site has environmental contamination, did EGLE provide clearance for residential development? YES NO

2. If not cleared as evidenced by documentation from EGLE for residential development, the work plan or combined brownfield plan will be conditionally approved subject to EGLE clearance of the site for residential development.

x. What is the level of private sector contribution, including but not limited to private placement loans and developer contributions?

This item is provided for documentation only and is not used as a

factor to determine approval or denial of the work plan or combined brownfield plan.

- a. Add to the project summary the level of private sector contribution, including but not limited to private placement loans and developer contributions.
- xi. Is the projected occupant of the new development moving from another location in this state and will the move create a brownfield?

This item is not applicable to affordable or subsidized housing work plans or combined brownfield plans.

- xii. Is the developer, landowner, or corporate entity that is included in the work plan or combined brownfield plan financially and economically unsound as determined by a review of the following requirements?
___YES ___NO
 - 1. Is in default or in material non-compliance with the LIHTC or any other MSHDA program; or
 - 2. Has outstanding flags in HUD's national 2530 National Participation system; or
 - 3. Has been debarred or suspended from any MSHDA, HUD, or Rural Housing programs; or
 - 4. Has outstanding tax liens; or
 - 5. Does not have liquid assets at least equal to 3% of the proposed project housing development eligible activity costs.
- a. Deny if the developer, landowner, or corporate entity that is included in the work plan or combined brownfield plan is deemed financially and economically unsound based on the above criteria.

- xiii. Are there other state and local incentives or subsidies available to the developer, landowner, or corporate entity for the housing development project that are included in the work plan or combined brownfield plan? ___YES ___NO
 - a. What are the sources, uses and amounts of the other state and local incentives or subsidies provided? _____
Provide in the project recommendation summary.
 - b. Are the other state and local incentives or subsidies firm commitments or contingent on some event? _____
Explain in the project recommendation summary.

- c. Do the other state and local incentives or subsidies permit the housing development to serve lower income households, seniors, homeless, persons with disabilities or other at-risk populations as may be deemed locally necessary based on housing reports or market studies?

Explain in the project recommendation summary.

- d. If the other state and local incentives or subsidies are required for financial viability and there are not firm commitments, the housing development work plan or combined brownfield plan will be conditionally approved until the firm commitments are provided. Otherwise note the various incentives and subsidies in the recommendation summary and mark for approval.
- xiv. Does the proposed housing development align with the statewide housing plan? YES NO
- a. If no, what are the stated reasons for deviation? Does the local municipality support the proposed housing development activity as may be evidenced by a PILOT resolution or providing other development incentives? How did the developer determine that this housing need existed (e.g. local market study, community development plans, local needs analysis)?
 - b. Deny if the work plan or combined brownfield plan is not aligned with the statewide housing plan and documented support for deviation from the statewide housing plan and/or community support for the proposed housing development is not provided.
 - c. Approve if the work plan or combined brownfield plan is aligned with the statewide housing plan or documented support for deviation from the statewide housing plan and/or community support for the proposed housing development is provided.
 - d. Explain how the project is aligned with the statewide housing plan or how the documentation provided supports a deviation from the statewide housing plan in the project recommendation summary.
- xv. Does the entity or agency monitoring price and income have the capacity to provide such monitoring, evidenced by experience providing such monitoring services based on the following criteria? YES NO

- a. How many years of experience does the monitoring entity or agency have in Michigan? _____
- b. An entity with limited experience and capacity monitoring price and income is defined as:
 - 1. An organization that has less than three years of price and income monitoring experience in programs such as Section 8, LIHTC, or HOME; or
- c. Explain in the project recommendation summary whether the entity or agency has limited, or sufficient monitoring experience based on the above criteria.
 - 1. If the entity or agency has limited experience, grant a conditional approval based on either: (a) changing the monitoring entity or agency to one with sufficient experience in monitoring price and income for affordable housing; or (b) partnering with a sufficiently experienced monitoring agency; or (c) receiving two hours or more of training with MSHDA staff on income monitoring processes and procedures.
 - 2. What is the duration of the price and income monitoring?

For-sale housing is to be monitored for price and household income through the first sale. Rental properties are to be monitored for a period not less than the expiration of projected tax increment capture but may be longer depending on other programmatic requirements.

- 3. If the proposed price and income monitoring duration does not meet the above, recommend a conditional approval to require changes to the duration of the price and income monitoring.

xvi. Does the proposed housing development project support housing at price points that align with the local workforce based on localized area income and community data provided? Explain in the recommendation summary how the housing development price points either align or do not align with the local workforce income and community data.

___YES ___NO

- a. Deny if the housing development project does not support housing at price points that align with the local workforce based on information provided by the BRA to MSHDA.
 - b. Approve if the housing development project supports housing at price points that align with the local workforce based on information provided by the BRA to MSHDA.
- xvii. Is the proposed housing development to be income restricted for a period not less than the period of tax capture by providing deed restrictions to ensure the development meets long-term local housing needs? YES NO
- a. If yes, do the terms of the draft deed restrictions match the proposed AMI levels to be served at the proposed housing development?
 YES NO
 - 1. If no to either, set as a conditional approval item that the developer agrees to deed restrict the property for affordable housing dedicated to serve AMI levels as detailed in the project proposal for a period not less than the proposed tax capture.
 - 2. If yes to both, approve and note in the approval letter the deed restricted AMI level(s) and duration of deed restriction.

Schedule A
Potential Rent Loss (PRL) Gap Cap
&
Total Housing Subsidy (THS) Calculations

Potential Rent Loss (PRL) Gap Cap & Total Housing Subsidy (THS) Calculations

For Multi-Family Developments, MSHDA will undertake the following steps to calculate the Potential Rent Loss (PRL) Gap Cap and the Total Housing Subsidy (THS) for every application received. The PRL Gap Cap and the THS will be utilized to establish the reasonableness of certain housing activities for which tax capture is being planned.

Step 1: Establish the Control Rent (CR) for the project.

Utilizing the appropriate Fair Market Rent (FMR) for each county and for the appropriate rate for each bedroom size as published by the U.S. Department of Housing & Urban Development (HUD), the following calculation will be made:

$$(FMR/40) \times 100 = \text{Control Rent (CR)}$$

Note: This formula corrects for HUD publishing FMR as 40% of area rents.

Step 2: Determine the difference between the Control Rent (CR) and the targeted Project Rent (PR).

Utilizing the Project Rent (PR) targeted by the development team for each project, the following calculation will be made:

$$\text{Control Rent (CR)} - \text{Project Rent (PR)} = \text{Potential Rent Loss (PRL)}$$

Note: There may be multiple PRLs calculated for each project due to the fact the rents vary by bedroom size and most projects have a mix of bedroom sizes.

Step 3: Determine the PRL Gap Cap.

Utilizing the number of total units in a project that will have the appropriate income targets and the number of years of TIF Capture requested, both of which will be submitted by the development team for each project, the following calculation will be made:

$$\text{Potential Rent Loss (PRL)} \times 12 \text{ months} \times \text{No. of Units} \times \text{No. of Years} = \text{PRL Gap Cap}$$

Note: There may be multiple PRL Gap Caps calculated for each project due to the fact the rents vary by bedroom size and most projects have a mix of bedroom sizes.

Step 4: Add all Potential Rent Loss (PRL) Gap Cap calculations to establish the Total Housing Subsidy (THS).

After calculating PRL Gap Cap for each bedroom type in the proposed development project, the following calculation will be made:

$$\begin{aligned} & \text{PRL Gap Cap 1-Bedroom} + \text{PRL Gap Cap 2-Bedroom} + \text{PRL Gap Cap 3-Bedroom} \\ & = \text{Total Housing Subsidy (THS)} \end{aligned}$$

Step 5: Review of Total Housing Subsidy (THS) for reasonableness among all other activities allowed under Public Act 90 of 2023.

- A. MSHDA will deduct the THS from the total Housing Tax Increment Financing (HTIF) request and will review for overall reasonableness.

Note: THS should not exceed the total HTIF request as this may indicate instability in the overall project pro forma. Conversely, an insignificant overall THS may indicate a project that is not targeting appropriate income levels. Reasonableness will be determined based on this review in conjunction with any narrative information that is submitted by the development team.

- B. The utilization of the remainder of the HTIF request will also be reviewed for reasonableness under the guidance established under Public Act 90 of 2023.

For Single-Family For-Sale projects, MSHDA will undertake similar steps to calculate the Potential Development Loss (PDL) Gap Cap and the Total Housing Subsidy (THS) for every application received. The PDL Gap Cap and the THS will be utilized to establish the reasonableness of certain housing activities for which tax capture is being planned. Calculations assume an Area Median Income (AMI) at targeted for 1 person per bedroom for 1- and 2-bedrooms homes and 1.5 persons per bedroom for 3+ bedroom homes and assumes a 15% downpayment. Monthly housing payments including the costs of principal + interest, insurance, taxes, PMI at no more than 30% of the household gross annual income. The calculation uses the current market average interest rate and developer provided projected insurance, taxes, and PMI costs.

MULTI-FAMILY EXAMPLE

Potential Rent Loss (PRL) Gap Cap & Total Housing Subsidy (THS) Calculations

A developer has received approval from the Oceana County Brownfield Redevelopment Authority (BRA) to utilize the tax capture allowed under Public Act 90 of 2023 for a 40-unit multi-family workforce housing project which contains 20 one-bedroom apartments with 60% AMI target rents and 20 two-bedroom apartments with 80% AMI target rents. The BRA has approved a \$2,225,000 Housing TIF tax capture that is collected over 25 years.

Step 1: Establish the Control Rent (CR) for the project.

Monthly FMR for a one-bedroom apartment in Oceana County is \$635 and for a two-bedroom apartment it is \$836.

$$\mathbf{1\ Bedroom\ Control\ Rent = ((\$635/40) \times 100) = \underline{\$1,587.50}}$$

$$\mathbf{2\ Bedroom\ Control\ Rent = ((\$836/40) \times 100) = \underline{\$2,090.00}}$$

Step 2: Establish the Potential Rent Loss (PRL) for the project.

Project Rents are established for the development and are subtracted from the Control Rents

$$\mathbf{1\ Bedroom\ PRL = (\$1,587.50 - \$852.00) = \underline{\$735.50}}$$

$$\mathbf{2\ Bedroom\ PRL = (\$2,090.00 - \$1,364.00) = \underline{\$726.00}}$$

Step 3: Determine the PRL Gap Cap.

PRLs are multiplied by the number of units and the number of years of approved TIF Tax capture.

$$\mathbf{1\ Bedroom\ PRL\ GAP\ CAP = (\$735.50 \times 12 \times 20 \times 25) = \underline{\$4,413,000.00}}$$

$$\mathbf{2\ Bedroom\ PRL\ GAP\ CAP = (\$726.00 \times 12 \times 20 \times 25) = \underline{\$4,356,000.00}}$$

Step 4: Add all Potential Rent Loss (PRL) Gap Cap calculations to establish the Total Housing Subsidy.

All bedroom PRL GAP CAP amounts are totaled to determine the Total Housing Subsidy (THS).

$$\mathbf{THS = (\$4,413,000.00 + \$4,356,000.00) = \underline{\$8,769,000.00}}$$

Step 5: Review of Total Housing Subsidy (THS) for reasonableness among all other activities allowed under Public Act 90 of 2023.

The Oceana County BRA approved a Housing TIF Capture of \$2,225,000.00 and this amount will be reviewed for reasonable and appropriate expenditures including the THS under the guidance established under Public Act 90 of 2023.

$$(\$2,225,000.00 - \$8,769,000.00) = \underline{\underline{\$(6,544,000.00)}}$$

In this example, the HTIF Capture is significantly less than the THS. This large difference is a function of the AMI used for single family for sale housing example. Single family for sale housing is believed to typically not be sold to households much lower than 100% AMI. Lower skewing may require downpayment assistance or other stabilizing measures.

AN ILLUSTRATION IS ATTACHED.

Housing TIF Financing Gap Cap Calculation - Multifamily Rental

Oceana County WFH Project: 40 Total Units/Leases (20 1-Bedroom @ 60% AMI / 20 2-Bedroom @80% AMI)

FORMULA	Location	Type	FMR/MR Rent	Control Rent - Proj. Rent	= PRL	x No. of Units	x No. of Months	x No. of Years	= PRL GAP CAP	Per Unit
FMR	Oceana Co.	1 Bedroom	\$ 635.00	\$ 1,587.50 - \$ 852.00	= \$ 735.50	20	12	25	\$ 4,413,000.00	\$ 220,650.00
FMR	Oceana Co.	2 Bedroom	\$ 836.00	\$ 2,090.00 - \$ 1,364.00	= \$ 726.00	20	12	25	\$ 4,356,000.00	\$ 217,800.00
TOTAL Housing Subsidy						40			\$ 8,769,000.00	\$ 219,225.00
Approved BRA TIF Request						40			\$ 2,225,000.00	\$ 55,625.00
Other Housing Activities Allowed Under Public Act 90 of 2023:									\$ (6,544,000.00)	\$ (163,600.00)
Developer may utilize the remainder (if any) of the TIF capture for the following HOUSING RELATED items: <ol style="list-style-type: none"> 1. Site Preparation/Demolition 2. Infrastructure Development 3. Relocations Expenses 4. Plus Other Housing TIF Related Expenses 										

SINGLE-FAMILY EXAMPLE

Potential Development Loss (PDL) Gap Cap & Total Housing Subsidy (THS) Calculations

A developer has received approval from the Lake County Brownfield Redevelopment Authority (BRA) to utilize the tax capture allowed under Public Act 90 of 2023 for a 10-unit single-family “for sale” workforce housing project which contains 10 three-bedroom homes with two (2) 100% AMI target prices and eight (8) three-bedroom homes with 120% AMI target prices. The developer reports that the cost to build all ten houses is \$300 per square foot with each house being 1300 square feet in total. The BRA has approved a \$1,450,000 Housing TIF tax capture that is collected over 28 years.

Step 1: Establish the Affordable Mortgage for the project.

Establishment of the affordable mortgage in Lake County is based on the three-bedroom Area Median Income (AMI) at targeted incomes for a family of four and assumes a 15% downpayment. This includes the costs of principal + interest, insurance, taxes, PMI. The calculation uses a 7.53% interest rate (current market average). These mortgages provide a monthly payment that below 30% of household income.

3 Bedroom House @ 100 AMI = **\$249,000.00**

3 Bedroom House @ 120 AMI = **\$293,500.00**

Step 2: Establish the Potential Development Loss (PDL) for the project.

The Affordable Mortgage is subtracted from the actual Development Cost which is collected from information provided by the applicant/developer.

3 Bedroom House @ 100 AMI = \$390,000.00 - \$249,000.00 = **\$141,000.00**

3 Bedroom House @ 120 AMI = \$390,000.00 - \$293,500.00 = **\$96,500.00**

Step 3: Determine the PRL Gap Cap.

PDLs are multiplied by the number of units.

3 Bedroom House @ 100 AMI = \$141,000.00 x [2 = **\$282,000.00**

3 Bedroom House @ 120 AMI = \$96,500.00 x [8 = **\$772,000.00**

Step 4: Add all Potential Development Loss (PDL) Gap Cap calculations to establish the Total Housing Subsidy.

All target income PDL GAP CAP amounts are totaled to determine the Total Housing Subsidy (THS).

THS = (\$282,000.00 + \$772,000.00) = **\$1,054,000.00**

Step 5: Review of Total Housing Subsidy (THS) for reasonableness among all other activities allowed under Public Act 90 of 2023.

The Lake County BRA approved a Housing TIF Capture of \$1,450,000.00 and this amount will be reviewed for reasonable and appropriate expenditures including the THS under the guidance established under Public Act 90 of 2023.

$$(\$1,450,000.00 - \$1,054,000.00) = \underline{\$396,000.00}$$

In this example, the HTIF Capture exceeds the THS. The utilization of the remainder of the HTIF request will also be reviewed for reasonableness under the guidance established under Public Act 90 of 2023. Reasonableness will be determined based on this review in conjunction with any narrative information that is submitted by the development team.

AN ILLUSTRATION IS ATTACHED.

Housing TIF Financing Gap Cap Calculation - For Sale Homeownership

Rural For-Sale Project: 10 Single-Family Homes (For-Sale Home Ownership Units with 2 @ 100% AMI & 8 @120% AMI)

FORMULA	Location	Type	Affordable Mortgage*	Development Cost** - Affordable Mortgage	= PDL	x No. of Units	x PDL GAP CAP
Income	Lake Co.	For Sale (100%)	\$ 249,000.00	\$ 390,000.00 - \$ 249,000.00	= \$ 141,000.00	2	\$ 282,000.00
Income	Lake Co.	For Sale (120%)	\$ 293,500.00	\$ 390,000.00 - \$ 293,500.00	= \$ 96,500.00	8	\$ 772,000.00

TOTAL Housing Subsidy	10	\$ 1,054,000.00
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Other Housing Activities Allowed Under Public Act 90 of 2023:	\$ 396,000.00
Developer may utilize the remainder of the TIF capture for the following HOUSING RELATED items:	
<ol style="list-style-type: none"> 1. Site Preparation/Demolition 2. Infrastructure Development 3. Relocations Expenses 4. Plus Other Housing TIF Related Expenses 	

Approved BRA TIF Request	10	\$ 1,450,000.00
---------------------------------	----	-----------------

PDL = Potential Development Loss

Affordable Mortgage =
 * Mortgage Limit assumes a 15% down payment plus all other normal monthly fees associated with home ownership for a family of four.

Development Cost =
 ** \$300 per sq. ft. building costs (for a 3 bedroom home) - information provided through application. This includes 10% developer fee/profit.

ADOPTED

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY RESOLUTION
AUTHORIZING HOUSING TAX INCREMENT FINANCING PROGRAM**

September 29, 2023

WHEREAS, pursuant to Section 13b(4)(b) of the Brownfield Redevelopment Authority Act, Act 381, Public Acts of Michigan, 1996, as amended (the "Act"), if a brownfield work plan or combined brownfield plan involves the use of taxes levied for school operating purposes and is requesting reimbursement for housing development activities, the work plan or combined brownfield plan must be approved by the Michigan State Housing Development Authority (the "Authority"), unless all the housing property identified within the plan will be sold or rented at market rate and will not be subsidized; and

WHEREAS the Act imposes duties and responsibilities on the Authority including the review of work plans and combined brownfield plans; and

WHEREAS, to enable the Authority to carry out the duties and responsibilities assigned to it under the Act, the Executive Director has recommended that the Authority (a) authorize the establishment and implementation of a housing tax increment financing program (the "Housing Tax Increment Financing Program") pursuant to the Act and (b) pursuant to State Housing Development Authority Act of 1966, Act 346 of 1966, Section 125.1421(6), delegate to selected Authorized Officers the authority to approve work plans or combined brownfield plans based on program parameters contained in the attached program statement (the "Program Statement"), and to perform any and all actions necessary to carry out the responsibilities and obligations of the Authority under the Act; and

WHEREAS, the Authority concurs in the recommendation of the Executive Director.

NOW, THEREFORE, Be It Resolved by the Michigan State Housing Development Authority as follows:

1. The Housing Tax Increment Financing Program as described in the accompanying memorandum and Program Statement of even date is hereby authorized and approved.
2. The Executive Director, the Chief Housing Investment Officer, the Director of Legal Affairs, or anyone acting in those capacities respectively (each an "Authorized Officer"), are each granted the authority to approve work plans or combined brownfield plans and perform any and all actions necessary to carry out the responsibilities and obligations of the Authority as described in the accompanying memorandum and Program Statement attached hereto and as set forth in the Act.
3. All work plans and/or combined brownfield plans that request a waiver from the Program Statement Addendum II Brownfield Work Plan or Combined Brownfield Plan Review Programmatic Parameters must be brought before the Authority for consideration.
4. All work plans and combined brownfield plans approved by an Authorized Officer shall be quarterly reported to the Authority.

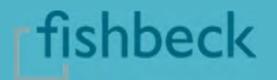
An Old Tool With a New Use: Using Brownfield TIF for Workforce Housing

October 21, 2024

City of East Grand Rapids

Susan Wenzlick

Fishbeck



A short history of Brownfield TIF in Michigan

Tax increment financing used for brownfield redevelopment in Michigan since 1996

Statute historically focused on traditional brownfields – contaminated, blighted, functionally obsolete property

Major amendment in 2023 to address housing shortages statewide

Property is no longer required to be a traditional brownfield if it's going to be used for housing

TIF can now be used to build housing for residents earning up to 120% of the county area median income

Housing TIF is usually the most beneficial incentive for projects where there is a local brownfield authority

Brownfield Tax Increment Financing (TIF)

Tax increment financing is taking the difference between the pre-development property taxes and the post-development property taxes on an *eligible property* and reimbursing the developer for *eligible activities*, provided a brownfield plan has been approved.

For example: Pre-development taxes are \$1,000. Post-development taxes are \$4,000. Difference = \$3,000 – that's the tax increment.

Local government still gets \$1,000, developer is reimbursed \$3,000 until their eligible activities under an approved brownfield plan are paid for.

TIF can be approved by local and state governments for a project that is a “public good” which may include workforce housing.

Acronyms to know

AMI: Area Median Income

BRA: Brownfield Redevelopment Authority

HTIF: Housing Tax Increment Financing

TIF: Tax Increment Financing

EGLE: Michigan Department of Environment, Great Lakes, and Energy

MEDC: Michigan Economic Development Corporation

MSHDA: Michigan State Housing Development Authority



\$1,500

2006 Wealthy St SE

Grand Rapids, MI 49506

1 Bed • 1 Bath • 650 Sqft



Key Phrase of the Day: *Area Median Income*

- Median household income is determined for each county and household size
- HTIF incentives are for homes for people earning up to 120% of county Area Median Income
- Limits on rents and home prices are based on 30% of AMI
- Per the US Census, EGR's AMI is \$160,417 (family size not provided) – the county's AMI is about half of the city's AMI for a two-person household
- Average family size per City of East Grand Rapids website is 2.84

04/01/2024 INCOME AND RENT LIMITS

County: 41 Kent

Effective Date:

Income	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
60%	42,300	48,360	54,420	60,420	65,280	70,140
70%	49,350	56,420	63,490	70,490	76,160	81,830
80%	56,400	64,480	72,560	80,560	87,040	93,520
100%	70,500	80,600	90,700	100,700	108,800	116,900
120%	84,600	96,720	108,840	120,840	130,560	140,280

Rent By Person	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
60%	1,057	1,209	1,360	1,510	1,632	1,753
80%	1,410	1,612	1,814	2,014	2,176	2,338
100%	1,762	2,015	2,267	2,517	2,720	2,922
120%	2,115	2,418	2,721	3,021	3,264	3,507

Kent County jobs and annual pay

First year teacher** in EGRPS (Bachelors only) \$42,054

EGRPS teacher*** with a masters and 29+ years of experience
\$83,759

Marketing team manager** at Micro Kickboard \$60,000-67,000

Simulation analyst** at Dematic Corp \$72,000+

Foster care caseworker** at Catholic Charities West Michigan
\$45,000-53,000

Registrar** at John Ball Zoo \$51,700-60,800

Executive Assistant to Development VP at GVSU \$65,811

RN* at Great Lakes Neurosurgical Associates \$67,454+

*A two-year degree and license is required

**A four-year degree is required

*** An advanced degree is required

Jobs available online as of 10/8/24 except teachers; salaries are taken from EGRPS contract



Open: Thu 5:30-7pm (10/10)

\$400,000

2 bds | 4 ba | 2,040 sqft - Condo for sale

537 Greenwood Ave SE APT C, East Grand Rapid...

616 REALTY LLC

This was the lowest priced home in EGR on 10/8/24

The image shows a real estate listing for a condo. At the top, there is a banner that says "Open: Thu 5:30-7pm (10/10)". Below this is a photograph of the building's entrance, which has a brick facade and a small porch. To the right of the photo is a heart icon. Below the photo, the price "\$400,000" is displayed in large, bold, black text. Underneath the price, the listing details "2 bds | 4 ba | 2,040 sqft - Condo for sale" are shown. The address "537 Greenwood Ave SE APT C, East Grand Rapid..." is listed below that. At the bottom of the listing, the agent "616 REALTY LLC" is mentioned. A light blue banner at the very bottom of the listing area contains the text "This was the lowest priced home in EGR on 10/8/24".



Who are we talking about?

People who have good-paying jobs

First-time home buyers and young families with limited equity and savings

People with vocational school or college debt

Parents paying for childcare

Keeping these families in the area is a *public good*

Finding housing in/near East Grand Rapids

A two-person household in Kent County at 120% AMI (\$96,720) looking to buy a home with a \$30,000 downpayment and \$1,000/month debt qualifies for a house at \$248,000 or rent of \$2,418

- On 10/14/24 there was one house for sale in EGR for under \$300,000 →
- There were five homes for sale between \$200,000-\$250,000 within a mile of EGR
- There were two rentals available in EGR

Demand for housing in Kent County for households at \$71,601-\$107,400 income is estimated by Housing Next at 899 rental units and 2,697 homes for sale between 2022-2027



Fully fenced yard

\$297,000

2 bds | 1 ba | 1,001 sqft - House for sale

312 Rosewood Ave SE, East Grand Rapids, MI...

FIVE STAR REAL ESTATE (ADA)

\$297/Square Foot

Why do we need housing incentives?

Homebuilderdigest.com said in 2022 (both builders are in GR):

Christin Homes “Basic construction or value-conscious starts at \$295 per square foot, while middle tier homes are around \$350 per square foot. For luxury and high-end home construction, costs can go above \$450 per square foot.”

Snowden Builders “A more basic or value-conscious project starts at \$315 per square foot, a middle-range home at \$350 per square foot, while a luxury or high-end may start at \$400 per square foot.”

The median cost to buy an existing home in Kent County is \$225-250 per square foot

Houzeo.com says homeowners spend an average of \$366,780 to build a home in Michigan, which is \$109,380 more than the median sale price.

If you are a builder, you will lose money building homes for middle income people. So while there is plenty of demand, the supply won't increase without incentives.

Current housing incentives include...

Depending on the project:

Obsolete Property Rehabilitation tax abatement

Commercial Rehabilitation tax abatement

Payment in Lieu of Taxes (PILOT)

Residential and Attainable Tax Abatements

Brownfield Tax Increment Financing (TIF)

The right incentive depends on the project specifics.



Price cut: \$55,000 (Oct 03)

\$230,000

3 bds | 2 ba | 968 sqft - House for sale

2719 Madison Ave SE, Grand Rapids, MI 49507

LIGHTHOUSE PROPERTY MANAGEMENT

\$237/square foot

What are the TIF eligible activities?

New housing TIF can be used in a community with an “identified housing need” to reimburse the developer for...



\$2,295

3339 Lake Dr SE

East Grand Rapids, MI 49506

4 Beds • 1 Bath • 1,600 Sqft

- Environmental costs, infrastructure, site preparation, demolition
- Construction financing gap for homes for income qualified households (income qualified = max 120% of AMI or \$96,720 for a two-person household in Kent Co.)
- Rehab of buildings for income qualified rental
- Temporary household relocation for income qualified households
- Acquiring blighted or obsolete rental units to rehab for income qualified renters
- Interest on loans for eligible activities



What money is used for a brownfield plan?

Property taxes.

Local property taxes include the county and local government operating millages, and may include millages for parks, library, public safety, community college, ISD	In the City of East Grand Rapids, this is 38.5069 mills
State education tax (paid by every property owner)	6 mills
State school tax (paid on non-homestead residential, commercial, industrial property)	18 mills
City of East Grand Rapids total	62.5069 mills (non PRE) 44.5069 mills (PRE)

Important note: most school districts in the state (including EGRPS) are under a formula based on number of students for a share of state taxes. Capturing school taxes does not change the amount your local schools get annually. No one gets less under a brownfield plan – local property tax revenues will stay the same during TIF and increase after developer is fully reimbursed for eligible activities.

You are developing vacant property in the City of East Grand Rapids for income qualified multifamily residential.



YOU OWN 1 ACRE OF VACANT LAND WITH A TAXABLE VALUE OF \$100,000 AND YOUR CURRENT TAXES ARE \$6,251



YOU WILL BUILD 10 INCOME QUALIFIED RENTAL TOWNHOUSES FOR RESIDENTS UP TO 120% OF AMI PER YEAR, WITH AN AVERAGE RENT OF \$1,800/MONTH



THE TAXABLE VALUE WILL INCREASE TO \$4,000,000 AFTER DEVELOPMENT, WITH POST-DEVELOPMENT TAXES OF \$235,139



YOUR ELIGIBLE BROWNFIELD COSTS ARE \$3,000,000 FOR INFRASTRUCTURE, SITE PREP, AND A FINANCING GAP

WHAT'S THE RIGHT INCENTIVE?

Incentives comparison

Assumes taxable value of \$4,000,000, annual property taxes of \$250,028, \$3,000,000* in eligible activities

Incentive	Estimated annual incentive	Estimated or maximum duration	Estimated total value
Brownfield Tax Increment Financing (state plus local)	\$243,777	13 years	\$3,000,000*
Residential Neighborhood Abatement	\$58,500	12 years	\$702,000
Payment in Lieu of Taxes (PILOT)	\$228,428**	12 years	\$2,741,131

*Estimated total value may change based on actual eligible activities – numbers are all project-specific

**The minimum PILOT is 10% of rent revenues. The example is calculated on 10 apartments at an average rent of \$1,800/month times 12 months times 10%. Example incentive of \$228,428 = taxes of \$250,028-\$21,600 annual PILOT payment. Actual PILOT amount will vary based on units, rents, and local approval.

Housing TIF Approval for an EGR Project

TIF must be approved by a local brownfield authority, city commission, and sometimes the State of Michigan

Option 1: Kent County has a new Brownfield Redevelopment Authority that could approve TIF in East Grand Rapids if the city joins the BRA, and city commission and county commission approve the project.

Option 2: The City could create its own BRA. This keeps control in the city. BRA would need to create bylaws, policy, and members would be appointed by city commission. The BRA and city commission approve projects but the county does not.

Is this a good TIF project?

If you're the city and BRA:

Is the project consistent with BRA policy and legal requirements?

Is the project in the public good?

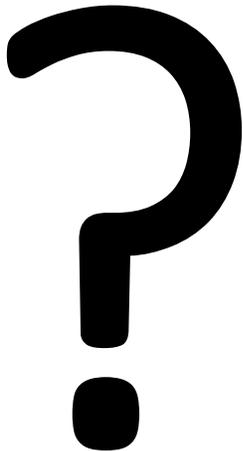
Is the city willing to support the project?

Is the ask reasonable?

Will the city incur costs from the development?

Can the city leverage other benefits by approving incentives?

Questions? Please get in touch!



Susan Wenzlick, Fishbeck

231-394-1657

SWenzlick@fishbeck.com

Shea Charles

From: Abbie Groff-Blaszak
Sent: Monday, October 21, 2024 12:45 PM
To: Katie Favale; Kate Skaggs; Ryan Burdick; Chris Wessely; Bradley Hunter; Laura Schwartz
Cc: Shea Charles
Subject: Information/Resources Related to Affordable Housing

Hi, Fellow Commissioners –

Wanted to share some information on ideas I've been thinking about (and as relate to Agenda Item #6 on our agenda this evening)... apologies for the timing of the email [REDACTED]

Inclusionary Housing Ordinance

I'm very interested in exploring the establishment of an [inclusionary housing ordinance](#) (IHO) alongside the development of the BRA. IHOs

- Essentially define “affordability” by setting local minimums related to rental/sale costs (%AMI), number of units in a development to be offered at affordable rates and/or longevity of affordability requirements when public investment is made to subsidize or incentivize a housing development.
- Ensure equity across agreements with developers related to incentives for the provision of affordable housing.
- Exist both within Michigan and across the country. Here are some examples from [Traverse City](#) and [Detroit](#).

Breadth of the BRA

I'm also interested in exploring the establishing the BRA district to cover the entire community, which could

- Allow us to “democratize” the TIF and use it to incentivize the building of ADUs (that meet affordability requirements) and help us realize the potential of this recently-passed ordinance
- Help build out MFR zones to include affordable housing

Defining "Affordability"

Some data that I've been thinking about when considering what's “affordable”:

- At 120% AMI, NO teacher in our community could afford a studio apartment without a Masters degree AND at least 25 years of experience
- At 100% AMI, a teacher would need 16 years of experience (with a BA) or 13 years of experience with a MA

- In order for a first-year teacher to rent an apartment in our community, a studio apartment would need to be available at 60% AMI
- Similarly, in order for our highest paid city grounds crew member to afford a studio apartment, it would also need to be available at 60% AMI
- This is to say nothing of the ability of various retail clerks, landscapers, early childhood caregivers and educators, restaurant workers, delivery drivers, and others who provide essential services that maintain our community's quality of life to afford housing in the community they serve

See y'all tonight!

Abbie

Abbie Groff-Blaszak
City Commissioner
Ward 3

(616) 516-6401
agroff-blaszak@eastgrmi.gov
750 Lakeside Dr. SE, EGR, MI 49506
www.eastgrmi.gov





SHEA CHARLES
CITY MANAGER

CITY OF
EAST GRAND RAPIDS

7

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

(616) 940-4817

www.eastgr.org

MEMORANDUM

TO: Honorable Mayor and City Commissioners
FROM: Shea Charles, City Manager
DATE: October 16, 2024

RE: Comcast Franchise Renewal

Action Requested: That the City Commission consider approving the franchise extension from Comcast for cable television services in East Grand Rapids.

Background: The City Charter authorizes the City to grant franchises of public utilities to utilize our public right of ways to provide various services, such as cable television. Comcast's current ten-year franchise agreement expires at the end of October 2024, and they request a ten-year extension (attached).

In 2006, the State of Michigan adopted the METRO Act, which governs the permitting of telecommunication services within a municipality's right-of-way (ROW). A companion piece of legislation was the creation of the Uniform Cable Franchise Act. Before this legislation, communities could negotiate with cable providers over services, fees, channels, and other public benefits. The 2006 legislation now limits these powers, and we can only negotiate franchise and PEG fees. Franchise fees are the "rent" paid by cable providers to use the City's ROW and are 5% of gross revenues. PEG fees, Public Education and Government, are used to provide public access to the cable system. Both of these fees are charged to the subscribers and remitted to the City by the provider.

The proposed extension continues these fees, and all other terms are the same as the last agreement. The Finance Committee has reviewed this request and found it to be in order.

Shea Charles, City Manager

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)*
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a

FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of East Grand Rapids, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of California/Massachusetts/Michigan/Utah, LLC, a Delaware Limited Liability Company doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the

permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
 - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services,

- capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
- iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 1%) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 1 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is ----- % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of East Grand Rapids:

Attn:

Fax No.:

1.

41112 Concept Dr.

Plymouth, MI 48170

Attn: VP of Government Affairs

Fax No.: 734-892-2159

2.

2605 Circle 75 Pkwy SE

Atlanta, GA 30339

Attn: Sr. Vice President, Government Relations

3.

One Comcast Center

Philadelphia, PA 19103

Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

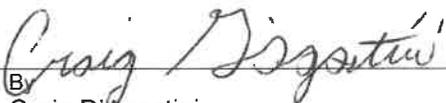
- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of East Grand Rapids, a Michigan Municipal Corporation

Comcast of California/Massachusetts/Michigan/Utah, LLC, a Delaware Limited Liability Company doing business as Comcast

By
Print Name
Title
Address
City, State, Zip
Phone
Fax
Email

 By
Craig D'Agostini
Print Name
Vice President of Government and Regulatory Affairs
Title
41112 Concept Drive
Address
Plymouth, MI 48170
City, State, Zip
734 359-2240
Phone
734-892-2159
Fax
Craig_D'agostini@cable.comcast.com
Email

FRANCHISE AGREEMENT (*Franchising Entity to Complete*)

Date submitted:
Date completed and approved:




ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: September 16, 2024		
Applicant's Name: Comcast of California/Massachusetts/Michigan/Utah, LLC		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 06-1116778		

Company executive officers:

Name(s): Craig D'Agostini
Title(s): Vice President of Government and Regulatory Affairs

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Jeff Snyder		
Title: Senior Manager, External Affairs		
Address: 5300 Patterson Ave. Suite 230 Grand Rapids, MI 49512		
Phone: (616)560-1922	Fax:	Email: Jeffrey_Snyder@comcast.com

Name: Matt Kelley		
Title: Director, Government Affairs		
Address: 720 Taylor St., Ft. Wayne, IN 46802		
Phone: 317-771-2104	Fax:	Email: Matthew_Kelley@cable.comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

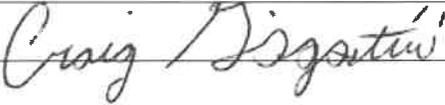
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, Craig D'Agostini, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Craig D'Agostini, Vice President of Government & Regulatory Affairs	
Signature: 	Date: September 18, 2024

(Franchising Entity)

City of East Grand Rapids, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

Video/Cable Television Frequently Asked Questions

1. Q. What is the Michigan Public Service Commission's (MPSC) role regarding video/cable television? Does the MPSC regulate cable television?

A. The Commission's authority is limited to that provided by statute (2006 PA 480). In Section 12(1) of the Act, it states: "The Commission's authority to administer this Act is limited to the powers and duties explicitly provided for under this Act, and the Commission shall not have the authority to regulate or control a provider under this Act as a public utility." (emphasis added)

While the Commission's authority is limited, the Commission still has many responsibilities which include, but are not limited to: reviews disputes between customers and providers, providers and providers, and providers and franchise entities (municipalities); construct a standardized uniform agreement form; receive annual reports from providers; administer the formal process to review disputes; submit an annual report (February 1 of each year) to the Governor and Legislature, and order remedies and penalties for violations of the Act.

2. Q. I am having a problem with my video/cable television provider. What can I do?

A. If you are experiencing problems with your provider, you should first contact your provider and attempt to resolve the dispute with them. If you are dissatisfied with the provider's response, or the dispute is not resolved to your satisfaction, you may file a complaint with the MPSC.

3. Q. Can I file a satellite television complaint with the MPSC?

A. No. If you are experiencing a problem with your satellite television, you should contact the Federal Trade Commission (FTC): (877) 382-4357 or www.ftc.gov. You may also contact the Michigan Attorney General's office: (877) 765-8388. The MPSC does not have authority over satellite complaints or inquiries.

4. Q. Is internet service regulated?

A. No. The MPSC does not have the authority to regulate internet services.

5. Q. Are there any alternative providers in my area?

A. If you are inquiring as to what other video/cable providers may be in your area, you should contact your local franchise entity directly. The franchise entity is the local unit of government in which a provider offers video/cable services through a franchise. In most cases, the franchise entity is the township, village, or city that you live in. Since satellite providers do not have franchise agreements, you must contact the satellite providers directly.

6. **Q. I would like to have cable service, but the cable company is requiring me to pay a large construction fee to bring the service to my house/business. Are cable companies allowed to require such a fee?**

A. Yes. Per Section 76.309(i) of the Federal Communication Commission's (FCC) cable rules: Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system. Therefore, a company can charge a customer a construction fee for any distance extending beyond 125 feet in order to bring the service to a customer's home.

7. **Q. I returned equipment and boxes to my cable company and now I have a collection notice for unreturned equipment. What can I do?**

A. First, contact your provider. Explain to the provider that you have returned the equipment, and provide them with copies of your return receipts. If you are not able to resolve your complaint, you may submit a complaint to the MPSC for assistance. It is helpful if you know the date and location of where you returned the equipment, and if you still have your receipt that you received when you returned the equipment. *Always request a receipt after returning equipment to your provider.*

8. **Q. My cable company damaged my property. What can I do?**

A. You should first contact your cable provider and inform the company of the damage and attempt to resolve the issue with them. If you are not able to obtain a resolution, you may submit a complaint to the MPSC. The MPSC can assist you with your complaint but does not have authority to make awards for damage claims. You may also consider filing suit in small claims court or filing a claim with your homeowners insurance.

9. **Q. I have a cable line that is either on the ground or hanging very low, causing a public hazard. Who should I contact?**

A. You should contact your provider and make them aware of the situation. If the problem is not quickly resolved, you may contact the MPSC to assist you with your complaint. The MPSC will request expedited treatment from the provider.

10. **Q. What is a PEG fee? Why am I being charged this?**

A. PEG stands for Public, Education, and Government channels. This fee is authorized by your local municipality and is collected by your cable provider and paid to your local municipality, at no profit to the cable provider. PEG fees are used by the local municipality for PEG purposes. You should contact your municipality regarding questions as to how the PEG fee is being used. If you believe your PEG fee on your bill may be inaccurate, you should contact your cable provider.

11. Q. What is a Franchise Fee? Why am I being charged this?

A. Franchise fees, which may appear on your bill, are authorized by your local municipality (Franchise Entity). Franchise Fee amounts may differ among customers due to the differences in the types of services that they may be receiving.

Franchise fees are collected by your cable provider and then paid to the franchise entity. Your municipality is allowed to use the money collected by franchise fees at their discretion.

Extra services such as an HD receiver, On-demand, DVR, pay-per-view, etc. can all impact your franchise fee amount. If you have any questions regarding this fee, please contact your provider or municipality.

12. Q. What is a Broadcast Fee? Is this a legitimate charge on my bill?

A. Broadcast Fees are itemized charges that are intended to offset the costs of retransmitting broadcast television signals. For more information, see Section 76.922 “Rates for the basic service tier and cable programming services tiers” in the Code of Federal Regulations.

13. Q. What is a Regional Sports Network Fee? I don’t watch sports, why am I being charged this?

A. Regional Sports Network Fee is a charge on a customer’s bill associated with the costs of sports network programming. For more information, see Section 76.922 “Rates for the basic service tier and cable programming services tiers” in the Code of Federal Regulations.

14. Q. I live in an apartment and my complex will only allow me to use the cable provider of their choosing. I would like to receive services through a different cable provider. Can my complex prevent me from choosing my own?

A. Apartments, as well as cooperatives, condominium buildings, gated communities, mobile home parks, garden apartments, and other centrally managed residential real estate developments are considered multi dwelling units (MDU’s). If your MDU is serviced by a certain cable provider and you wish to receive service from a different cable provider, you will have to appeal to your landlord or the company that owns the MDU. The MPSC does not have the authority to force an owner of a MDU to allow their tenants to receive service from a different cable provider.

15. Q. I purchased my cable company’s equipment from a website such as EBay through a third party seller. Now my cable company wants to charge me for this equipment that I already paid for. Can they do this?

A. If the equipment is the property of a cable company, then it belongs to the company. If a third party is selling a cable company’s equipment, the consumer should be very cautious. The equipment that is being sold may be considered stolen by the cable

company and it is likely that you may be charged for it by the provider. You may consider contacting the website from which you purchased the equipment in an attempt to obtain monetary reimbursement for your loss if you are charged. Also, consider contacting the Michigan Consumer Protection Division at: 877-765-8388.

16. Q. Can I file a complaint with the MPSC on the behalf of a relative?

A. Yes. However, be advised if you are not an authorized user on the account of the person whom you are filing the complaint for, the company may choose to not speak with you. If you have a relative that would like you to file a complaint on their behalf, then you should have that relative contact the cable provider and add your name to the account as an individual authorized to speak regarding the account. The MPSC does not have any authority over a cable providers' policies and procedures.

17. Q. A cable provider wants to dig on my property, but they do not have my permission to do so. Can they still dig?

A. You should first determine if the cable provider has an easement on your property; if there is one, determine where it begins and ends. The cable provider is allowed to dig within the easement. The MPSC has no authority over easements. You should contact your local municipality for information regarding easements.

18. Q. I filed an informal complaint with the MPSC and I am still dissatisfied with the resolution of my complaint. What can I do?

A. You may notify MPSC Staff that you are dissatisfied with the resolution of your complaint. You may request to have your complaint re-opened and sent back to the provider. However, you also may file a formal complaint. Contact MPSC Staff and request to receive information regarding formal complaints. You may also find formal complaint information online by going to:

http://www.michigan.gov/documents/mpsc/videoformal_340029_7.pdf

19. Q. A cable provider serving our franchise entity is delinquent in paying their Franchise Fees or PEG fees. What can the franchise entity do?

A. First, contact the video service provider and attempt to resolve the dispute with them. If you remain unable to resolve the issue, you may file a complaint with the MPSC.

20. Q. My municipality received a document titled, "Attachment 3" from a cable provider servicing our area. What is this?

A. Pursuant to Section 3(3) of PA 480 of 2006, a Franchising Entity shall have 30 days after the submission date of a completed Uniform Video Services Local Franchise Agreement (Agreement) to approve the Agreement. If you do not notify the provider within 15 business days after receiving a filing of an Agreement regarding the completeness of that Agreement or approve the completed Agreement within 30 days of the submission, the Agreement shall be considered complete and approved. An Attachment 3 document notifies franchising entities and the MPSC of this action.

21. Q. What are the requirements of a franchising entity as it relates to the installation, construction, and maintenance of video service within a public right-of-way?

A. Pursuant to Section 8(1) of PA 480 of 2006, a franchising entity shall allow a video service provider to install, construct, and maintain a video service or communication network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.

Additionally, pursuant to Section 8(2) of Pa 480 of 2006, a franchising entity may not discriminate against a video service provider to provide video service for any of the following:

- The authorization or placement of a video service or communications network in public rights-of-way.
- Access to a building owned by a governmental entity.
- A municipal utility pole attachment.

22. Q. Are permit fees allowed as it relates to the public right-of-way?

A. Pursuant to Section 8(3) of PA 480 of 2006, A franchise entity may impose on a video service provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the franchising entity for issuing the relevant permit. A fee under Section 8 shall not be levied if the video service provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the video service provider in the public rights-of-way or for general revenue purposes.



SHEA CHARLES
CITY MANAGER

CITY OF
EAST GRAND RAPIDS

8

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

(616) 940-4817

www.eastgr.org

MEMORANDUM

TO: Honorable Mayor and City Commissioners
FROM: Shea Charles, City Manager
DATE: October 16, 2024

RE: Demolition Agreement - Gaslight Investors Upper-Level Parking Deck

Action Requested: That the City Commission consider approving an agreement between the City and Gaslight Investors LLC permitting them to demolish the upper level of their current parking deck.

Background: Gaslight Investors is seeking to demolish the upper level of their current parking deck in preparation for potential future redevelopment. The structure itself has reached the end of its useful life and is in need of removal. As the current deck was part of the approved 2004 PUD it cannot be removed without permission. The attached agreement includes the following:

- 1) Grants permission for the demolition.
- 2) Acknowledges the current PUD parking requirements.
- 3) Notes that given the buildings that have already been constructed, the remaining surface parking is sufficient to meet parking requirements.
- 4) In the event that a need for more parking capacity for the development is identified, the City can require Gaslight Investors to install such parking.

The agreement also recognizes that the City is considering establishing a Brownfield Redevelopment Authority (BRA) and this cost may be eligible for reimbursement at a future date.

The City Attorney and staff have reviewed and approved the agreement. Gaslight Investors intend to demolish the deck by the end of 2024.

Shea Charles, City Manager

AGREEMENT AMONG
CITY OF EAST GRAND RAPIDS,
2255 WEALTHY, L.L.C.
AND
515 LAKESIDE, L.L.C.

**TEMPORARY REDUCTION OF PARKING REQUIREMENTS IN
JADE PIG VENTURES PLANNED UNIT DEVELOPMENT**

Jade Pig Ventures Planned Unit Development Ordinance (“PUD Ordinance”) was originally approved by the East Grand Rapids City Commission on October 18, 2004, with an effective date of February 22, 2005. There has been one formal amendment to the PUD Ordinance, which became effective on February 15, 2008. Jade Pig Ventures’ interest in the real property which is covered by the PUD Ordinance has been transferred in part to 2255 Wealthy, L.L.C. and in part to 515 Lakeside, L.L.C. and for purposes of this Agreement (this “Agreement”), 2255 Wealthy, L.L.C. and 515 Lakeside, L.L.C. are hereinafter referred to as “Gaslight Investors”.

Section 3(o) of the PUD Ordinance requires 687 parking spaces for the Planned Unit Development (“PUD”). Similarly, Section 4(m) of the PUD Ordinance also requires 687 parking spaces for the PUD. A portion of the parking spaces have been supplied by a two-level parking structure located on the PUD site comprised of a surface parking lot and an elevated second level parking lot, and the elevated second level parking lot contains approximately 198 parking spaces. Section 3(j) of the PUD Ordinance indicates that the parking structure must be retained in order to meet the parking requirements of the PUD Ordinance.

Gaslight Investors has informed the City of East Grand Rapids (the “City”) that the second level of the parking structure is no longer in use. Gaslight Investors has asked for permission to demolish the second level of the parking structure at this time and not to rebuild the second level until the use of the PUD property reaches a point that more parking spaces are needed than would currently be available on the surface parking lot.

The City staff has estimated that with all of the second level parking lot spaces being removed, there are still sufficient parking spaces on the PUD site to cover the amount of parking needed for the portions of the PUD that have been built out. Because of the uncertainty as to when additional spaces will need to be added to the site and the nature of the uses that will be added to the site, Gaslight Investors has asked to not seek a formal amendment of the PUD Ordinance at this time regarding the number of parking spaces but rather to allow Gaslight Investors to maintain a lesser number of parking spaces to be in compliance with the PUD Ordinance while plans for the PUD area are determined and implemented.

Since the City staff has determined that the current number of parking spaces available in the surface parking lot are sufficient to service the parking demands of the PUD site, the City has agreed to enter into this temporary arrangement to allow Gaslight Investors to provide less than

687 parking spaces until the City requires the addition of additional parking spaces to meet the current demands of the businesses and residential structures that are then existing on the PUD site.

Accordingly, the City and Gaslight Investors hereby agree as follows as of this ___ day of _____, 2024.

1. Gaslight Investors, after obtaining appropriate demolition permits, may remove the second level of the parking structure on the PUD site and all costs incurred in connection with the demolition of the second level of the parking structure and costs related thereto such as modification to the lighting on the site will be eligible for reimbursement if a future brownfield authority is established, a work plan is approved, and the costs are determined to be eligible that includes the PUD site.

2. Following the removal of the second level of the parking structure, the PUD site will be in compliance with the PUD Ordinance.

3. The City has determined that the parking spaces on the surface parking lot are currently sufficient for the uses contained on the PUD site.

4. At any time, and in its sole discretion when the use of the PUD site requires additional parking spaces, the City may require Gaslight Investors to add parking spaces to the PUD site in order to better meet the demand of increased usage of the PUD site. In no event shall the required number of parking spaces exceed the requirements of the PUD Ordinance.

5. If Gaslight Investors wants to permanently change the number of parking spaces on the PUD site as specified by the PUD Ordinance, Gaslight Investors will need to go through a formal site plan approval and a formal PUD Amendment procedure to obtain that modification.

This Agreement may be amended, modified or terminated only in writing signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, this Agreement has been duly executed by all parties to be effective as of the date and year written above.

CITY OF EAST GRAND RAPIDS

Katie Favale, Mayor

Lori Parmenter, City Clerk

2255 WEALTHY, L.L.C.

By _____
Its _____

515 LAKESIDE, L.L.C.

By _____
Its _____



CITY OF
EAST GRAND RAPIDS

9

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

(616) 940-4817

www.eastgr.org

DOUG LA FAVE
DEPUTY CITY MANAGER

MEMORANDUM

TO: Honorable Mayor and City Commissioners
FROM: Doug La Fave, Deputy City Manager
DATE: October 16, 2024

RE: Lead Service Line Replacement Contracts for FY 24/25

Action Requested: That the City Commission consider approval of a contracts for lead water service line replacements for FY 24/25 with Groundhawg Excavating and Landscaping of Lowell, MI for Project/Contract #1 in the amount of \$593,358.00 to replace 130 lead service lines (LSLs) and authorizes two contracts to the two qualified low bidders for Project/Contract #2 with Groundhawg Excavating and Landscaping of Lowell, MI (bid \$255,293.50) and Tubergen Construction of Wyoming, MI (bid \$271,486.25) to be assigned by the Deputy City Manager/Director of Public Works to replace 60 lead service lines in accordance with prorated bid pricing and for both Project Contracts up to the authorized budget amount of \$930,000 to include contingency or added LSL replacements.

Background: In conjunction with the recently approved water service materials inventory hydro-excavating contract at the October 7, 2024, City Commission meeting the Department of Public Works partnered with the Kent County Purchasing Department to bid out two lead water service line replacement contracts for FY 24/25, estimated to replace ~190 lead water service lines. Project/Contract #1 is for replacement of a combination of public and private water service lines. Project/Contract #2 is for replacement of private water service lines. Under the current State of Michigan/EGLE Lead and Copper Rule public water systems are responsible to replace private lead water service lines.

Under the Michigan/EGLE Lead and Copper Rule (LCR) 2018 update, public water systems are required to remove lead service lines (LSLs) at a rate of 5% on average with respect to current known/assumed LSLs with a requirement to remove all LSLs by 2038. The City of East Grand Rapids has exceeded this requirement each year. Since 2019 the city has removed ~415 LSLs. With programmed and estimated LSL replacements, in addition to completion the water service material inventory of all service line in the community within the next few years, it is anticipated that all LSLs will be replaced in a 5–8-year timeframe, well ahead of the 2038 LCR requirement. It should be noted that recently at the the federal government level, the Environmental Protection Agency (EPA) is in the process of requiring all LSLs be replaced within a 10-year timeframe.

The Department of Public Works is respectfully requesting authorization for two contracts for Project/Contract #2 to provide for greater flexibility and additional an additional resource related to LSL replacements.

2024 Water Service Line Inventory Assessment:

- 3,935 total water service lines in the city
- 2,144 known
- 1,791 remain to physically verify (per the TMF LSLR grant for reimbursement period and going forward actual to date is 1,774 due to in-house-DPW completion)
- 412 verified LSLs
- 1,146 assumed LSLs remain
- LSL breakdown: known full LSLs=37, plus known partial LSLs=375, plus presumed partial LSLs=937, plus presumed full LSLs=209, total LSLs=1,558
- From overall known and presumed of 1,558 minus 150 currently underway =1,408 potential LSLs

The FY 24/25 budget has \$930,000 programmed for LSL replacements. The approach taken to allow for multiple contracts in better alignment with contractor market resources and capabilities have the two Project/Contracts totaling between \$848,651.50 and \$864,844.25 when factoring the two recommended Project/Contract #2 contractors.

Included with materials are bid specifications/advertisement, bid tabs and submissions.

Additional Resources/Information:

Public Link: [Water Service Material Inventory \(gvmc-regis.org\)](https://gvmc-regis.org)

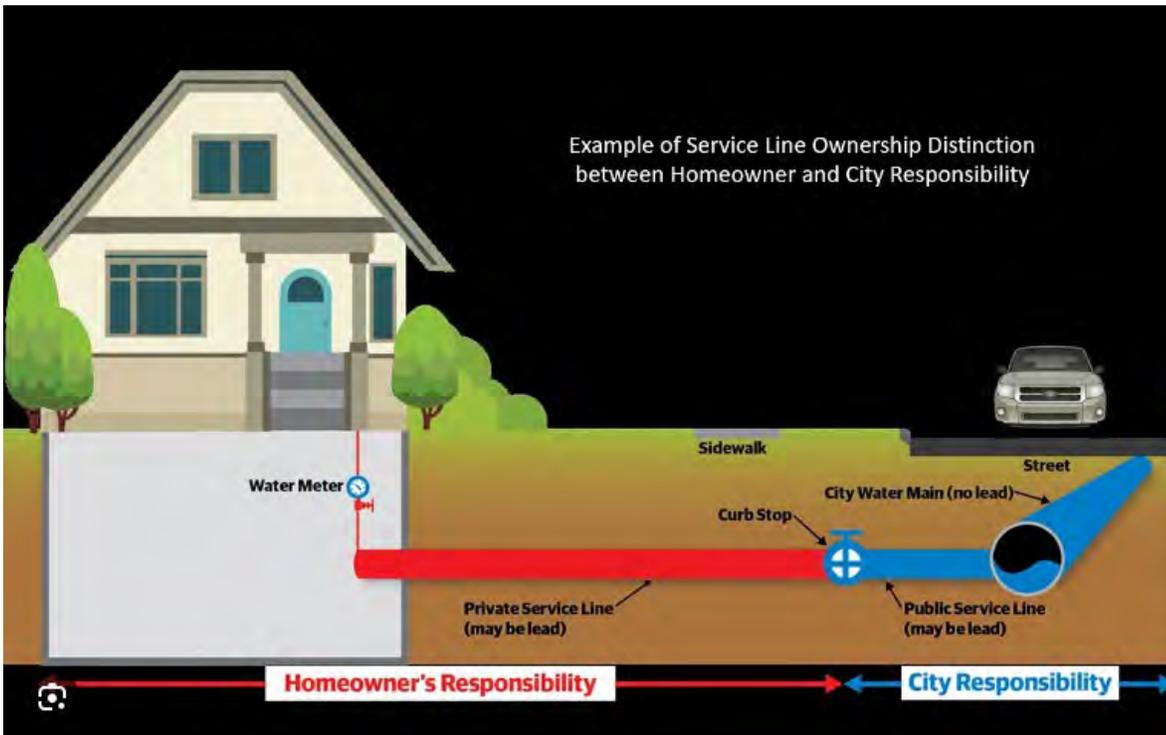
Image of Inventory 2021 to Present-Below-Red/Lead-Green/Other-Updated Approximately Quarterly-Below



Image of Removed LSL/Replaced with Copper-Below



Water Service Line Ownership/Responsibility-Exception for LSL Replacements of Private Lines under the LCR-Below



REVIEWED & APPROVED FOR SUBMISSION:


Shea Charles
City Manager

Kent County Purchasing Division

BID 5804:Lead Service Line Replacement (Project 1) - City of East Grand Rapids

Due: 10/3/24 at 2pm

Description	Vendor	Total	Comments	
Total Bid	All Seasons Underground Construction Inc	\$878,357.00		
Total Bid	Five Star Energy Services LLC	\$858,333.00		
Total Bid	Groundhawg Excavating & Landscaping llc	\$593,358.00		
Total Bid	SPS Pro Plumbing	\$677,010.00		

Note: This document shall not be construed as a comment on the responsiveness and is subject to change during the review process. This information is not an indicator of award.

BID 5804 Solicitation - Vendor Submission

Vendor Information

Company Name: groundhawg excavating & landscaping llc
Contact Name: KIM DEWAARD
Contact Title: owner
Address: 10216 CASCADE RD SE
City: Lowell
State: MI
Zip Code: 49331
Other:
Email: groundhawg2012@gmail.com
Phone: 6162184850
Business Type:
Unspecified

Attachments

 [groundhawg excavating & landscaping llc BID5804_1_Wed Oct 02 22:16:05 EDT 2024.pdf](#)

Additional Vendor Comments:

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount		
				Dollars	Cts	Dollars	Cts	
0001	1500001		1	LSUM	18700	00	18700	00
0002	2040020		130	Ft	4	00	520	00
0003	2040050		749	Syd	8	00	5992	00
0004	2040055		108	Syd	27	00	2916	00
0005	3020020		598	Syd	25	00	14950	00
0006	4030005		1	Ea	700	00	700	00
0007	5010025		99	Ton	235	00	23265	00
0008	8010005		151	Syd	65	00	9815	00
0009	8020002		30	Ft	24	00	720	00
0010	8020038		50	Ft	24	00	1200	00
0011	8020040		50	Ft	24	00	1200	00
0012	8030044		825	Sft	6	00	4950	00
0013	8030046		150	Sft	7	50	1125	00
0014	8120170		1	LSUM	3500	00	3500	00
0015	8120370		1	LSUM	5000	00	5000	00
0016	8167011		2,080	Syd	16	00	33280	00
0017	8237001		200	Ft	70	00	14000	00
0018	8237001		50	Ft	80	00	4000	00
0019	8237001		50	Ft	85	00	4250	00
0020	8237001		50	Ft	100	00	5000	00
0021	8237050		5	Ea	200	00	1000	00

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
0022 8237050	_ Tap Adaptor, 1/2 inch x 3/4 inch including fittings to increase to 1 inch copper	5	Ea	145	00	725	00
0023 8237050	_ Tap Adaptor, 3/4 inch x 1 inch	5	Ea	175	00	875	00
0024 8237050	_ Tap Adaptor, 5/8 inch x 3/4 inch including fittings to increase to 1 inch copper	5	Ea	165	00	825	00
0025 8237050	_ Water Service Tap, 1 Inch	1	Ea	750	00	750	00
0026 8237050	_ Water Service, 1 Inch (Curb Box to Meter)	49	Ea	3200	00	156800	00
0027 8237050	_ Water Service, 1 Inch, Long Side	36	Ea	3300	00	118800	00
0028 8237050	_ Water Service, 1 Inch, Short Side	36	Ea	2950	00	106200	00
0029 8237050	_ Water Service, 1.25 Inch (Curb Box to Meter)	1	Ea	3000	00	3000	00
0030 8237050	_ Water Service, 1.25 Inch, Long Side	1	Ea	3350	00	3350	00
0031 8237050	_ Water Service, 1.25 Inch, Short Side	1	Ea	3000	00	3000	00
0032 8237050	_ Water Service, 1.5 Inch (Curb Box to Meter)	1	Ea	3500	00	3500	00
0033 8237050	_ Water Service, 1.5 Inch, Long Side	1	Ea	3850	00	3850	00
0034 8237050	_ Water Service, 1.5 Inch, Short Side	1	Ea	3500	00	3500	00
0035 8237050	_ Water Service, 2 Inch (Curb Box to Meter)	1	Ea	3600	00	3600	00
0036 8237050	_ Water Service, 2 Inch, Long Side	1	Ea	3950	00	3950	00
0037 8237050	_ Water Service, 2 Inch, Short Side	1	Ea	3550	00	3550	00
0038 8237050	_ Water Service, Exploratory Investigation	1	Ea	1000	00	1000	00
0039 8237060	_ Water Service, Plumbing Allowance	1	Dir	20,000	00	20,000	00

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount		
				Dollars	Cts	Dollars	Cts	
							Total Bid: 593358.00	

Contractor: Groundhug Excavating
[Signature] 10-2-24
 (Signature) (Date)

References

Please list three (3) client references. The City reserves the right to contact the references set forth below and references other than, and/or in addition to, those being furnished below.

Company and Contact Name: City of Grand Rapids John Hayes
Address: 300 Monroe Grand Rapids MI
Phone/E-Mail: 616 456 3831 jhayes@grand-rapids.mi.us

Company and Contact Name: East Grand Rapids
Address: 750 Lakeside Dr SE East Grand Rapids MI
Phone/E-Mail: 616 940 4817 dlafave@eastgr.org

Company and Contact Name: City of Grand Rapids Jeff McCaul
Address: 300 Monroe Grand Rapids MI
Phone/E-Mail: 616 456 3075 jmccaul@grand-rapids.mi.us

Bid Bond

AIA Document A310™ – 2010

Bid Bond No. SEL03041

CONTRACTOR:

(Name, legal status and address)

GROUNDHAWG EXCAVATING & LANDSCAPING, LLC

10216 Cascade Rd SE
Lowell, MI 49331

SURETY:

(Name, legal status and principal place of business)

Selective Insurance Company Of America
40 Wantage Avenue
Branchville, NJ 07890

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

East Grand Rapids
750 Lakeside Dr
Grand Rapids, MI 49506

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

Lead Service Line Replacement (Project 2) City of East Grand Rapids; Project No. 5804

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

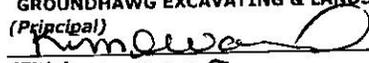
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

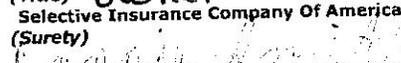
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of September, 2024


(Witness)


(Witness) Karla Heffron

GROUNDHAWG EXCAVATING & LANDSCAPING, LLC
(Principal)  *(Seal)*

(Title) owner
Selective Insurance Company Of America
(Surety)  *(Seal)*

(Title) Connie Smith, Attorney-in-fact

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PURCHASING DIVISION
Joni Laming, Manager
(616) 632-7720
purchasing@kentcountymi.gov

SOLICITATION

Solicitation Type	Bid
Solicitation Number	5804
Description	Lead Service Line Replacement (Project 1) - City of East Grand Rapids
Date of Issuance	9/16/2024
Inquiries Deadline Date & Time (local)	9/30/2024, 2 PM
Due Date & Time (local)	10/3/2024, 2 PM
Buyer Name	Underhill

INTRODUCTION

The Kent County Purchasing Division is soliciting bids for Lead Service Line Replacement for the City of East Grand Rapids with a final completion date of June 30, 2025

BID OPENING

The sealed submissions will be publicly opened and read aloud by the Kent County Purchasing Division. Kent County Purchasing Division will conduct public openings via teleconference. Click [here](#) to join the public opening.

SOLICITATION DOCUMENTS

This Solicitation is distributed by Kent County for the benefit of the named local agency and County registered bidders through distribution of this request. The Kent County Purchasing Division will assist but does not authenticate the Solicitation documents or award processes for the Solicitation.

SCOPE

Invitation to Bid, Bid Sheet, and Scope of work are attached

The **Itemized Bid Sheet** must be filled out completely and attached to the respondent’s submission.

The [Kent County Standard Submission Terms](#) posted on the Bid Opportunities page of the Kent County Purchasing Division website are incorporated by reference and shall be deemed to have the same force and effect as if fully set forth herein.

INQUIRIES

Any and all communication regarding this Solicitation shall be on the Kent County Purchasing Division Inquiry Blog via the [Bid Opportunities](#) page or during pre-proposal meetings. Kent County reserves the right to determine the response format or not respond, at its sole discretion.

INVITATION FOR BID/RFQ SUBMISSION

Complete submissions must be received in the Kent County Purchasing Division on or before the due date/time specified by the designated clock (local time). Late, faxed, or emailed responses will NOT be considered.

Submissions may be submitted electronically on the Bid Opportunities page of the Kent County Purchasing Division's website. Respondent must include a complete submission as 1 non-password protected PDF document with the following:

- Itemized Bid Sheet and Bid Bond, if applicable.

Respondent shall submit the Submission Form ("Bid Form" "Response Form") posted on the [Bids Opportunities](#) page of the Kent County Purchasing Division's website. Click the Submit Online icon to submit electronically or to print the Submission Form. Respondent must submit the Bid Bond with Submission Form.

The time required to upload a submission may vary. Respondent assumes all risks associated with electronic submission, including all technological difficulties, and deems the County and its service provider harmless and without fault. Successful electronic submissions are confirmed via Respondent's email. Respondent shall view the link in the confirmation email to determine accuracy prior to due date/time.

Submissions that deviate from the Solicitation specifications will only be considered if the deviations are clearly detailed and noted within the submission. In case of a dispute regarding the true intent and meaning of the specifications, the County's interpretation will prevail. When a Solicitation states no alternates, no deviations are permitted.

Kent County is not liable for cost incurred prior to award. A submission shall constitute an irrevocable offer for a period of 45 days from the due date/time. In the event the notification of award is not made within 45 days from the due date/time, the Respondent may withdraw or provide a written extension of their submission.

Submissions may only be withdrawn by written request if the request is received before the due date/time. Withdrawals after opening shall be subject to [Kent County Fiscal Policy – Centralized Purchasing 5\(i\)\(2\)](#).

NO BID

Please provide [feedback](#) if you are electing not to participate in this Solicitation.



INVITATION TO BID

Lead Service Line Replacement Project #1120-1-City and Private Side Replacements

City of East Grand Rapids
750 Lakeside Drive
East Grand Rapids, MI 49506

**NOTICE-INVITATION
TO BID**

Notice is hereby given that the City of East Grand Rapids, MI will be accepting proposals for water lead service line replacements.

Bids for Lead Service Line Replacement Services for Project #1120-1 City and Private Side Replacements will be received until 2:00 PM on Thursday, October 3, 2024, via electronic submittal to Kent County Purchasing.

The City of East Grand Rapids reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of East Grand Rapids.

Independent Contractor

It is expressly understood that the Contractor is an independent contractor and not the agent, partner, or employee of the City. Contractor and Contractor's workers, if any, are not employees of the City and are not entitled to tax withholdings, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise by the City. Contractor shall not have the authority to enter into any contract or agreement to bind the City and shall not represent to anyone that the Contractor has such authority. Contractor represents and warrants to the City that in performing the Services, Contractor will not be in breach of any agreement with a third party. Contractor agrees that he/she is subject to City ordinances and regulations, laws of the United States and of the State of Michigan, and that, in the event of violation of these, or behavior that is considered to be detrimental to the general public or the City, the City shall have the right to dismiss Contractor without prior notice.

Bid Bond

No Bid Bond is required if Respondent's offer is less than \$500,000.

Performance and Payment Bond

Each construction contract over \$50,000 must be accompanied by a Performance Bond and a Payment Bond, each payable to the Owner (City of East Grand Rapids) and each in the amount of 100% of the contract price with a corporate surety approved by the funding agency, for the faithful performance of the contract.

Insurance

The following requirements are applicable to all contracts entered into by the City:

The Contractor shall continuously maintain, during the life of the contract, insurance coverage of the type and amount specified below:

- **General Liability:** Comprehensive form, including premises/operations, independent contractors, and contractual liability insurance, and explosion and collapse, underground (only if excavation or tunneling involved), and products/completed operations hazards. Minimum Amounts: \$1,000,000 per occurrence bodily injury, \$1,000,000 per occurrence property damage.
- **Automobile:** Michigan "no-fault" coverage, residual automobile liability, comprehensive form, covering owned, hired and non-owned automobiles. Minimum

Amounts: "No-fault" coverage - statutory. Residual liability \$1,000,000 combined single limit.

- Worker's Compensation and Employer's Liability. Minimum Amounts: Worker's Compensation - statutory. Employer's Liability: \$100,000.

These coverages shall protect the Contractor, subcontractors, the City and its employees, agents and representatives against claims arising out of the work performed. Certificates evidencing the above coverage, with a 20-day cancellation clause, shall be filed with City Services for the City before the described work begins. New certificates must be supplied if the policy(ies) represented by a filed certificate are canceled, reduced, not renewed, or in any way allowed to lapse.

In case of cancellation of any required insurance during the term of the contract, the Contractor shall cease operations as of the date of termination and shall not resume operations until new insurance is in force.

All of the insurance specified above is to be furnished unless the reference thereto is deleted, and the deletion initialed by the City Liaison or authorized designee.

The Owner's Protective Liability policy as specified shall be written to include the City of East Grand Rapids, Michigan, as named insured.

References

Please list three (3) client references. The City reserves the right to contact the references set forth below and references other than, and/or in addition to, those being furnished below.

Company and Contact Name: _____

Address: _____

Phone/E-Mail: _____

Company and Contact Name: _____

Address: _____

Phone/E-Mail: _____

Company and Contact Name: _____

Address: _____

Phone/E-Mail: _____

Schedule of Items (Itemized Bid Sheet)

Contract ID: 1120-1
Location: City of East Grand Rapids
Description: LSL Replacement Project (City and Private Side)

Project Number: 1120-1
Estimate Number: 1
Project Type: Miscellaneous
Location: City of East Grand Rapids

Project Engineer: Jarid Halverson
Date Created: 9/3/2024
Fed/State #:
Fed Item:
Control Section:

Description: LSL Replacement Project (City and Private Side)

Instructions to Bidders: City of East Grand Rapids (LSL Replacement Project -City and Private Side Only)
Please provide Unit Price and Bid Amount for each pay item and a Total Bid Amount.

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount		
				Dollars	Cts	Dollars	Cts	
0001	1500001	Mobilization, Max	1	LSUM				
0002	2040020	Curb and Gutter, Rem	130	Ft				
0003	2040050	Pavt, Rem	749	Syd				
0004	2040055	Sidewalk, Rem	108	Syd				
0005	3020020	Aggregate Base, 8 inch	598	Syd				
0006	4030005	Dr Structure Cover, Adj, Case 1	1	Ea				
0007	5010025	Hand Patching	99	Ton				
0008	8010005	Driveway, Nonreinf Conc, 6 inch	151	Syd				
0009	8020002	Curb, Conc, Det E2	30	Ft				
0010	8020038	Curb and Gutter, Conc, Det F4	50	Ft				
0011	8020040	Curb and Gutter, Conc, Det F6	50	Ft				
0012	8030044	Sidewalk, Conc, 4 inch	825	Sft				
0013	8030046	Sidewalk, Conc, 6 inch	150	Sft				
0014	8120170	Minor Traf Devices	1	LSUM				
0015	8120370	Traf Regulator Control	1	LSUM				
0016	8167011	_ Turf Restoration	2,080	Syd				
0017	8237001	_ Water Service, 1 Inch (Curb Box to Meter, over 50 Feet)	200	Ft				
0018	8237001	_ Water Service, 1.25 Inch (Curb Box to Meter, over 50 Feet)	50	Ft				
0019	8237001	_ Water Service, 1.5 Inch (Curb Box to Meter, over 50 Feet)	50	Ft				
0020	8237001	_ Water Service, 2 Inch (Curb Box to Meter, over 50 Feet)	50	Ft				
0021	8237050	_ Tap Adaptor, 1 inch x 1 inch	5	Ea				

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount		
				Dollars	Cts	Dollars	Cts	
0022	8237050	_ Tap Adaptor, 1/2 inch x 3/4 inch including fittings to increase to 1 inch copper	5	Ea				
0023	8237050	_ Tap Adaptor, 3/4 inch x 1 inch	5	Ea				
0024	8237050	_ Tap Adaptor, 5/8 inch x 3/4 inch including fittings to increase to 1 inch copper	5	Ea				
0025	8237050	_ Water Service Tap, 1 Inch	1	Ea				
0026	8237050	_ Water Service, 1 Inch (Curb Box to Meter)	49	Ea				
0027	8237050	_ Water Service, 1 Inch, Long Side	36	Ea				
0028	8237050	_ Water Service, 1 Inch, Short Side	36	Ea				
0029	8237050	_ Water Service, 1.25 Inch (Curb Box to Meter)	1	Ea				
0030	8237050	_ Water Service, 1.25 Inch, Long Side	1	Ea				
0031	8237050	_ Water Service, 1.25 Inch, Short Side	1	Ea				
0032	8237050	_ Water Service, 1.5 Inch (Curb Box to Meter)	1	Ea				
0033	8237050	_ Water Service, 1.5 Inch, Long Side	1	Ea				
0034	8237050	_ Water Service, 1.5 Inch, Short Side	1	Ea				
0035	8237050	_ Water Service, 2 Inch (Curb Box to Meter)	1	Ea				
0036	8237050	_ Water Service, 2 Inch, Long Side	1	Ea				
0037	8237050	_ Water Service, 2 Inch, Short Side	1	Ea				
0038	8237050	_ Water Service, Exploratory Investigation	1	Ea	1000	00	1000	00
0039	8237060	_ Water Service, Plumbing Allowance	1	Dlr	20,000	00	20,000	00

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount		
				Dollars	Cts	Dollars	Cts	
							Total Bid:	

Contractor: _____

(Signature)

(Date)

CITY OF EAST GRAND RAPIDS
SPECIAL PROVISION
FOR
LSL PROJECT SPECIFIC REQUIREMENT

HE:JLH

1 of 5

8-19-24

a. Description.

The work shall consist of furnishing and installing pipe and accessories for lead service line (LSL) replacement and restoring turf, asphalt, and concrete surfaces in and outside the right of way. This work shall be in accordance with the MDOT 2020 Standard Specifications For Construction, except as modified herein, and includes furnishing all labor, equipment and materials required to complete the work.

b. Scope of Work.

The scope of the work for the project consists of the replacement of 130 water services to be identified by the City of East Grand Rapids on an annual basis. The City will provide the contractor a list of water services prior to work being started. This contract anticipates having approximately a 60/40 ratio of city side replacements to private side replacements (i.e. 78 - City side water service replacements and 52 – private side water service replacements). The services will be identified and grouped by block with priority of work determined by the City. The contract is extended to the contractor initially for a one year contract with the option to extend for a second and third year based off a mutually acceptable adjustment for annual inflation costs of construction.

c. Progress Schedule.

Work shall start as soon as the contract is executed or as approved by the Engineer. Substantial Completion of the project is June 15, 2025. The final Completion date is June 30, 2025 for permanent restoration of concrete, asphalt, and seeding items.

Winter Work:

Winter work is defined as construction between November 15, 2024 and March 30, 2025 and is authorized for this contract. If the contractor elects to complete work within this period, the contractor is to provide continuous operations with the exception of Holidays, weather related East Grand Rapids school cancellations, or approved weather cancellations at the discretion of the City of East Grand Rapids.

All hard surfaces (asphalt, curb and gutter, driveways, and sidewalks) removed during winter work must be temporarily filled with cold patch asphalt. The cold patch material and all labor associated with placement and removal shall be considered incidental to other pay items. The contractor shall complete temporary cold patch restoration on a weekly basis.

Final restoration of all hard surfaces (asphalt, curb and gutter, driveways, and sidewalks) and turf restoration disturbed during winter operations shall be repaired within two weeks of load limits being lifted in the spring.

Notification:

The Contractor shall notify resident(s) a minimum of 24 hours in advance of any driveway closure necessitated by the water service line work. The notice shall include the following items:

1. Contractor's name, Contact person including phone number of contact person.
2. A statement that the drive approach and/or sidewalk across the drive approach will be removed and replaced. Vehicles must stay off new concrete for seven (7) days.

Any inability to contact the property owner / resident shall be brought to the attention of the City inspector.

Restoration:

Road restoration work at each address shall be completed within two (2) calendar days from start of work. Sidewalk and drive approaches shall be completed within five (5) calendar days from start of work. Failure to do so may result in the placement of temporary material to permit safe pedestrian and/or vehicular traffic at the contractor's expense upon order of the Engineer.

Barricades shall be placed in all areas where concrete has been removed and will be left unattended. The barricades shall be placed at each end of the removed sidewalk and at the bottom and top of the drive approach. When street segments are being worked on, sidewalk closed signs shall be placed at either end of the segment of sidewalk at the closest cross walk. Sidewalk shall not be removed and left open over weekends or holidays; however, if it is necessary to leave open for any length of time, proper safety closures shall be kept in place. Sidewalk work shall only be allowed on one side of the street at a time with pedestrian access being maintained on the opposite side at all times.

d. Maintaining Traffic.

A minimum of one lane of traffic in each direction shall be maintained on each street at all times. Once a parking lane closure, bike lane closure, or lane shift is implemented, work shall be performed diligently and access to all lanes restored as soon as possible. The Contractor shall only close one lane adjacent to the curb. Should the Contractor's operations require parking restrictions (i.e., "No Parking" signs), the City of East Grand Rapids Engineering Department must

approve the location for such signs before they can be installed by the Contractor.

Pedestrian traffic shall be maintained on a minimum of one side of the street at all times in a safe manner. Notice shall be given to pedestrian traffic in advance of the construction work site, which directs pedestrians away from the construction work site out to an approved crosswalk.

The cost to maintain traffic at all locations where lead services lines are being replaced with copper water services including all necessary removals and restoration shall be paid for as a lump sum pay item Minor Traf Devices and Traf Regulator Control.

e. Onsite Storage,

Contractor shall not store materials or equipment at the site of the work for more than one week prior to the time that the materials or equipment are incorporated into the work. In addition, the Contractor may not store materials or equipment within pedestrian walkways. The purpose of these requirements is to minimize disruptions and inconvenience to the residents and to the operations of institutions, commercial establishments, etc. Contractor may request a deviation from this requirement from the City if they submit to the Engineer a plan for storage of materials and equipment accompanied by written permission from the owner(s) of the property upon which they will be stored, or if within street ROW, from the City. The City reserves the right, at no additional cost to the City, to require suitable offsite storage if satisfactory arrangements for onsite storage cannot be made.

f. Salvage of Materials and Equipment.

Existing materials and equipment removed, and not reused, as a part of the work shall become Contractor's property. Existing materials and equipment removed by Contractor shall not be reused in the work except where so specified or indicated.

g. Preconstruction Meeting.

The Contractor for the work covered by this proposal will be required to meet with the Engineer at a Preconstruction Meeting. The schedule for this meeting will be set within one week after the award of this Contract. The Engineer will arrange a time and place for the meeting, will preside at the meeting, and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

The meeting shall be attended by:

1. Contractor and his superintendent.
2. Principal subcontractors.
3. Representatives of City including Engineer
4. Others as requested by Contractor, City, or Engineer.

The purpose of the meeting is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

The agenda will include:

1. Contractor's tentative schedules.
2. Transmittals, review, and distribution of Contractor's submittals.
3. Processing Applications for Payment
4. Maintaining record documents.
5. Critical work sequencing.
6. Field decisions and Change Orders.
7. Use of premises, office and storage areas, security, housekeeping, and City's needs.

Also, unless previously submitted to Engineer, Contractor shall bring to the meeting a tentative schedule for each of the following:

1. Progress.
2. Procurement.
3. Shop Drawings and other submittals.

h. Progress Meeting.

Contractor shall schedule and hold bi-weekly progress meetings (monthly if project is on schedule), and at other times as requested by Engineer or required by progress of the work. Contractor, Engineer, and all major Subcontractors active on the site shall be represented at each meeting.

Engineer shall preside at the meetings and provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

i. Construction Coordination.

It is anticipated that a mill and overlay, cape seal, and watermain lining on local streets may occur concurrently with this project. In addition to these known projects, other projects, including but not necessarily limited to, City of East Grand Rapids maintenance projects, projects by private developers, and projects by utility companies may also occur concurrently with this project. The Contractor shall coordinate his work, including all traffic restrictions, with other

projects to incur the least inconvenience to the public and ensure the timely completion of the project. No additional payment or time extensions will be made to the Contractor for this coordination or for the joint use of traffic control devices.

j. Utility Coordination.

Contractor shall notify owners of adjacent property and all local utilities and pipeline companies when prosecution of the work may affect them.

Utilities and other concerned agencies shall be contacted at least 72 hours prior to excavating near underground utilities or pole lines.

When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit their inconvenience.

k. Clean Up.

Contractor shall keep the premises free at all times from accumulations of waste materials and rubbish. Parkways and sidewalks shall be kept free of construction materials, debris, and equipment. The area immediately adjacent to the construction zone shall be left clean and in an orderly manner at the end of each day. Sidewalks, driveways, and streets outside the construction limits shall be swept when required.

l. Measurement and Payment.

The cost of work specified in this special specification shall be considered to have been included in the prices for other pay items listed in the bid form and will not be paid for separately.

END OF SECTION

CITY OF EAST GRAND RAPIDS
SPECIAL PROVISION
FOR
LSL REPLACEMENT WITHIN THE ROW

HE:JLH

1 of 4

8-19-24

a. Description.

The work shall consist of furnishing and installing pipe and accessories for lead service line (LSL) replacement and restoring turf, asphalt, and concrete surfaces in the right of way. This work shall be in accordance the MDOT 2020 Standard Specifications for Construction, except as modified herein, and includes furnishing all labor, equipment and materials required to complete the work.

b. Materials.

All materials furnished by the Contractor shall conform to the Specifications that follows. Where reference specifications are used, they shall be considered as referring to the current edition of latest issue.

Certifications of conformance shall be submitted and shall be approved by the Engineer before these materials are used in the proposed construction.

Materials for water services shall be as follows:

Copper Water Pipe shall be Type K conforming to ASTM B 88 with 1" minimum diameter installed with flared fittings. Services larger than 1" shall match existing unless otherwise approved.

Corporation Stops shall be 1" Mueller H-15000 or McDonald 4701-22 Mac-PAX 12" and 2" shall be the Ball Valve type McDonald Model 47-1 BT compression fitting with Mueller thread. Contractor will reuse existing corporation stops for service line replacement. In case of damage requiring corporation stop replacement, coordination will be made with the City of East Grand Rapids who will provide material and labor to tap the main and replace the corporation stop.

Curb stops valves shall be ball valve type Ford, Ball Valve Curb Stop – Minneapolis Pattern (FB22444MNL) or approved equivalent.

Curb boxes shall be A.Y. McDonald, Curb Box (5614). The lids of all boxes shall be marked with the word "WATER" or the letter "W." Buffalo Boxes are not permitted.

c. Construction.

Trenchless Technology Submittals - The Contractor shall furnish document(s) supporting the Contractor's qualifications and experience for the trenchless technology that the Contractor plans to use.

Equipment and Expertise - The Contractor shall have equipment and expertise, appropriate for horizontal directional drilling, horizontal boring, pneumatic piercing (impact moling), pipe bursting/splitting, pipe pulling, or other Engineered approved trenchless installations. This includes the preparation and maintenance of the bore path using drilling fluids as appropriate for the geology of the soils. The Contractor shall also have experience in safety and dependability installing, in similar geology, similar size and length of piping involved.

General - The Contractor shall install water services when specified or when directed by the Engineer. Water services shall include the connection to the water main, the curb stop and box, and the water service piping. All services shall be inspected by the City of East Grand Rapids DPW before the trench is backfilled. DPW week day hours are between 7:00 a.m. and 3:30 pm. **All inspections must take place between these hours.**

Only Department of Public Works personnel are authorized to open or close valves on mains in service in conjunction with the Contractor's work. The Contractor shall make the necessary arrangements with the Department of Public Works for opening and closing valves, which shall be subject to such limitations on the time and location of shutoff as requirements of the water system shall impose.

The Contractor shall not operate any valve in any water main in service, except that in case of emergency he shall, with the approval and under the direction of the Department of Public Works, operated such valves as directed to relieve the emergency. In case of emergency shutoff, the Contractor shall immediately notify the Fire Department and consumers affected of the time and probable duration of each shutoff.

Location - The locations of water services shown on the Plans are approximate. These locations may be adjusted where necessary to best serve the various properties. Exact locations will be determined by the Engineer before the services are installed and prior to tapping the main.

Tapping the Main - Unless otherwise specified, all work of tapping the water main shall be performed by the City of East Grand Rapids Department of Public Works using an approved tapping machine.

The Contractor shall keep an accurate record of measurements from the nearest valve or hydrant to each corporation or other connection to the main.

These measurements shall be recorded on an as-built plan to be furnished by the Contractor to the Owner before final payment will be made to the Contractor.

Length and Depth - All water services shall be laid at a minimum depth of 5 feet from the finished grade and at right angles to the street line and shall extend to the street right-of-way (property line) unless otherwise directed. No payment will be made for pipe laid beyond this point unless specifically ordered by the Engineer.

Setting Curb Boxes - Curb boxes shall be set plumb over the curb stop and shall be firmly supported without transmitting load or stress to the stop. When set to grade, there shall be a minimum of two complete revolutions of the barrel remaining on the threaded portion of the unit.

After backfilling is completed, all curb boxes shall be adjusted to finished grade and each curb stop shall be tested by operating with a standard curb wrench.

Exploratory Investigation – Establish necessary lane, shoulder and/or sidewalk closures required to perform work. Advance the exploratory excavation using vacuum boring excavation, hand digging, conventional machine excavation, video camera, or a combination thereof subject to approval of the Engineer. Allow the Engineer access to document the necessary information and provide photo documentation of results within hours if verified to be copper (lead lines will be replaced).

Placing and compacting backfill is incidental to the pay item. The restoration of aggregate base, curb and gutter, sidewalk, concrete driveway, hma pavement, and turf shall be measured and paid for separately for each investigation.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Water Service, _ inch, Long Side	Each
Water Service, _ inch, Short Side.....	Each

Water Service, _ Inch, Long Side shall include the excavation of bore pits; removal of existing materials; utilization of directional drilling or other approved trenchless technology, placement of a new copper pipe, curb stop, curb box, and all fittings required to make the connections; providing, placing, and compacting backfill.

The removals of the existing curb and gutter, sidewalk, concrete driveway, and hma pavement shall be paid for separately. Additionally, the restoration of aggregate

base, curb and gutter, sidewalk, concrete driveway, hma pavement, and turf shall be measured and paid for separately for each water service installation.

Water Service, _ Inch, Short Side shall include the excavation of bore pits; removal of existing materials; utilization of directional drilling or other approved trenchless technology, placement of a new copper pipe, curb stop, curb box, and all fittings required to make the connections; providing, placing, and compacting backfill.

The removals of the existing curb and gutter, sidewalk, concrete driveway, and hma pavement shall be paid for separately. Additionally, the restoration of aggregate base, curb and gutter, sidewalk, concrete driveway, hma pavement, and turf shall be measured and paid for separately for each water service installation.

END OF SECTION

CITY OF EAST GRAND RAPIDS

SPECIAL PROVISION
FOR
LSL REPLACEMENTS OUTSIDE THE ROW

HE:JLH

1 of 5

8-19-24

a. Description.

The work shall consist of furnishing and installing pipe and accessories for lead service line (LSL) replacement and restoring lawn, landscaping, sprinkling, sidewalks, driveways and etc. outside the right of way. This work shall be in accordance the MDOT 2020 Standard Specifications for Construction, except as modified herein, and includes furnishing all labor, equipment and materials required to complete the work.

b. Materials.

All materials furnished by the Contractor shall conform to the Specifications that follows. Where reference specifications are used, they shall be considered as referring to the current edition of latest issue.

Certifications of conformance shall be submitted and shall be approved by the Engineer before these materials are used in the proposed construction.

Water Services. Materials for water services shall be as follows:

Copper Water Pipe shall be Type K conforming to ASTM B 88 with 1" minimum diameter installed with flared fittings or ENDOT Endopure PE 4710 HDPE Pipe with 1" minimum diameter if approved as an alternate by engineer. Services larger than 1" shall match existing unless otherwise approved.

Construction Restoration. Materials for restoration shall be as follows:

All materials used to restore any lawn, landscaping, sprinkling, sidewalks, driveways, and etc. disturbed by the construction of water services outside the public ROW shall also be in accordance with the project specifications and shall match the existing material being disturbed, or as Directed by the Engineer.

c. Construction.

Trenchless Technology Submittals - The Contractor shall furnish document(s) supporting the Contractor's qualifications and experience for the trenchless technology that the Contractor plans to use.

Equipment and Expertise - The Contractor shall have equipment and expertise, appropriate for horizontal directional drilling, horizontal boring, pneumatic piercing

(impact moling), pipe bursting/splitting, pipe pulling, or other Engineered approved trenchless installations. This includes the preparation and maintenance of the bore path using drilling fluids as appropriate for the geology of the soils. The Contractor shall also have experience in safety and dependability installing, in similar geology, similar size and length of piping involved.

General - The City will make good faith effort to obtain signed agreements from individual property owners for the water service construction outside the ROW. Prior to starting any work outside the ROW, the Contractor shall verify with the Engineer that the appropriate agreements have been obtained from the property owner. No work is to be done on private property without a signed agreement. Contractor to attempt to obtain a signed agreement if the City has not done so.

Plumbing permits will be required for work performed inside and outside existing buildings. The Contractor shall secure and pay for all required permit fees from the Cascade Township Building Inspector. All plumbing work downstream of the water meter shall be performed by a licensed plumber in possession of a valid permit.

Exploratory Investigation – Establish necessary lane, shoulder and/or sidewalk closures required to perform work. Advance the exploratory excavation using vacuum boring excavation, hand digging, conventional machine excavation, video camera, or a combination thereof subject to approval of the Engineer. Allow the Engineer access to document the necessary information and provide photo documentation of results within hours if verified to be copper (lead lines will be replaced).

Placing and compacting backfill is incidental to the pay item. The restoration of aggregate base, curb and gutter, sidewalk, concrete driveway, hma pavement, and turf shall be measured and paid for separately for each investigation.

Water Service Outside of the Right of Way - The Contractor shall construct water services outside the public ROW and re-connect them to the existing copper water service at the curb stop or copper tail piece.

1. Prior to construction of the proposed water service, the Contractor and licensed plumber shall coordinate with the Engineer and the property owner to determine the location of the proposed service, new meter location (if required) and construction schedule.
2. Place water services perpendicular to the water main unless otherwise approved by the Engineer, and a minimum of 5 feet deep from finish grade using trenchless technology.
3. Concrete that is undermined during excavation shall be removed and replaced.
4. Provide a minimum of 6 inches clearance between existing utilities and the new water service.
5. Provide sanitary sewer lateral post construction video to the City of East Grand Rapids for all sanitary sewer laterals that run parallel to water services in the same

trench. The contractor to repair any damage to existing sanitary sewer laterals at their expense.

Basement Penetration - Core drill 3-inch maximum hole for 1 inch or 1.5 inch copper service. Coordinate hole size for copper services over 1.5 inch with Engineer. Hole to be minimum of 5 feet below exterior finished grade. The contractor may elect to directionally drill through a saw cut, removed, and replaced 12"x12" opening in the basement floor. The water service may be fed into the house through the basement floor with tunneling equipment. Seal void between hole and copper in accordance with the Michigan Plumbing Code and the Michigan Residential Code.

SECTION 315 PENETRATIONS

315.1 Sealing of annular spaces.

The annular space between the outside of a pipe and the inside of a pipe sleeve or between the outside of a pipe and an opening in a building envelope wall, floor, or ceiling assembly penetrated by a pipe shall be sealed in an approved manner with caulking material, foam sealant or closed with a gasketing system. The caulking material, foam sealant or gasketing system shall be designed for the conditions at the penetration location and shall be compatible with the pipe, sleeve and building materials in contact with the sealing materials.

Existing service lines may not be used for new connections, unless approved by Engineer.

Connection of New Service Line:

1. Connect new copper water service line to new shut off valve and meter within 5 feet of basement wall, or as approved by the Engineer. City of East Grand Rapids will provide the contractor new meters for installation in instances that the existing meter needs to be replaced.
2. Continue copper piping to existing house plumbing, matching existing size, 1 inch minimum. Connect to maximum pipe size of system. Provide all copper, valves and fittings necessary to make connection.
3. If electric panel ground wire is connected to the existing water service, reconnect the ground wire to the existing water service. No splices allowed unless installed by an electrician and approved by Engineer/electrical inspector. All grounding must be in compliance with the Michigan Building Code.
4. Flush water system until water clears, check all new plumbing for leaks.
5. Following the flushing by the Contractor, the Contractor shall notify the customer with written instructions (provided by the City) to flush the interior system before using any water.
6. Restore temporary removals or damages to the lawn, driveway, or building.
7. The Contractor shall not connect proposed copper back to an existing lead service for any reason, temporary or otherwise, unless approved in writing by the Engineer.

d. **Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Water Service, _ inch (Curb Box to Meter)	Each
Water Service, _ inch (Curb Box to Meter over 50 Feet)	Ft
Water Service, Plumbing Allowance	Dollars

Water Service, _ inch (Curb Box to Meter) shall be payment in full for placement of new copper water service from the curb box line or connection at copper tail piece to the meter location utilizing directional drilling or other approved trenchless technology, and includes furnishing and placing all copper piping, fittings, a new valve on the City side of meter, sand backfill, obtaining plumbing permit, and any incidental work required for the proper placement of the water service. Water Service, _ inch (Curb Box to Meter) shall also include the building penetration and all materials, labor, and equipment, including the services of a licensed plumber, required to replace the water service inside and within five feet of a building and connect the service to the meter setting on the water supply side of the meter and to the customer side of the meter location.

Water Service, _ Inch (Curb Box to Meter, over 50 Feet) shall be paid per foot of copper water service only where service length exceeds 50 feet measured from the connection to existing copper curb stop. The firsts 50 feet of water service is included in the Water Service, _ Inch, Curb Box to Meter pay item. Water Service, _ Inch, Curb Box to Meter and Water Service, _ Inch, Curb Box to Meter, over 50 Feet will be paid in conjunction with each other where a single water service exceeds 50 feet of new service line.

Water Main Construction, Plumbing Allowance is an allowance established to pay for all Engineer approved materials, labor, and equipment, including the services of a licensed plumber, required to relocate the water service inside the structure more than 5 feet horizontally from the existing meter location (i.e. from middle of structure to front wall) and connect the service to the proposed service meter on the customer side of the meter. The allowance shall be utilized when piping downstream of the meter is installed more than 5 feet horizontally to connect the new meter location to the existing interior plumbing system.

With the agreement of the homeowner and approval of the Engineer, the contractor may elect to directionally drill to an existing meter location that is more than 5 feet from the basement wall and connect the new water service to the existing meter location. The contractor will provide an estimate of cost to the Engineer for approval prior to competing the work.

Where the work is performed by a subcontractor, the Contractor will be paid for the amount invoiced (itemized) plus an additional 6% of the invoiced cost as reimbursement for the Contractor's administrative costs. Where the Contractor will be performing the work with his own forces, the work will be paid for using predetermined, negotiated prices. If the Contractor and Engineer cannot agree upon prices, the work will be paid for by force account in accordance with section 109.07 of the MDOT Standard Specifications for Construction.

END OF SECTION

CITY OF EAST GRAND RAPIDS

SPECIAL PROVISION
FOR
TAP ADAPTOR

HE:JLH

1 of 2

8-19-24

a. Description. This work shall consist of installing a corporation stop adaptor and any necessary fittings to increase the corporation stop adaptor fitting to a 1-inch copper connection including the furnishing of all labor, equipment, and materials. The placement of tap adaptor, fittings and appurtenances shall also include the excavation and backfilling of the trench with Class II material as necessary.

b. Materials.

1. Straight Coupling (Tap Adaptor)
 - A. Mueller Co. Straight Service Fitting H15505N
 - B. Ford Strait Coupling C102-13NL for $\frac{1}{2} \times \frac{3}{4}$ inch; C102-23NL $\frac{5}{8} \times \frac{3}{4}$ inch; C102-34NL $\frac{3}{4} \times 1$ inch; or C102-44-NL for 1x1 inch
 - C. A.Y. McDonald Mfg Co NL Service Fitting 74742 ($\frac{5}{8} \times 1$ inch and $\frac{3}{4} \times 1$ inch)
 - D. Mueller Co.; Ford; Red Hed; Cannon Machine Inc Manufactured Fitting (1 $\frac{5}{8}$ inch x 1 inch, 1 $\frac{3}{4}$ inch x 1 inch, 2 inch x 1 inch, and 2 $\frac{1}{2}$ inch x 1 inch)
 - E. or approved equal.
2. Copper Coupling (to increase from $\frac{3}{4}$ inch flare fitting to 1 inch flare fitting)
 - A. Mueller Co. H15400N
 - B. Ford C22-34-NL
 - C. Ford C02-34-NL $\frac{3}{4} \times 1$
 - D. or approved equal.

c. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Tap Adaptor, $\frac{1}{2}$ inch x $\frac{3}{4}$ inch including fittings to increase to 1 inch copper connection.....	Each
Tap Adaptor, $\frac{5}{8}$ inch x $\frac{3}{4}$ inch including fittings to increase to 1 inch copper connection.....	Each
Tap Adaptor, $\frac{3}{4}$ inch x 1 inch.....	Each
Tap Adaptor, 1 inch x 1 inch.....	Each
Tap Adaptor, 1 $\frac{5}{8}$ inch x 1 inch.....	Each

- Tap Adaptor, 1 3/4 inch x 1 inch Each
- Tap Adaptor, 2 inch x 1 inch Each
- Tap Adaptor, 2 1/2 inch x 1 inch Each

Payment for Tap Adaptor, _____ shall include all labor, equipment and materials required to install the tap adaptor and necessary fittings and appurtenances.

d. General. The City of East Grand Rapids has a large quantity of typically used Tap Adapters (1 5/8 inch x 1 inch, 1 3/4 inch x 1 inch, 2 inch x 1 inch, and 2 1/2 inch x 1 inch) in inventory at the Department of Public Works. The contractor will coordinate with the DPW to furnish the larger typically used Tap Adapters. The contractor will be responsible for the other smaller adapters or miscellaneous other sizes encountered during the project.

CITY OF EAST GRAND RAPIDS

SPECIAL PROVISION
FOR
TURF RESTORATION

HE:JLH

1 of 3

8-19-24

a. Description. This work consists of establishing and restoring turf surfaces. This work shall be in accordance with Sections 816 and 917 of the MDOT 2020 Standard Specifications For Construction, except as modified herein, and includes furnishing all labor, equipment and materials required to complete the work.

b. Materials.

1. Topsoil: The topsoil used to establish and restore turf surfaces may be furnished or salvaged material. The topsoil shall meet all the requirements of Section 917.07 and shall be screened by passing through a 1-inch sieve.
2. Seed Mixture: City approved premium sun and shade grass mix.
3. Fertilizer: Class A in accordance with Section 917.10.B.2.
4. Sprinkler Repair: All piping, fittings, and sprinkler heads shall be replaced in kind to match existing conditions. Sprinkler heads shall be replaced with the same manufacturer and comparable model as present in the existing sprinkling system(s).

c. Construction.

1. Topsoil: Shall be constructed in accordance with Section 816 and shall be placed at 4 inches thick minimum.
2. Seed: Shall be constructed in accordance with Section 816 and shall be broadcast and raked into the prepared seed bed.
3. Fertilizer and Mulch: Shall be constructed in accordance with Section 816.
4. Underground Sprinkling: Any sprinklers damaged during construction shall be repaired and/or replaced by a Licensed Irrigation Contractor. This item includes all equipment, time, and labor required to repair private sprinkler systems that are damaged as a result of the construction.

Seeding shall be done by the Hydroseeding method. Hydro seeding method application shall be as follows:

Hydro Mulch shall be placed at a minimum of 2000 pounds per acre. The hydro mulch shall contain a minimum of 220 lbs. approved premium sun and shade grass mix and 84 lbs of each of the nutrients (12-12-12) per acre. The mulch shall consist of virgin wood fibers or an approved equal material. Wood fiber shall have a moisture content of not less than 7% or more than 13%, shall be no less than 98.4% organic matter, shall have a PH not less than 4.3 nor more than 5.3, shall be dyed green to aid in visual metering during application, and shall be mixed and applied in accordance with standard accepted procedures.

Begin this work as soon as possible after final grading of the areas designated for turf establishment but no later than the maximum time frames stated in subsection 208.03 of the 2020 Michigan Department of Transportation Standard Specifications for Construction.

Prior to placing prepared soil, shape compact and assure all areas to be seeded are weed free. Place prepared soil to a minimum depth of 4 inches, to meet proposed finished grade. Remove any stones greater than or equal to 1 inch in diameter. If the area being restored requires more than the minimum depth of prepared soil to meet finished grade, this additional depth must be filled using prepared soil or, at the Contractor's option, embankment. Furnishing and placing this additional material will not be paid separately, but shall be considered to be included in the item Turf Establishment or the item Roadway Grading.

Seeding shall normally be placed prior to October 10. Extension of this time shall be at the discretion of the Engineer.

It shall be the responsibility of the Contractor to produce a healthy, uniform, close stand of grass, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

Reseeding: Seeded areas that do not show uniform germination as determined by the engineer within 3 weeks of installation shall be reseeded. Parts of the seeded area that fail to show uniform development as determined by the engineer shall be reseeded and such reseeded shall continue until the contractor produces a uniform close stand of grass, free of weeds.

If the engineer deems it necessary, the contractor must apply weed treatment within 3 days of being notified by the engineer. The Contractor shall not apply weed treatment until after the third mowing of the lawn.

All costs associated with reseeded, weed killing, or other work required to establish acceptable turf shall be the responsibility of the contractor unless otherwise approved by the engineer.

Damage to seeded areas resulting from erosion or the contractor's operations shall be repaired by the contractor until the lawn areas are acceptable.

Maintenance Period: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

Fill in as necessary soil subsidence that may occur because of settling or other

processes. Replace materials and turf damaged or lost in areas of subsidence. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.

Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

The Contractor's responsibility to maintain the turf shall end when the engineer is satisfied the above requirements have been met and a good stand of weed-free grass has been established. The Contractor shall also issue an informative instruction sheet or booklet to each adjacent property owner outlining the need for water, weed killer, etc., and take proper time to apply the same. However, any failure on the part of the property owner to properly care for the restored lawn area prior to the Contractor achieving an acceptable lawn of weed-free grass shall in no way relieve the Contractor of his responsibility as set forth above.

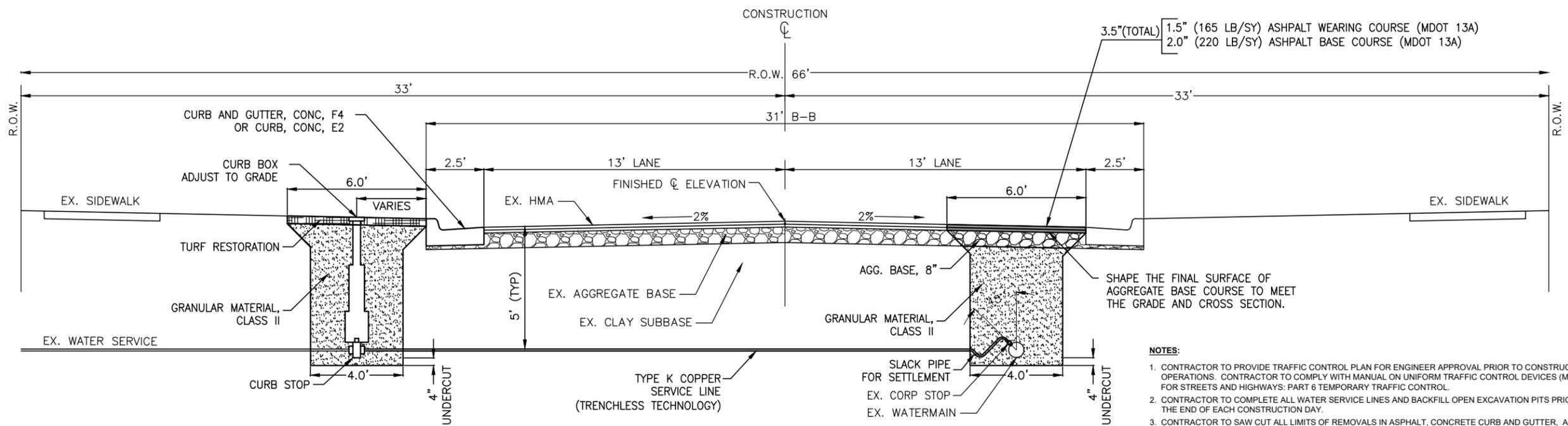
Final inspection of the seeded areas will be made at the conclusion of the maintenance period.

- d. **Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Turf Restoration.....	Square Yard

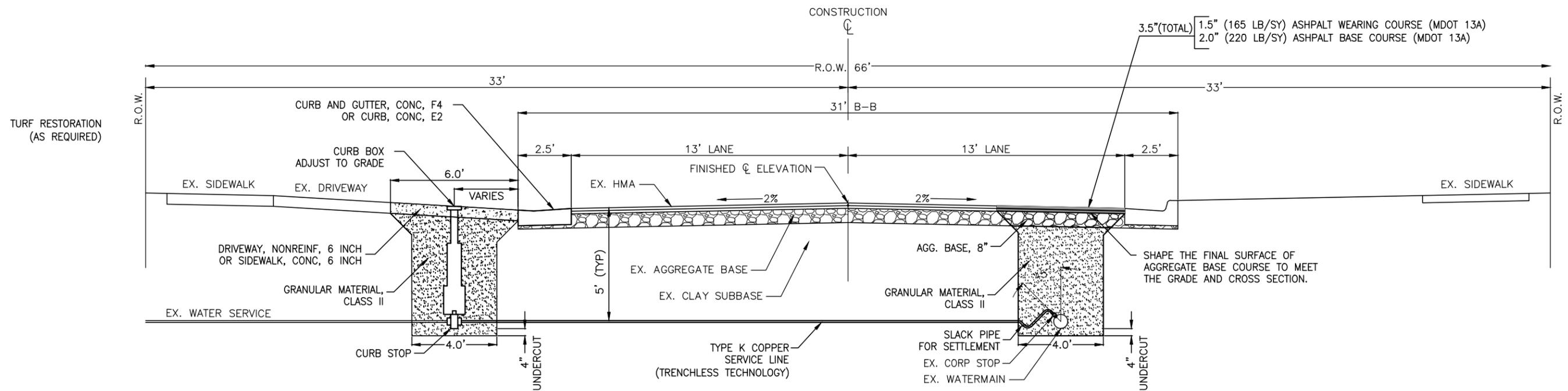


DRAWN BY	DATE
JLH	8/24
CHECKED BY	DATE
JLH	8/24
PROJECT NUMBER	
1120	
SHEET NUMBER	
1 of 2	



WATER SERVICE, LONG SIDE, TURF RESTORATION
 N.T.S.

- NOTES:**
1. CONTRACTOR TO PROVIDE TRAFFIC CONTROL PLAN FOR ENGINEER APPROVAL PRIOR TO CONSTRUCTION OPERATIONS. CONTRACTOR TO COMPLY WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR STREETS AND HIGHWAYS: PART 6 TEMPORARY TRAFFIC CONTROL.
 2. CONTRACTOR TO COMPLETE ALL WATER SERVICE LINES AND BACKFILL OPEN EXCAVATION PITS PRIOR TO THE END OF EACH CONSTRUCTION DAY.
 3. CONTRACTOR TO SAW CUT ALL LIMITS OF REMOVALS IN ASPHALT, CONCRETE CURB AND GUTTER, AND CONCRETE SURFACES.
 4. ANY DAMAGE TO EXISTING SIDEWALKS, CURB AND GUTTER, HMA, LANDSCAPING, TURF, SPRINKLING, ETC. NOT MARKED FOR REMOVAL AND REPLACEMENT SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
 5. CONTRACTOR TO NOTIFY RESIDENT'S OF SERVICE INTERRUPTION A MINIMUM OF 24 HOURS PRIOR TO SERVICE LINE REPLACEMENT.

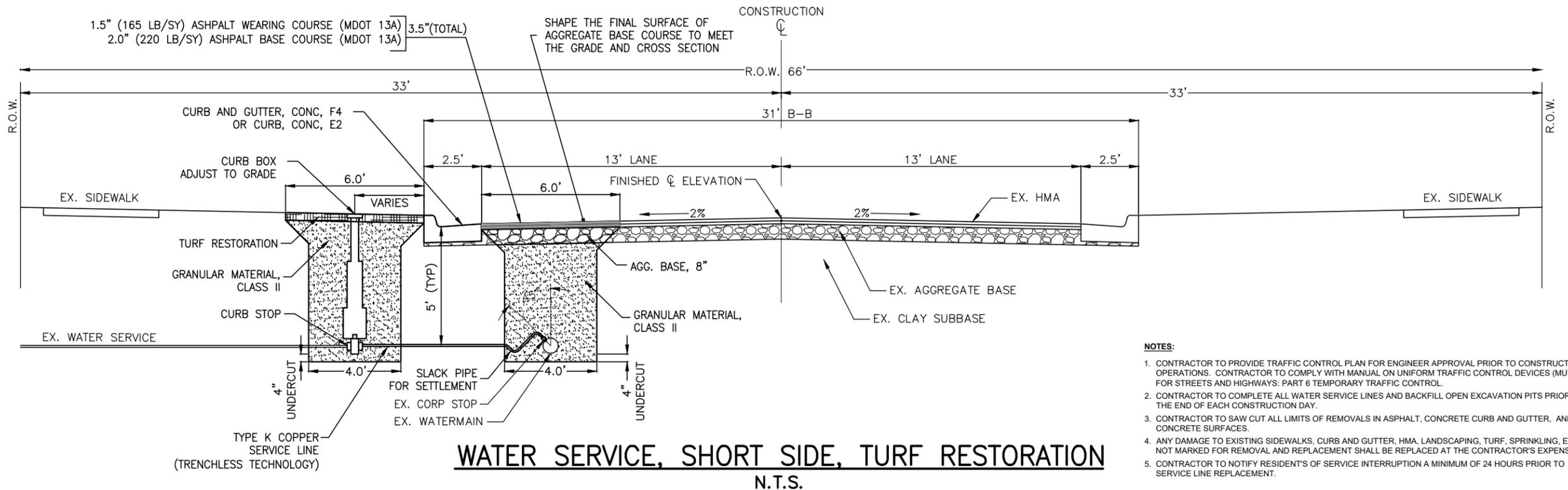


WATER SERVICE, LONG SIDE, DRIVEWAY/SIDEWALK RESTORATION
 N.T.S.



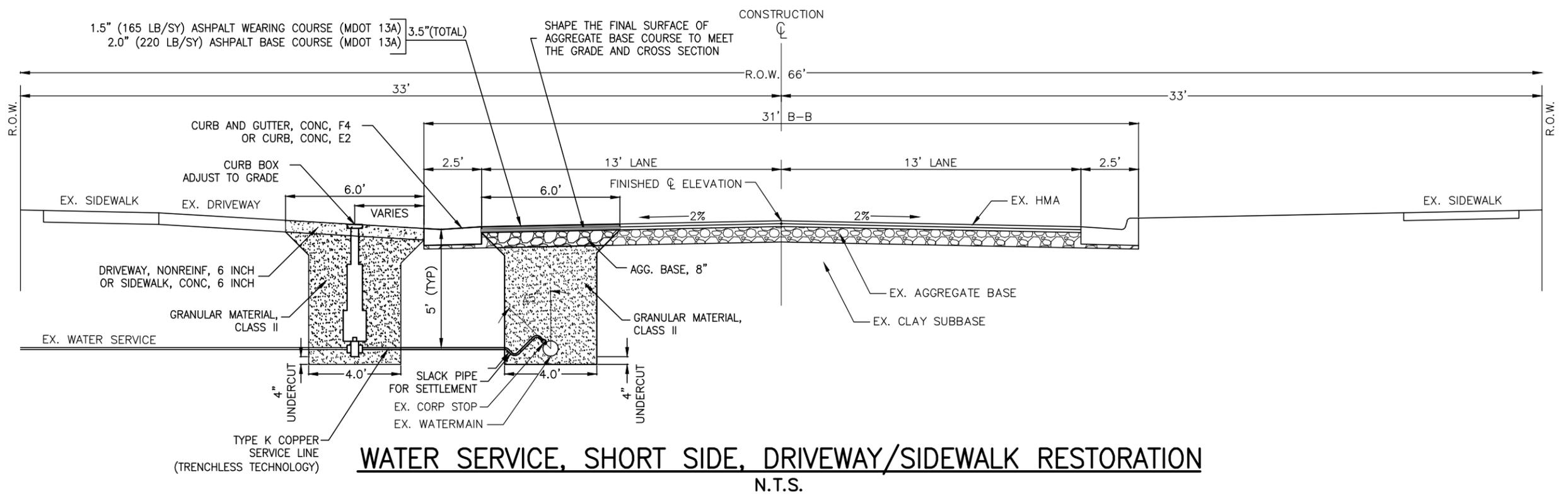
**WATER SERVICE, SHORT SIDE
 TURF RESTORATION &
 DRIVEWAY/SIDEWALK
 RESTORATION DETAIL**

DRAWN BY	DATE
JLH	8/24
CHECKED BY	DATE
JLH	8/24
PROJECT NUMBER	
1120	
SHEET NUMBER	
2 of 2	



- NOTES:**
1. CONTRACTOR TO PROVIDE TRAFFIC CONTROL PLAN FOR ENGINEER APPROVAL PRIOR TO CONSTRUCTION OPERATIONS. CONTRACTOR TO COMPLY WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR STREETS AND HIGHWAYS: PART 6 TEMPORARY TRAFFIC CONTROL.
 2. CONTRACTOR TO COMPLETE ALL WATER SERVICE LINES AND BACKFILL OPEN EXCAVATION PITS PRIOR TO THE END OF EACH CONSTRUCTION DAY.
 3. CONTRACTOR TO SAW CUT ALL LIMITS OF REMOVALS IN ASPHALT, CONCRETE CURB AND GUTTER, AND CONCRETE SURFACES.
 4. ANY DAMAGE TO EXISTING SIDEWALKS, CURB AND GUTTER, HMA, LANDSCAPING, TURF, SPRINKLING, ETC. NOT MARKED FOR REMOVAL AND REPLACEMENT SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
 5. CONTRACTOR TO NOTIFY RESIDENTS OF SERVICE INTERRUPTION A MINIMUM OF 24 HOURS PRIOR TO SERVICE LINE REPLACEMENT.

WATER SERVICE, SHORT SIDE, TURF RESTORATION
 N.T.S.



WATER SERVICE, SHORT SIDE, DRIVEWAY/SIDEWALK RESTORATION
 N.T.S.

TURF RESTORATION
 (AS REQUIRED)

Figure 2: Typical 5/8" x 3/4" or Full 3/4" Residential Meter Setting

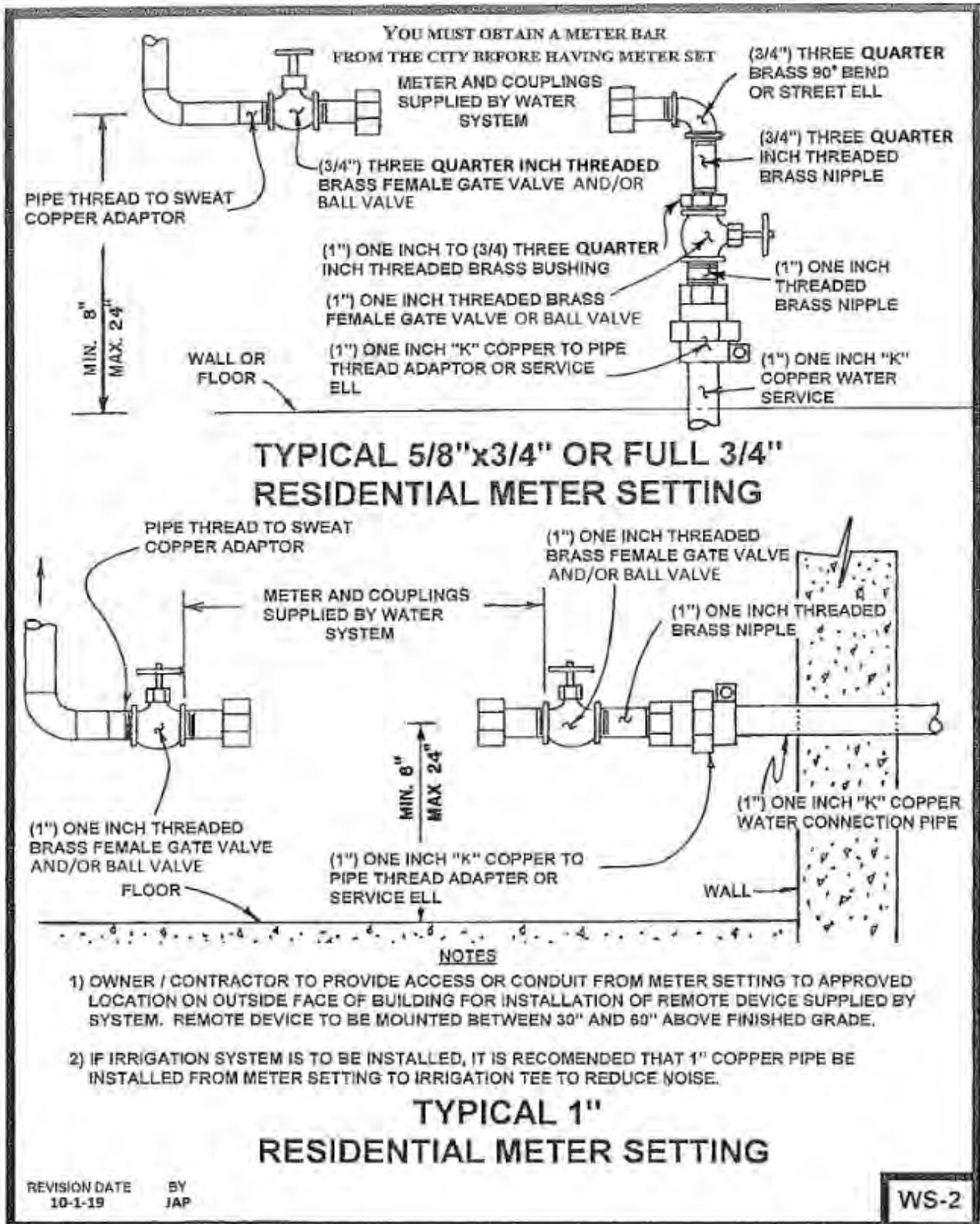
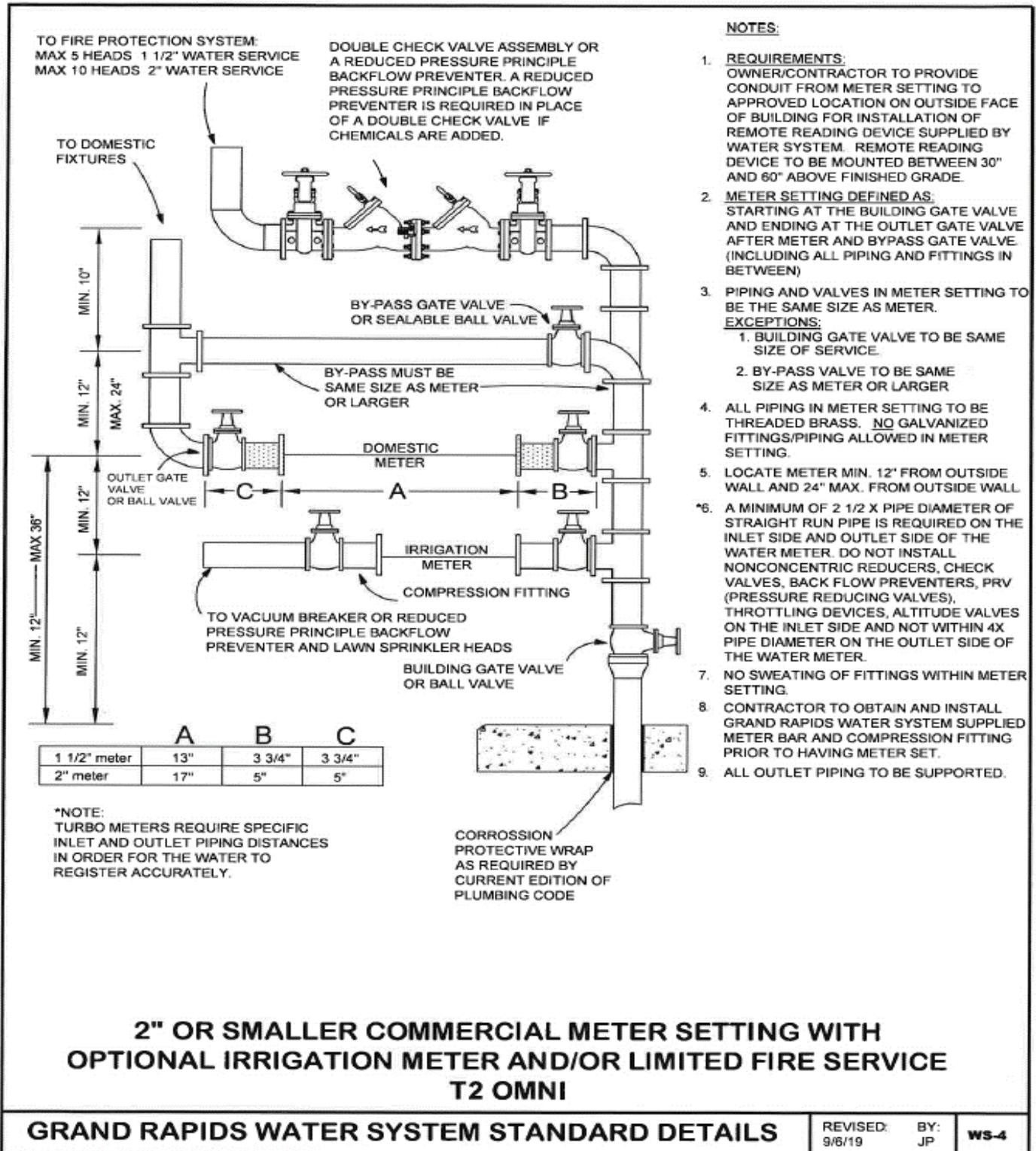


Figure 5: 2" or Smaller Commercial Meter Setting with Optional Irrigation Meter and/or Limited Fire Service T2 OMNI



EAST GRAND RAPIDS STANDARD SERVICE PROVIDER AGREEMENT

This Agreement is made by and between the City of East Grand Rapids, a constitutional body of the State of Michigan "City" and [REDACTED] "Contractor".

For good and valuable consideration, the parties agree as follows:

1. General Purpose. The general purpose of this Agreement is to engage the professional services of Contractor for [REDACTED] "Services". The Work, Scope, Timetable, Compensation, and list of Contractor's Personnel are more fully set forth in the attached schedules A, B, C, and D, and incorporated herein. The City will assign a representative "City Liaison(s)", as named here [REDACTED]. Only directives from the City Liaison shall be recognized by the Contractor.
2. General Duties of the Contractor. Contractor shall perform in conformance with the attached schedules, A, B, C and D incorporated herein and agrees to perform such professional services with the standard of professional care and skill customarily provided in the performance of such services. Contractor agrees to perform these services to the satisfaction of the City from time to time during the term of this Agreement.
3. Term. The term of this Agreement shall be from [REDACTED].
4. Timetable. The timetable set forth in the attached Schedule B shall be adhered to unless such period is otherwise extended by the City. Contractor shall be responsible to the City for any damage caused by the failure by Contractor to comply with the timetable. Time is of the essence in this Agreement.
5. Contractor's Capacity and Responsibilities. It is expressly understood that the Contractor is an independent contractor and not the agent, partner, or employee of the City. Contractor and Contractor's workers, if any, are not employees of the City and are not entitled to tax withholdings, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise by the City. Contractor shall not have the authority to enter into any contract or agreement to bind the City and shall not represent to anyone that the Contractor has such authority. Contractor represents and warrants to the City that in performing the Services, Contractor will not be in breach of any agreement with a third party. Contractor agrees that he/she is subject to City ordinances and regulations, laws of the United States and of the State of Michigan, and that, in the event of violation of these, or behavior that is considered to be detrimental to the general public or the City, the City shall have the right to dismiss Contractor without prior notice.
6. Confidentiality of Information. Contractor agrees to keep confidential and not to disclose to third parties any information provided by the City pursuant to this Agreement unless the Contractor has received prior written consent of the City to make such disclosure. This obligation of confidentiality does not extend to any information that: (1) Was in the possession of the Contractor at the time of disclosure by the City, directly or indirectly;

(2) Is or shall become, through no fault of the Contractor, available to the general public; or (3) Is independently developed and hereafter supplied to Contractor by a third party without restriction or disclosure. This provision shall survive expiration and termination of this Agreement.

7. Suspension or Termination of Contract. The City reserves the right to suspend indefinitely or terminate the contract and the Contract Services to be rendered by Contractor upon oral or written notice to Contractor for any reason within 30 days' notice. In the event of termination prior to completion of all Services described in section 1 and Schedule A, the amount of the total fee to be paid Contractor shall be determined by the City on the basis of portion of the total work actually completed up to the time of such termination.
8. Insurance. The following requirements are applicable to all contracts entered into by the City:

The Contractor shall continuously maintain, during the life of the contract, insurance coverage of the type and amount specified below:

- General Liability: Comprehensive form, including premises/operations, independent contractors, and contractual liability insurance, and explosion and collapse, underground (only if excavation or tunneling involved), and products/completed operations hazards. Minimum Amounts: \$1,000,000 per occurrence bodily injury, \$1,000,000 per occurrence property damage.
- Automobile: Michigan "no-fault" coverage, residual automobile liability, comprehensive form, covering owned, hired and non-owned automobiles. Minimum Amounts: "No-fault" coverage - statutory. Residual liability \$1,000,000 combined single limit.
- Worker's Compensation and Employer's Liability. Minimum Amounts: Worker's Compensation - statutory. Employer's Liability: \$100,000.

These coverages shall protect the Contractor, subcontractors, the City and its employees, agents and representatives against claims arising out of the work performed. Certificates evidencing the above coverage, with a 20-day cancellation clause, shall be filed with City Services for the City before the described work begins. New certificates must be supplied if the policy(ies) represented by a filed certificate are canceled, reduced, not renewed, or in any way allowed to lapse.

In case of cancellation of any required insurance during the term of the contract, the Contractor shall cease operations as of the date of termination and shall not resume operations until new insurance is in force.

All of the insurance specified above is to be furnished unless the reference thereto is deleted and the deletion initialed by the City Liaison or authorized designee.

The Owner's Protective Liability policy as specified shall be written to include the City of East Grand Rapids, Michigan, as named insured.

9. Bond Requirements: **Applicable: Yes/No.**

A bid bond in the amount of 5% payable to the City of East Grand Rapids is required as a guarantee of good faith. If the Contractor is the successful low bidder and fails to enter into a contract or to furnish satisfactory bonds and certificates of insurance to the City of East Grand Rapids within 7 days after being furnished with a contract, the said bond shall be forfeited to the City of East Grand Rapids as liquidated damages.

If this Agreement is for a public improvement construction project costing \$50,000 or more, performance and payment bonds in an amount equal to the Agreement amount are required and must be provided before starting any of the Services.

A payment bond is required for the project total noted in Schedule C shall be submitted utilizing American Institute of Architects AIA Document 312.

A performance bond is for the project total noted in Schedule C shall be submitted utilizing American Institute of Architects AIA Document 312.

10. Indemnification and Hold Harmless. Contractor agrees that any personal injury to Contractor or third parties or any property damage incurred in the course of performance of the Services shall be the responsibility of Contractor to the extent such damages are caused by Contractor. Contractor agrees to indemnify the City, its governing board, officers, employees and agents from and against all costs, losses, damages, liabilities, expenses, demands, and judgements, including court costs and attorney's fees, which may arise out of Contractor's negligent performance of the Services, except to the extent such are caused by the sole fault or negligence of the City.

11. Notice. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or by registered or certified mail addressed as follows:

To the City:
City of East Grand Rapids
750 Lakeside Dr. SE
East Grand Rapids, MI 49506

To the Contractor:

Or to such other addresses as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

12. Entire Agreement; Modification. This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter

hereof and may not be amended except by and agreement signed by Contractor and an authorized representative of the City.

13. Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.
14. Governing Law and Compliance. This Agreement shall be governed by and construed under the laws of the State of Michigan which shall be the forum for any lawsuits arising from or incident to this Agreement. Each party will be individually responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this Agreement.
15. Non-Waiver. The delay of failure of either party to exercise any of its rights under this Agreement for breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
16. Assignment. Contractor may not assign the rights of obligations under this Agreement without the City's prior written consent.
17. Authority. The parties warrant that they have the authority to enter in to this Agreement and that entering onto this Agreement is not restricted or prohibited by any existing agreement to which they are parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this ___ day of _____, 20__.

City of East Grand Rapids:

Signature: _____

Title: Mayor _____

Signature: _____

Title: City Clerk _____

Contractor:

Signature: _____

Title: _____

SERVICE PROVIDER AGREEMENT SCHEDULE

Detail and Explanation of the Agreement between “City” and Contractor”

SCHEDULE A: WORK SCOPE

Project Description:

Initials City: _____ Initials Contractor: _____

SCHEDULE B: TIMETABLE

Start Date:

Completion Date:

Initials City: _____ Initials Contractor: _____

SCHEDULE C: COMPENSATION

Payment Amount and Schedule:

Initials City: _____ Initials Contractor: _____

SCHEDULE D: CONTRACTOR’S PERSONNEL

List of Personnel:

Initials City: _____ Initials Contractor: _____

Kent County Purchasing Division

BID 5805: Lead Service Line Replacement (Project 2) - City of East Grand Rapids

Due: 10/3/24 at 2:30 pm

Description	Vendor	Total	Comments
Total Bid	All Seasons Underground Construction Inc	\$404,424.00	
Total Bid	CL Trucking & Excavating, LLC	\$445,049.50	
Total Bid	Duke's Root Control Inc	\$468,662.24	
Total Bid	Five Star Energy Services LLC	\$379,828.00	
Total Bid	Groundhawg Excavating & Landscaping llc	\$255,293.50	
Total Bid	SPS Pro Plumbing	\$287,895.00	
Total Bid	Tubergen Construction	\$271,486.25	

Note: This document shall not be construed as a comment on the responsiveness and is subject to change during the review process. This information is not an indicator of award.

BID 5805 Solicitation - Vendor Submission

Vendor Information

Company Name: groundhawg excavating & landscaping llc
Contact Name: KIM DEWAARD
Contact Title: owner
Address: 10216 CASCADE RD SE
City: Lowell
State: MI
Zip Code: 49331
Other:
Email: groundhawg2012@gmail.com
Phone: 6162184850
Business Type:
Unspecified

Attachments

 [groundhawg excavating & landscaping llc BID5805_1 Wed Oct 02 22:20:33 EDT 2024.pdf](#)

Additional Vendor Comments:

References

Please list three (3) client references. The City reserves the right to contact the references set forth below and references other than, and/or in addition to, those being furnished below.

Company and Contact Name: City of Grand Rapids John Hayes
Address: 300 Monroe Grand Rapids MI
Phone/E-Mail: 616 456 3831 jhayes@grand-rapids.mi.us

Company and Contact Name: East Grand Rapids
Address: 750 Lakeside Dr SE East Grand Rapids MI
Phone/E-Mail: 616 940 4817 dlafave@eastgr.org

Company and Contact Name: City of Grand Rapids Jeff McCaul
Address: 300 Monroe Grand Rapids MI
Phone/E-Mail: 616 456 3075 jmccaul@grand-rapids.mi.us

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount		
				Dollars	Cts	Dollars	Cts	
0001	1500001	Mobilization, Max	1	LSUM	130000	00	130000	00
0002	2040020	Curb and Gutter, Rem	60	Ft	4	00	240	00
0003	2040050	Pavt, Rem	87	Syd	8	00	696	00
0004	2040055	Sidewalk, Rem	50	Syd	27	00	1350	00
0005	3020020	Aggregate Base, 8 inch	20	Syd	25	00	500	00
0006	5010025	Hand Patching	4	Ton	235	00	940	00
0007	8010005	Driveway, Nonreinf Conc, 6 inch	67	Syd	65	00	4355	00
0008	8020002	Curb, Conc, Det E2	20	Ft	24	00	480	00
0009	8020038	Curb and Gutter, Conc, Det F4	20	Ft	24	00	480	00
0010	8020040	Curb and Gutter, Conc, Det F6	20	Ft	24	00	480	00
0011	8030044	Sidewalk, Conc, 4 inch	375	Sft	6	00	2250	00
0012	8030046	Sidewalk, Conc, 6 inch	75	Sft	7	50	562	50
0013	8120170	Minor Traf Devices	1	LSUM	2000	00	2000	00
0014	8120370	Traf Regulator Control	1	LSUM	3500	00	3500	00
0015	8167011	_ Turf Restoration	960	Syd	16	00	15360	00
0016	8237001	_ Water Service, 1 Inch (Curb Box to Meter, over 50 Feet)	200	Ft	70	00	14000	00
0017	8237001	_ Water Service, 1.25 Inch (Curb Box to Meter, over 50 Feet)	50	Ft	80	00	4000	00
0018	8237001	_ Water Service, 1.5 Inch (Curb Box to Meter, over 50 Feet)	50	Ft	85	00	4250	00
0019	8237001	_ Water Service, 2 Inch (Curb Box to Meter, over 50 Feet)	50	Ft	100	00	5000	00
0020	8237050	_ Water Service, 1 Inch (Curb Box to Meter)	57	Ea	3200	00	182400	00
0021	8237050	_ Water Service, 1.25 Inch (Curb Box to Meter)	1	Ea	3000	00	3000	00

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
0022 8237050	_ Water Service, 1.5 Inch (Curb Box to Meter)	1	Ea	3500	00	3500	00
0023 8237050	_ Water Service, 2 Inch (Curb Box to Meter)	1	Ea	3950	00	3950	00
0024 8237050	_ Water Service, Exploratory Investigation	1	Ea	1,000	00	1,000	00
0025 8237060	_ Water Service, Plumbing Allowance	1	Dlr	10,000	00	10,000	00
Total Bid:						25529350	

Contractor: Growth King Excavating
[Signature] 10-2-2024
(Signature) (Date)

Bid Bond

AIA Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

GROUNDHAWG EXCAVATING & LANDSCAPING, LLC

10216 Cascade Rd SE
Lowell, MI 49331

SURETY:

(Name, legal status and principal place of business)

Selective Insurance Company Of America
40 Wantage Avenue
Branchville, NJ 07890

Bid Bond No. SEL03042

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

East Grand Rapids
750 Lakeside Dr
Grand Rapids, MI 49506

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

Lead Service Line Replacement (Project 2) City of East Grand Rapids; Project No. 5805

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

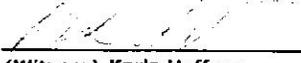
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

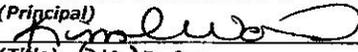
Signed and sealed this 19th day of September, 2024



(Witness)



(Witness) Karla Heffron

GROUNDHAWG EXCAVATING & LANDSCAPING, LLC
(Principal)  *(Seal)*
(Title) Owner
Selective Insurance Company Of America
(Surety)  *(Seal)*
(Title) Connie Smith, Attorney-in-fact

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SELECTIVE

BE UNIQUELY INSURED

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1321132

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Connie Smith**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$5,000,000.00**

Signed this 19th day of September, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines

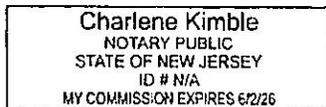


STATE OF NEW JERSEY :

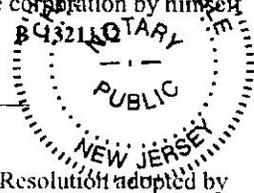
:ss. Branchville

COUNTY OF SUSSEX :

On this 19th day of September, 2024 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.



Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 19th day of September, 2024.

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

BID 5805 Solicitation - Vendor Submission

Vendor Information

Company Name: tubergen construction
Contact Name: scott Tubergen
Contact Title: owner
Address: 4553 Clyde Park Avenue
Southwest
City: Wyoming
State: MI
Zip Code: 49509
Other:
Email: scott.tubergen@gmail.com
Phone: 6162917749
Business Type:
Unspecified

Attachments

 [tubergen construction_BID5805_1_Thu Oct 03 13:41:50 EDT 2024.pdf](#)

Additional Vendor Comments:

References

Please list three (3) client references. The City reserves the right to contact the references set forth below and references other than, and/or in addition to, those being furnished below.

Company and Contact Name: City of Wyoming

Address: _____

Phone/E-Mail: Shimo - 616-530-7260

Company and Contact Name: City of Rockford

Address: _____

Phone/E-Mail: Phil - 616-299-9150

Company and Contact Name: City of GR

Address: _____

Phone/E-Mail: Chad - 616-456-4094

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount		
				Dollars	Cts	Dollars	Cts	
0001	1500001		1	LSUM	-		0	00
0002	2040020		60	Ft	35	-	2100	-
0003	2040050		87	Syd	7	-	609	-
0004	2040055		50	Syd	10	-	500	-
0005	3020020		20	Syd	36	50	730	-
0006	5010025		4	Ton	180	-	720	-
0007	8010005		67	Syd	68	-	4556	-
0008	8020002		20	Ft	25	-	500	-
0009	8020038		20	Ft	27	-	540	-
0010	8020040		20	Ft	25	-	500	-
0011	8030044		375	Sft	7.50		2812	50
0012	8030046		75	Sft	9.75		731	25
0013	8120170		1	LSUM	125	-	125	-
0014	8120370		1	LSUM	1,500	-	1500	-
0015	8167011		960	Syd	10.50		10,080	-
0016	8237001		200	Ft	22	-	4400	-
0017	8237001		50	Ft	27	50	1375	-
0018	8237001		50	Ft	29	70	1485	-
0019	8237001		50	Ft	31	75	1587	50
0020	8237050		57	Ea	3750	-	213,375	-
0021	8237050		1	Ea	3870	-	3870	-

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
0022 8237050	_ Water Service, 1.5 Inch (Curb Box to Meter)	1	Ea	3995	-	3995	-
0023 8237050	_ Water Service, 2 Inch (Curb Box to Meter)	1	Ea	4395	-	4395	-
0024 8237050	_ Water Service, Exploratory Investigation	1	Ea	1,000	00	1,000	00
0025 8237060	_ Water Service, Plumbing Allowance	1	Dir	10,000	00	10,000	00
Total Bid:						271,486	25

Contractor: Tubergen Underground

 10-3-24

(Signature) (Date)



PURCHASING DIVISION
Joni Laming, Manager
(616) 632-7720
purchasing@kentcountymi.gov

SOLICITATION

Solicitation Type	Bid
Solicitation Number	5805
Description	Lead Service Line Replacement (Project 2) - City of East Grand Rapids
Date of Issuance	9/16/2024
Inquiries Deadline Date & Time (local)	9/30/2024, 2 PM
Due Date & Time (local)	10/3/2024, 2:30 PM
Buyer Name	Underhill

INTRODUCTION

The Kent County Purchasing Division is soliciting bids for Lead Service Line Replacement for the City of East Grand Rapids with a final completion date of June 30, 2025

BID OPENING

The sealed submissions will be publicly opened and read aloud by the Kent County Purchasing Division. Kent County Purchasing Division will conduct public openings via teleconference. Click [here](#) to join the public opening.

SOLICITATION DOCUMENTS

This Solicitation is distributed by Kent County for the benefit of the named local agency and County registered bidders through distribution of this request. The Kent County Purchasing Division will assist but does not authenticate the Solicitation documents or award processes for the Solicitation.

SCOPE

Invitation to Bid, Bid Sheet, and Scope of work are attached

The **Itemized Bid Sheet** must be filled out completely and attached to the respondent’s submission.

The [Kent County Standard Submission Terms](#) posted on the Bid Opportunities page of the Kent County Purchasing Division website are incorporated by reference and shall be deemed to have the same force and effect as if fully set forth herein.

INQUIRIES

Any and all communication regarding this Solicitation shall be on the Kent County Purchasing Division Inquiry Blog via the [Bid Opportunities](#) page or during pre-proposal meetings. Kent County reserves the right to determine the response format or not respond, at its sole discretion.

INVITATION FOR BID/RFQ SUBMISSION

Complete submissions must be received in the Kent County Purchasing Division on or before the due date/time specified by the designated clock (local time). Late, faxed, or emailed responses will NOT be considered.

Submissions may be submitted electronically on the Bid Opportunities page of the Kent County Purchasing Division's website. Respondent must include a complete submission as 1 non-password protected PDF document with the following:

- Itemized Bid Sheet and Bid Bond, if applicable.

Respondent shall submit the Submission Form ("Bid Form" "Response Form") posted on the [Bids Opportunities](#) page of the Kent County Purchasing Division's website. Click the Submit Online icon to submit electronically or to print the Submission Form. Respondent must submit the Bid Bond with Submission Form.

The time required to upload a submission may vary. Respondent assumes all risks associated with electronic submission, including all technological difficulties, and deems the County and its service provider harmless and without fault. Successful electronic submissions are confirmed via Respondent's email. Respondent shall view the link in the confirmation email to determine accuracy prior to due date/time.

Submissions that deviate from the Solicitation specifications will only be considered if the deviations are clearly detailed and noted within the submission. In case of a dispute regarding the true intent and meaning of the specifications, the County's interpretation will prevail. When a Solicitation states no alternates, no deviations are permitted.

Kent County is not liable for cost incurred prior to award. A submission shall constitute an irrevocable offer for a period of 45 days from the due date/time. In the event the notification of award is not made within 45 days from the due date/time, the Respondent may withdraw or provide a written extension of their submission.

Submissions may only be withdrawn by written request if the request is received before the due date/time. Withdrawals after opening shall be subject to [Kent County Fiscal Policy – Centralized Purchasing 5\(i\)\(2\)](#).

NO BID

Please provide [feedback](#) if you are electing not to participate in this Solicitation.



INVITATION TO BID

Lead Service Line Replacement Project #1120-2-Private Side Replacements Only

City of East Grand Rapids
750 Lakeside Drive
East Grand Rapids, MI 49506

**NOTICE-INVITATION
TO BID**

Notice is hereby given that the City of East Grand Rapids, MI will be accepting proposals for water lead service line replacements.

Bids for Lead Service Line Replacement Services for Project #1120-2 Private Side Replacements Only will be received until 2:30 PM on Thursday, October 3, 2024, via electronic submittal to Kent County Purchasing.

The City of East Grand Rapids reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of East Grand Rapids.

Independent Contractor

It is expressly understood that the Contractor is an independent contractor and not the agent, partner, or employee of the City. Contractor and Contractor's workers, if any, are not employees of the City and are not entitled to tax withholdings, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise by the City. Contractor shall not have the authority to enter into any contract or agreement to bind the City and shall not represent to anyone that the Contractor has such authority. Contractor represents and warrants to the City that in performing the Services, Contractor will not be in breach of any agreement with a third party. Contractor agrees that he/she is subject to City ordinances and regulations, laws of the United States and of the State of Michigan, and that, in the event of violation of these, or behavior that is considered to be detrimental to the general public or the City, the City shall have the right to dismiss Contractor without prior notice.

Bid Bond

No Bid Bond is required if Respondent's offer is less than \$500,000.

Performance and Payment Bond

Each construction contract over \$50,000 must be accompanied by a Performance Bond and a Payment Bond, each payable to the Owner (City of East Grand Rapids) and each in the amount of 100% of the contract price with a corporate surety approved by the funding agency, for the faithful performance of the contract.

Insurance

The following requirements are applicable to all contracts entered into by the City:

The Contractor shall continuously maintain, during the life of the contract, insurance coverage of the type and amount specified below:

- **General Liability:** Comprehensive form, including premises/operations, independent contractors, and contractual liability insurance, and explosion and collapse, underground (only if excavation or tunneling involved), and products/completed operations hazards. Minimum Amounts: \$1,000,000 per occurrence bodily injury, \$1,000,000 per occurrence property damage.
- **Automobile:** Michigan "no-fault" coverage, residual automobile liability, comprehensive form, covering owned, hired and non-owned automobiles. Minimum

Amounts: "No-fault" coverage - statutory. Residual liability \$1,000,000 combined single limit.

- Worker's Compensation and Employer's Liability. Minimum Amounts: Worker's Compensation - statutory. Employer's Liability: \$100,000.

These coverages shall protect the Contractor, subcontractors, the City and its employees, agents and representatives against claims arising out of the work performed. Certificates evidencing the above coverage, with a 20-day cancellation clause, shall be filed with City Services for the City before the described work begins. New certificates must be supplied if the policy(ies) represented by a filed certificate are canceled, reduced, not renewed, or in any way allowed to lapse.

In case of cancellation of any required insurance during the term of the contract, the Contractor shall cease operations as of the date of termination and shall not resume operations until new insurance is in force.

All of the insurance specified above is to be furnished unless the reference thereto is deleted, and the deletion initialed by the City Liaison or authorized designee.

The Owner's Protective Liability policy as specified shall be written to include the City of East Grand Rapids, Michigan, as named insured.

References

Please list three (3) client references. The City reserves the right to contact the references set forth below and references other than, and/or in addition to, those being furnished below.

Company and Contact Name: _____

Address: _____

Phone/E-Mail: _____

Company and Contact Name: _____

Address: _____

Phone/E-Mail: _____

Company and Contact Name: _____

Address: _____

Phone/E-Mail: _____

Schedule of Items (Itemized Bid Sheet)

Contract ID: 1120-2
Location: City of East Grand Rapids
Description: LSL Replacement Project (Private Side Only)

Project Number: 1120-2
Estimate Number: 2
Project Type: Miscellaneous
Location: City of East Grand Rapids

Project Engineer: Jarid Halverson
Date Created: 9/4/2024
Fed/State #:
Fed Item:
Control Section:

Description: LSL Replacement Project (Private Side Only)

Instructions to Bidders: City of East Grand Rapids (LSL Replacement Project - Private Side Only)
Please provide Unit Price and Bid Amount for each pay item and a Total Bid Amount.

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount		
				Dollars	Cts	Dollars	Cts	
0001	1500001	Mobilization, Max	1	LSUM				
0002	2040020	Curb and Gutter, Rem	60	Ft				
0003	2040050	Pavt, Rem	87	Syd				
0004	2040055	Sidewalk, Rem	50	Syd				
0005	3020020	Aggregate Base, 8 inch	20	Syd				
0006	5010025	Hand Patching	4	Ton				
0007	8010005	Driveway, Nonreinf Conc, 6 inch	67	Syd				
0008	8020002	Curb, Conc, Det E2	20	Ft				
0009	8020038	Curb and Gutter, Conc, Det F4	20	Ft				
0010	8020040	Curb and Gutter, Conc, Det F6	20	Ft				
0011	8030044	Sidewalk, Conc, 4 inch	375	Sft				
0012	8030046	Sidewalk, Conc, 6 inch	75	Sft				
0013	8120170	Minor Traf Devices	1	LSUM				
0014	8120370	Traf Regulator Control	1	LSUM				
0015	8167011	_ Turf Restoration	960	Syd				
0016	8237001	_ Water Service, 1 Inch (Curb Box to Meter, over 50 Feet)	200	Ft				
0017	8237001	_ Water Service, 1.25 Inch (Curb Box to Meter, over 50 Feet)	50	Ft				
0018	8237001	_ Water Service, 1.5 Inch (Curb Box to Meter, over 50 Feet)	50	Ft				
0019	8237001	_ Water Service, 2 Inch (Curb Box to Meter, over 50 Feet)	50	Ft				
0020	8237050	_ Water Service, 1 Inch (Curb Box to Meter)	57	Ea				
0021	8237050	_ Water Service, 1.25 Inch (Curb Box to Meter)	1	Ea				

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount		
				Dollars	Cts	Dollars	Cts	
0022 8237050	_ Water Service, 1.5 Inch (Curb Box to Meter)	1	Ea					
0023 8237050	_ Water Service, 2 Inch (Curb Box to Meter)	1	Ea					
0024 8237050	_ Water Service, Exploratory Investigation	1	Ea	1,000	00	1,000	00	
0025 8237060	_ Water Service, Plumbing Allowance	1	Dir	10,000	00	10,000	00	
Total Bid:								

Contractor: _____

(Signature)

(Date)

CITY OF EAST GRAND RAPIDS
SPECIAL PROVISION
FOR
LSL PROJECT SPECIFIC REQUIREMENT

HE:JLH

1 of 5

8-19-24

a. Description.

The work shall consist of furnishing and installing pipe and accessories for lead service line (LSL) replacement and restoring turf, asphalt, and concrete surfaces in and outside the right of way. This work shall be in accordance with the MDOT 2020 Standard Specifications For Construction, except as modified herein, and includes furnishing all labor, equipment and materials required to complete the work.

b. Scope of Work.

The scope of the work for the project consists of the replacement of 60 private side water services to be identified by the City of East Grand Rapids on an annual basis. The City will provide the contractor a list of private side water services prior to work being started. The services will be identified and grouped by block with priority of work determined by the City.

The contract is extended to the contractor initially for a one year contract with the option to extend for a second and third year based off a mutually acceptable adjustment for annual inflation costs of construction.

c. Progress Schedule.

Work shall start as soon as the contract is executed or as approved by the Engineer. Substantial Completion of the project is June 15, 2025. The final Completion date is June 30, 2025 for permanent restoration of concrete, asphalt, and seeding items.

Winter Work:

Winter work is defined as construction between November 15, 2024 and March 30, 2025 and is authorized for this contract. If the contractor elects to complete work within this period, the contractor is to provide continuous operations with the exception of Holidays, weather related East Grand Rapids school cancellations, or approved weather cancellations at the discretion of the City of East Grand Rapids.

All hard surfaces (asphalt, curb and gutter, driveways, and sidewalks) removed during winter work must be temporarily filled with cold patch asphalt. The cold patch material and all labor associated with placement and removal shall be considered incidental to other pay items. The contractor shall complete temporary cold patch restoration on a weekly basis.

Final restoration of all hard surfaces (asphalt, curb and gutter, driveways, and sidewalks) and turf restoration disturbed during winter operations shall be repaired within two weeks of load limits being lifted in the spring.

Notification:

The Contractor shall notify resident(s) a minimum of 24 hours in advance of any driveway closure necessitated by the water service line work. The notice shall include the following items:

1. Contractor's name, Contact person including phone number of contact person.
2. A statement that the drive approach and/or sidewalk across the drive approach will be removed and replaced. Vehicles must stay off new concrete for seven (7) days.

Any inability to contact the property owner / resident shall be brought to the attention of the City inspector.

Restoration:

Road restoration work at each address shall be completed within two (2) calendar days from start of work. Sidewalk and drive approaches shall be completed within five (5) calendar days from start of work. Failure to do so may result in the placement of temporary material to permit safe pedestrian and/or vehicular traffic at the contractor's expense upon order of the Engineer.

Barricades shall be placed in all areas where concrete has been removed and will be left unattended. The barricades shall be placed at each end of the removed sidewalk and at the bottom and top of the drive approach. When street segments are being worked on, sidewalk closed signs shall be placed at either end of the segment of sidewalk at the closest cross walk. Sidewalk shall not be removed and left open over weekends or holidays; however, if it is necessary to leave open for any length of time, proper safety closures shall be kept in place. Sidewalk work shall only be allowed on one side of the street at a time with pedestrian access being maintained on the opposite side at all times.

d. Maintaining Traffic.

A minimum of one lane of traffic in each direction shall be maintained on each street at all times. Once a parking lane closure, bike lane closure, or lane shift is implemented, work shall be performed diligently and access to all lanes restored as soon as possible. The Contractor shall only close one lane adjacent to the curb. Should the Contractor's operations require parking restrictions (i.e., "No Parking" signs), the City of East Grand Rapids Engineering Department must

approve the location for such signs before they can be installed by the Contractor.

Pedestrian traffic shall be maintained on a minimum of one side of the street at all times in a safe manner. Notice shall be given to pedestrian traffic in advance of the construction work site, which directs pedestrians away from the construction work site out to an approved crosswalk.

The cost to maintain traffic at all locations where lead services lines are being replaced with copper water services including all necessary removals and restoration shall be paid for as a lump sum pay item Minor Traf Devices and Traf Regulator Control.

e. Onsite Storage,

Contractor shall not store materials or equipment at the site of the work for more than one week prior to the time that the materials or equipment are incorporated into the work. In addition, the Contractor may not store materials or equipment within pedestrian walkways. The purpose of these requirements is to minimize disruptions and inconvenience to the residents and to the operations of institutions, commercial establishments, etc. Contractor may request a deviation from this requirement from the City if they submit to the Engineer a plan for storage of materials and equipment accompanied by written permission from the owner(s) of the property upon which they will be stored, or if within street ROW, from the City. The City reserves the right, at no additional cost to the City, to require suitable offsite storage if satisfactory arrangements for onsite storage cannot be made.

f. Salvage of Materials and Equipment.

Existing materials and equipment removed, and not reused, as a part of the work shall become Contractor's property. Existing materials and equipment removed by Contractor shall not be reused in the work except where so specified or indicated.

g. Preconstruction Meeting.

The Contractor for the work covered by this proposal will be required to meet with the Engineer at a Preconstruction Meeting. The schedule for this meeting will be set within one week after the award of this Contract. The Engineer will arrange a time and place for the meeting, will preside at the meeting, and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

The meeting shall be attended by:

1. Contractor and his superintendent.
2. Principal subcontractors.
3. Representatives of City including Engineer
4. Others as requested by Contractor, City, or Engineer.

The purpose of the meeting is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

The agenda will include:

1. Contractor's tentative schedules.
2. Transmittals, review, and distribution of Contractor's submittals.
3. Processing Applications for Payment
4. Maintaining record documents.
5. Critical work sequencing.
6. Field decisions and Change Orders.
7. Use of premises, office and storage areas, security, housekeeping, and City's needs.

Also, unless previously submitted to Engineer, Contractor shall bring to the meeting a tentative schedule for each of the following:

1. Progress.
2. Procurement.
3. Shop Drawings and other submittals.

h. Progress Meeting.

Contractor shall schedule and hold bi-weekly progress meetings (monthly if project is on schedule), and at other times as requested by Engineer or required by progress of the work. Contractor, Engineer, and all major Subcontractors active on the site shall be represented at each meeting.

Engineer shall preside at the meetings and provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

i. Construction Coordination.

It is anticipated that a mill and overlay, cape seal, and watermain lining on local streets may occur concurrently with this project. In addition to these known projects, other projects, including but not necessarily limited to, City of East Grand Rapids maintenance projects, projects by private developers, and projects by utility companies may also occur concurrently with this project. The Contractor shall coordinate his work, including all traffic restrictions, with other

projects to incur the least inconvenience to the public and ensure the timely completion of the project. No additional payment or time extensions will be made to the Contractor for this coordination or for the joint use of traffic control devices.

j. Utility Coordination.

Contractor shall notify owners of adjacent property and all local utilities and pipeline companies when prosecution of the work may affect them.

Utilities and other concerned agencies shall be contacted at least 72 hours prior to excavating near underground utilities or pole lines.

When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit their inconvenience.

k. Clean Up.

Contractor shall keep the premises free at all times from accumulations of waste materials and rubbish. Parkways and sidewalks shall be kept free of construction materials, debris, and equipment. The area immediately adjacent to the construction zone shall be left clean and in an orderly manner at the end of each day. Sidewalks, driveways, and streets outside the construction limits shall be swept when required.

l. Measurement and Payment.

The cost of work specified in this special specification shall be considered to have been included in the prices for other pay items listed in the bid form and will not be paid for separately.

END OF SECTION

CITY OF EAST GRAND RAPIDS

SPECIAL PROVISION
FOR
LSL REPLACEMENTS OUTSIDE THE ROW

HE:JLH

1 of 5

8-19-24

a. Description.

The work shall consist of furnishing and installing pipe and accessories for lead service line (LSL) replacement and restoring lawn, landscaping, sprinkling, sidewalks, driveways and etc. outside the right of way. This work shall be in accordance the MDOT 2020 Standard Specifications for Construction, except as modified herein, and includes furnishing all labor, equipment and materials required to complete the work.

b. Materials.

All materials furnished by the Contractor shall conform to the Specifications that follows. Where reference specifications are used, they shall be considered as referring to the current edition of latest issue.

Certifications of conformance shall be submitted and shall be approved by the Engineer before these materials are used in the proposed construction.

Water Services. Materials for water services shall be as follows:

Copper Water Pipe shall be Type K conforming to ASTM B 88 with 1" minimum diameter installed with flared fittings or ENDOT Endopure PE 4710 HDPE Pipe with 1" minimum diameter if approved as an alternate by engineer. Services larger than 1" shall match existing unless otherwise approved.

Construction Restoration. Materials for restoration shall be as follows:

All materials used to restore any lawn, landscaping, sprinkling, sidewalks, driveways, and etc. disturbed by the construction of water services outside the public ROW shall also be in accordance with the project specifications and shall match the existing material being disturbed, or as Directed by the Engineer.

c. Construction.

Trenchless Technology Submittals - The Contractor shall furnish document(s) supporting the Contractor's qualifications and experience for the trenchless technology that the Contractor plans to use.

Equipment and Expertise - The Contractor shall have equipment and expertise, appropriate for horizontal directional drilling, horizontal boring, pneumatic piercing

(impact moling), pipe bursting/splitting, pipe pulling, or other Engineered approved trenchless installations. This includes the preparation and maintenance of the bore path using drilling fluids as appropriate for the geology of the soils. The Contractor shall also have experience in safety and dependability installing, in similar geology, similar size and length of piping involved.

General - The City will make good faith effort to obtain signed agreements from individual property owners for the water service construction outside the ROW. Prior to starting any work outside the ROW, the Contractor shall verify with the Engineer that the appropriate agreements have been obtained from the property owner. No work is to be done on private property without a signed agreement. Contractor to attempt to obtain a signed agreement if the City has not done so.

Plumbing permits will be required for work performed inside and outside existing buildings. The Contractor shall secure and pay for all required permit fees from the Cascade Township Building Inspector. All plumbing work downstream of the water meter shall be performed by a licensed plumber in possession of a valid permit.

Exploratory Investigation – Establish necessary lane, shoulder and/or sidewalk closures required to perform work. Advance the exploratory excavation using vacuum boring excavation, hand digging, conventional machine excavation, video camera, or a combination thereof subject to approval of the Engineer. Allow the Engineer access to document the necessary information and provide photo documentation of results within hours if verified to be copper (lead lines will be replaced).

Placing and compacting backfill is incidental to the pay item. The restoration of aggregate base, curb and gutter, sidewalk, concrete driveway, hma pavement, and turf shall be measured and paid for separately for each investigation.

Water Service Outside of the Right of Way - The Contractor shall construct water services outside the public ROW and re-connect them to the existing copper water service at the curb stop or copper tail piece.

1. Prior to construction of the proposed water service, the Contractor and licensed plumber shall coordinate with the Engineer and the property owner to determine the location of the proposed service, new meter location (if required) and construction schedule.
2. Place water services perpendicular to the water main unless otherwise approved by the Engineer, and a minimum of 5 feet deep from finish grade using trenchless technology.
3. Concrete that is undermined during excavation shall be removed and replaced.
4. Provide a minimum of 6 inches clearance between existing utilities and the new water service.
5. Provide sanitary sewer lateral post construction video to the City of East Grand Rapids for all sanitary sewer laterals that run parallel to water services in the same

trench. The contractor to repair any damage to existing sanitary sewer laterals at their expense.

Basement Penetration - Core drill 3-inch maximum hole for 1 inch or 1.5 inch copper service. Coordinate hole size for copper services over 1.5 inch with Engineer. Hole to be minimum of 5 feet below exterior finished grade. The contractor may elect to directionally drill through a saw cut, removed, and replaced 12"x12" opening in the basement floor. The water service may be fed into the house through the basement floor with tunneling equipment. Seal void between hole and copper in accordance with the Michigan Plumbing Code and the Michigan Residential Code.

SECTION 315 PENETRATIONS

315.1 Sealing of annular spaces.

The annular space between the outside of a pipe and the inside of a pipe sleeve or between the outside of a pipe and an opening in a building envelope wall, floor, or ceiling assembly penetrated by a pipe shall be sealed in an approved manner with caulking material, foam sealant or closed with a gasketing system. The caulking material, foam sealant or gasketing system shall be designed for the conditions at the penetration location and shall be compatible with the pipe, sleeve and building materials in contact with the sealing materials.

Existing service lines may not be used for new connections, unless approved by Engineer.

Connection of New Service Line:

1. Connect new copper water service line to new shut off valve and meter within 5 feet of basement wall, or as approved by the Engineer. City of East Grand Rapids will provide the contractor new meters for installation in instances that the existing meter needs to be replaced.
2. Continue copper piping to existing house plumbing, matching existing size, 1 inch minimum. Connect to maximum pipe size of system. Provide all copper, valves and fittings necessary to make connection.
3. If electric panel ground wire is connected to the existing water service, reconnect the ground wire to the existing water service. No splices allowed unless installed by an electrician and approved by Engineer/electrical inspector. All grounding must be in compliance with the Michigan Building Code.
4. Flush water system until water clears, check all new plumbing for leaks.
5. Following the flushing by the Contractor, the Contractor shall notify the customer with written instructions (provided by the City) to flush the interior system before using any water.
6. Restore temporary removals or damages to the lawn, driveway, or building.
7. The Contractor shall not connect proposed copper back to an existing lead service for any reason, temporary or otherwise, unless approved in writing by the Engineer.

d. **Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Water Service, _ inch (Curb Box to Meter)	Each
Water Service, _ inch (Curb Box to Meter over 50 Feet)	Ft
Water Service, Plumbing Allowance	Dollars

Water Service, _ inch (Curb Box to Meter) shall be payment in full for placement of new copper water service from the curb box line or connection at copper tail piece to the meter location utilizing directional drilling or other approved trenchless technology, and includes furnishing and placing all copper piping, fittings, a new valve on the City side of meter, sand backfill, obtaining plumbing permit, and any incidental work required for the proper placement of the water service. Water Service, _ inch (Curb Box to Meter) shall also include the building penetration and all materials, labor, and equipment, including the services of a licensed plumber, required to replace the water service inside and within five feet of a building and connect the service to the meter setting on the water supply side of the meter and to the customer side of the meter location.

Water Service, _ Inch (Curb Box to Meter, over 50 Feet) shall be paid per foot of copper water service only where service length exceeds 50 feet measured from the connection to existing copper curb stop. The firsts 50 feet of water service is included in the Water Service, _ Inch, Curb Box to Meter pay item. Water Service, _ Inch, Curb Box to Meter and Water Service, _ Inch, Curb Box to Meter, over 50 Feet will be paid in conjunction with each other where a single water service exceeds 50 feet of new service line.

Water Main Construction, Plumbing Allowance is an allowance established to pay for all Engineer approved materials, labor, and equipment, including the services of a licensed plumber, required to relocate the water service inside the structure more than 5 feet horizontally from the existing meter location (i.e. from middle of structure to front wall) and connect the service to the proposed service meter on the customer side of the meter. The allowance shall be utilized when piping downstream of the meter is installed more than 5 feet horizontally to connect the new meter location to the existing interior plumbing system.

With the agreement of the homeowner and approval of the Engineer, the contractor may elect to directionally drill to an existing meter location that is more than 5 feet from the basement wall and connect the new water service to the existing meter location. The contractor will provide an estimate of cost to the Engineer for approval prior to competing the work.

Where the work is performed by a subcontractor, the Contractor will be paid for the amount invoiced (itemized) plus an additional 6% of the invoiced cost as reimbursement for the Contractor's administrative costs. Where the Contractor will be performing the work with his own forces, the work will be paid for using predetermined, negotiated prices. If the Contractor and Engineer cannot agree upon prices, the work will be paid for by force account in accordance with section 109.07 of the MDOT Standard Specifications for Construction.

END OF SECTION

CITY OF EAST GRAND RAPIDS

SPECIAL PROVISION
FOR
TURF RESTORATION

HE:JLH

1 of 3

8-19-24

a. Description. This work consists of establishing and restoring turf surfaces. This work shall be in accordance with Sections 816 and 917 of the MDOT 2020 Standard Specifications For Construction, except as modified herein, and includes furnishing all labor, equipment and materials required to complete the work.

b. Materials.

1. Topsoil: The topsoil used to establish and restore turf surfaces may be furnished or salvaged material. The topsoil shall meet all the requirements of Section 917.07 and shall be screened by passing through a 1-inch sieve.
2. Seed Mixture: City approved premium sun and shade grass mix.
3. Fertilizer: Class A in accordance with Section 917.10.B.2.
4. Sprinkler Repair: All piping, fittings, and sprinkler heads shall be replaced in kind to match existing conditions. Sprinkler heads shall be replaced with the same manufacturer and comparable model as present in the existing sprinkling system(s).

c. Construction.

1. Topsoil: Shall be constructed in accordance with Section 816 and shall be placed at 4 inches thick minimum.
2. Seed: Shall be constructed in accordance with Section 816 and shall be broadcast and raked into the prepared seed bed.
3. Fertilizer and Mulch: Shall be constructed in accordance with Section 816.
4. Underground Sprinkling: Any sprinklers damaged during construction shall be repaired and/or replaced by a Licensed Irrigation Contractor. This item includes all equipment, time, and labor required to repair private sprinkler systems that are damaged as a result of the construction.

Seeding shall be done by the Hydroseeding method. Hydro seeding method application shall be as follows:

Hydro Mulch shall be placed at a minimum of 2000 pounds per acre. The hydro mulch shall contain a minimum of 220 lbs. approved premium sun and shade grass mix and 84 lbs of each of the nutrients (12-12-12) per acre. The mulch shall consist of virgin wood fibers or an approved equal material. Wood fiber shall have a moisture content of not less than 7% or more than 13%, shall be no less than 98.4% organic matter, shall have a PH not less than 4.3 nor more than 5.3, shall be dyed green to aid in visual metering during application, and shall be mixed and applied in accordance with standard accepted procedures.

Begin this work as soon as possible after final grading of the areas designated for turf establishment but no later than the maximum time frames stated in subsection 208.03 of the 2020 Michigan Department of Transportation Standard Specifications for Construction.

Prior to placing prepared soil, shape compact and assure all areas to be seeded are weed free. Place prepared soil to a minimum depth of 4 inches, to meet proposed finished grade. Remove any stones greater than or equal to 1 inch in diameter. If the area being restored requires more than the minimum depth of prepared soil to meet finished grade, this additional depth must be filled using prepared soil or, at the Contractor's option, embankment. Furnishing and placing this additional material will not be paid separately, but shall be considered to be included in the item Turf Establishment or the item Roadway Grading.

Seeding shall normally be placed prior to October 10. Extension of this time shall be at the discretion of the Engineer.

It shall be the responsibility of the Contractor to produce a healthy, uniform, close stand of grass, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

Reseeding: Seeded areas that do not show uniform germination as determined by the engineer within 3 weeks of installation shall be reseeded. Parts of the seeded area that fail to show uniform development as determined by the engineer shall be reseeded and such reseeded shall continue until the contractor produces a uniform close stand of grass, free of weeds.

If the engineer deems it necessary, the contractor must apply weed treatment within 3 days of being notified by the engineer. The Contractor shall not apply weed treatment until after the third mowing of the lawn.

All costs associated with reseeded, weed killing, or other work required to establish acceptable turf shall be the responsibility of the contractor unless otherwise approved by the engineer.

Damage to seeded areas resulting from erosion or the contractor's operations shall be repaired by the contractor until the lawn areas are acceptable.

Maintenance Period: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

Fill in as necessary soil subsidence that may occur because of settling or other

processes. Replace materials and turf damaged or lost in areas of subsidence. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.

Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

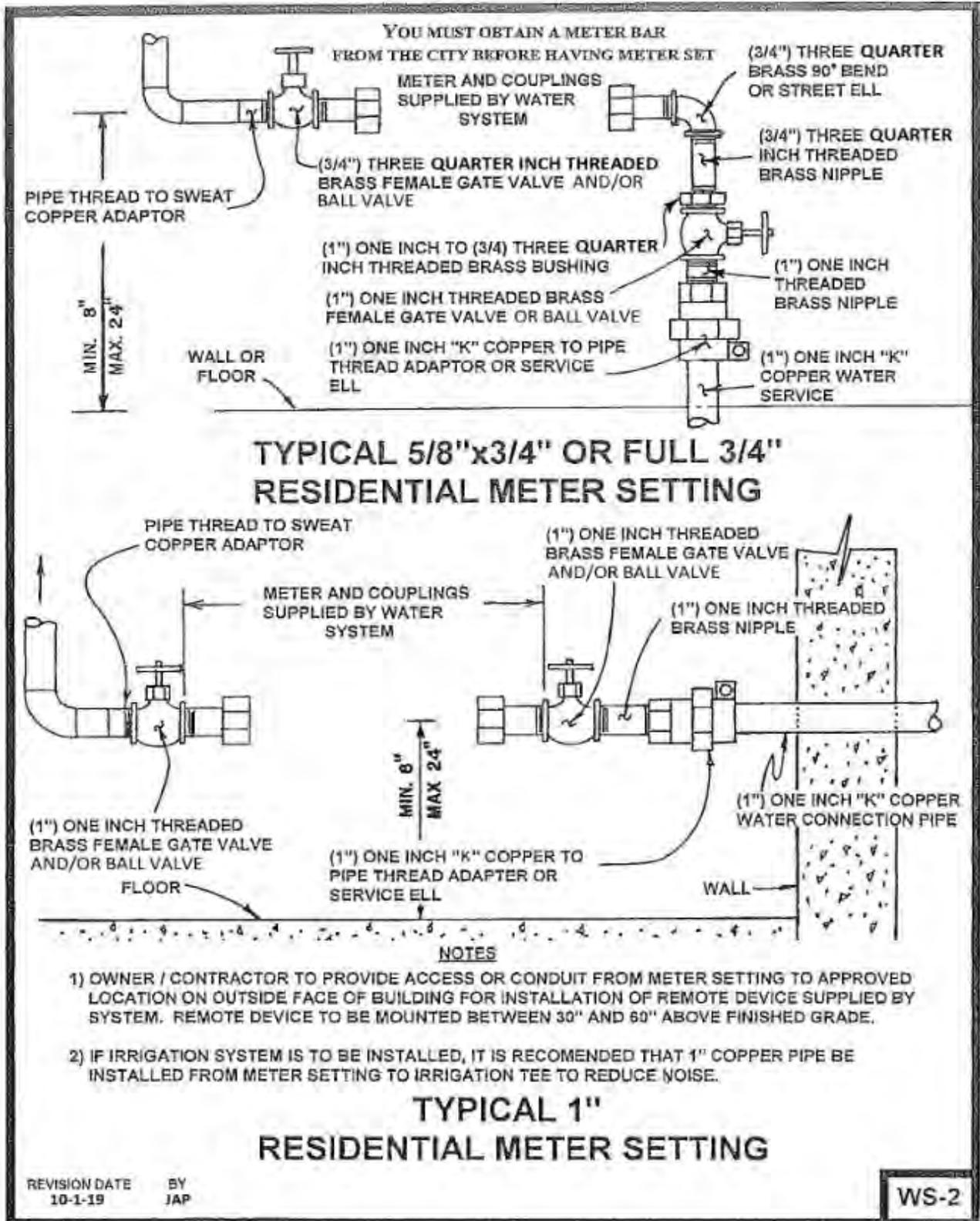
The Contractor's responsibility to maintain the turf shall end when the engineer is satisfied the above requirements have been met and a good stand of weed-free grass has been established. The Contractor shall also issue an informative instruction sheet or booklet to each adjacent property owner outlining the need for water, weed killer, etc., and take proper time to apply the same. However, any failure on the part of the property owner to properly care for the restored lawn area prior to the Contractor achieving an acceptable lawn of weed-free grass shall in no way relieve the Contractor of his responsibility as set forth above.

Final inspection of the seeded areas will be made at the conclusion of the maintenance period.

- d. **Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Turf Restoration.....	Square Yard

Figure 2: Typical 5/8" x 3/4" or Full 3/4" Residential Meter Setting



EAST GRAND RAPIDS STANDARD SERVICE PROVIDER AGREEMENT

This Agreement is made by and between the City of East Grand Rapids, a constitutional body of the State of Michigan "City" and [REDACTED] "Contractor".

For good and valuable consideration, the parties agree as follows:

1. General Purpose. The general purpose of this Agreement is to engage the professional services of Contractor for [REDACTED] "Services". The Work, Scope, Timetable, Compensation, and list of Contractor's Personnel are more fully set forth in the attached schedules A, B, C, and D, and incorporated herein. The City will assign a representative "City Liaison(s)", as named here [REDACTED]. Only directives from the City Liaison shall be recognized by the Contractor.
2. General Duties of the Contractor. Contractor shall perform in conformance with the attached schedules, A, B, C and D incorporated herein and agrees to perform such professional services with the standard of professional care and skill customarily provided in the performance of such services. Contractor agrees to perform these services to the satisfaction of the City from time to time during the term of this Agreement.
3. Term. The term of this Agreement shall be from [REDACTED].
4. Timetable. The timetable set forth in the attached Schedule B shall be adhered to unless such period is otherwise extended by the City. Contractor shall be responsible to the City for any damage caused by the failure by Contractor to comply with the timetable. Time is of the essence in this Agreement.
5. Contractor's Capacity and Responsibilities. It is expressly understood that the Contractor is an independent contractor and not the agent, partner, or employee of the City. Contractor and Contractor's workers, if any, are not employees of the City and are not entitled to tax withholdings, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise by the City. Contractor shall not have the authority to enter into any contract or agreement to bind the City and shall not represent to anyone that the Contractor has such authority. Contractor represents and warrants to the City that in performing the Services, Contractor will not be in breach of any agreement with a third party. Contractor agrees that he/she is subject to City ordinances and regulations, laws of the United States and of the State of Michigan, and that, in the event of violation of these, or behavior that is considered to be detrimental to the general public or the City, the City shall have the right to dismiss Contractor without prior notice.
6. Confidentiality of Information. Contractor agrees to keep confidential and not to disclose to third parties any information provided by the City pursuant to this Agreement unless the Contractor has received prior written consent of the City to make such disclosure. This obligation of confidentiality does not extend to any information that: (1) Was in the possession of the Contractor at the time of disclosure by the City, directly or indirectly;

(2) Is or shall become, through no fault of the Contractor, available to the general public; or (3) Is independently developed and hereafter supplied to Contractor by a third party without restriction or disclosure. This provision shall survive expiration and termination of this Agreement.

7. Suspension or Termination of Contract. The City reserves the right to suspend indefinitely or terminate the contract and the Contract Services to be rendered by Contractor upon oral or written notice to Contractor for any reason within 30 days' notice. In the event of termination prior to completion of all Services described in section 1 and Schedule A, the amount of the total fee to be paid Contractor shall be determined by the City on the basis of portion of the total work actually completed up to the time of such termination.
8. Insurance. The following requirements are applicable to all contracts entered into by the City:

The Contractor shall continuously maintain, during the life of the contract, insurance coverage of the type and amount specified below:

- **General Liability:** Comprehensive form, including premises/operations, independent contractors, and contractual liability insurance, and explosion and collapse, underground (only if excavation or tunneling involved), and products/completed operations hazards. Minimum Amounts: \$1,000,000 per occurrence bodily injury, \$1,000,000 per occurrence property damage.
- **Automobile:** Michigan "no-fault" coverage, residual automobile liability, comprehensive form, covering owned, hired and non-owned automobiles. Minimum Amounts: "No-fault" coverage - statutory. Residual liability \$1,000,000 combined single limit.
- **Worker's Compensation and Employer's Liability.** Minimum Amounts: Worker's Compensation - statutory. Employer's Liability: \$100,000.

These coverages shall protect the Contractor, subcontractors, the City and its employees, agents and representatives against claims arising out of the work performed. Certificates evidencing the above coverage, with a 20-day cancellation clause, shall be filed with City Services for the City before the described work begins. New certificates must be supplied if the policy(ies) represented by a filed certificate are canceled, reduced, not renewed, or in any way allowed to lapse.

In case of cancellation of any required insurance during the term of the contract, the Contractor shall cease operations as of the date of termination and shall not resume operations until new insurance is in force.

All of the insurance specified above is to be furnished unless the reference thereto is deleted and the deletion initialed by the City Liaison or authorized designee.

The Owner's Protective Liability policy as specified shall be written to include the City of East Grand Rapids, Michigan, as named insured.

9. Bond Requirements: **Applicable: Yes/No.**

A bid bond in the amount of 5% payable to the City of East Grand Rapids is required as a guarantee of good faith. If the Contractor is the successful low bidder and fails to enter into a contract or to furnish satisfactory bonds and certificates of insurance to the City of East Grand Rapids within 7 days after being furnished with a contract, the said bond shall be forfeited to the City of East Grand Rapids as liquidated damages.

If this Agreement is for a public improvement construction project costing \$50,000 or more, performance and payment bonds in an amount equal to the Agreement amount are required and must be provided before starting any of the Services.

A payment bond is required for the project total noted in Schedule C shall be submitted utilizing American Institute of Architects AIA Document 312.

A performance bond is for the project total noted in Schedule C shall be submitted utilizing American Institute of Architects AIA Document 312.

10. Indemnification and Hold Harmless. Contractor agrees that any personal injury to Contractor or third parties or any property damage incurred in the course of performance of the Services shall be the responsibility of Contractor to the extent such damages are caused by Contractor. Contractor agrees to indemnify the City, its governing board, officers, employees and agents from and against all costs, losses, damages, liabilities, expenses, demands, and judgements, including court costs and attorney's fees, which may arise out of Contractor's negligent performance of the Services, except to the extent such are caused by the sole fault or negligence of the City.

11. Notice. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or by registered or certified mail addressed as follows:

To the City:
City of East Grand Rapids
750 Lakeside Dr. SE
East Grand Rapids, MI 49506

To the Contractor:

Or to such other addresses as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

12. Entire Agreement; Modification. This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter

hereof and may not be amended except by and agreement signed by Contractor and an authorized representative of the City.

13. Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.
14. Governing Law and Compliance. This Agreement shall be governed by and construed under the laws of the State of Michigan which shall be the forum for any lawsuits arising from or incident to this Agreement. Each party will be individually responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this Agreement.
15. Non-Waiver. The delay of failure of either party to exercise any of its rights under this Agreement for breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
16. Assignment. Contractor may not assign the rights of obligations under this Agreement without the City's prior written consent.
17. Authority. The parties warrant that they have the authority to enter in to this Agreement and that entering onto this Agreement is not restricted or prohibited by any existing agreement to which they are parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this ___ day of _____, 20__.

City of East Grand Rapids:

Signature: _____

Title: Mayor _____

Signature: _____

Title: City Clerk _____

Contractor:

Signature: _____

Title: _____

SERVICE PROVIDER AGREEMENT SCHEDULE

Detail and Explanation of the Agreement between “City” and Contractor”

SCHEDULE A: WORK SCOPE

Project Description:

Initials City: _____ Initials Contractor: _____

SCHEDULE B: TIMETABLE

Start Date:

Completion Date:

Initials City: _____ Initials Contractor: _____

SCHEDULE C: COMPENSATION

Payment Amount and Schedule:

Initials City: _____ Initials Contractor: _____

SCHEDULE D: CONTRACTOR’S PERSONNEL

List of Personnel:

Initials City: _____ Initials Contractor: _____



CITY OF
EAST GRAND RAPIDS

10

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

(616) 940-4817

www.eastgr.org

DOUG LA FAVE
DEPUTY CITY MANAGER

MEMORANDUM

TO: Honorable Mayor and City Commissioners

FROM: Doug La Fave, Deputy City Manager

DATE: October 14, 2024

RE: Robinson Road/Cascade Road-Side Path/Sidewalk Project

Action Requested: That the City Commission consider approval of a resolution to accept a Federal Highway Administration (FHWA) Transportation Alternative Program (TAP) grant, contract, and authorized signer and agent administered by The Michigan Department of Transportation (MDOT) for construction of 1.8 miles of pedestrian side path/sidewalk along the south side of Robinson Road and Cascade Road from Plymouth Road to Manhattan Park/adjacent to the East Beltline in Kent County Road Commission (KCRC) Right-of-Way (ROW) for a grant award maximum total of up to \$779,548 and city allocated funds estimated up to \$360,400, of which ~\$60,000 is covered by a State of Michigan budget allocation, with funding allocations prorated to actual costs from the qualified low bid award from MDOT to Brenner Excavating, Inc. in the amount of \$1,094,628.50, and additionally authorizing a ROW permit with the KCRC.

Background: The City of East Grand Rapids went through a multi-year public engagement process in 2021 and 2022 towards developing a community Mobility/Bike Action Plan in 2022 as an output from the 2018 Community Master Plan. Since its adoption, the city has implemented many of the noted facilities regarding bike lanes/routes, additional pavement markings and associated signage to improve non-motorized infrastructure for pedestrian and bicycle safety. One of the areas noted for desired infrastructure improvement is the Robinson Road and Cascade Road corridor. This same east/west corridor is also noted in City of Grand Rapids and Grand Rapids Township connections in their respective non-motorized community plans. Additionally, MDOT also has identified the need for additional east/west connections from a macro level amongst existing corridors (see presentation slides included with materials). For more information on the City of East Grand Rapids Mobility-Bike Action Plan, please visit the following link: [Mobility/Bike Action Plan | East Grand Rapids, MI - Official Website \(eastgrmi.gov\)](https://www.eastgrmi.gov/mobility-bike-action-plan) or QR code:



With the infrastructure need identified by the East Grand Rapids Mobility/Bike Action Plan and neighboring jurisdictions non-motorized plans, the city applied for grant funding as the lead agency for this multi-jurisdictional corridor.

The Robinson and Cascade Road corridor from Plymouth Road to East Beltline is a combination of multiple jurisdictions, but the southside is under the ROW jurisdiction of the KCRC. After initial review of available ROW, it was determined that there was generally not sufficient ROW along the southside stretch of Cascade Road to provide for adequate separation distance from the roadway and sidewalk/side path infrastructure. Generally, the KCRC ROW limit is located adjacent to the back of the Consumers Energy utility poles along Cascade Road, which only allows the ROW space between these poles to the roadway.

In order to construct a sidewalk or side path with additional buffering from Cascade Road, the city respectfully requested adjacent property owners to consider providing between 6 and 10-foot easements south of the existing Consumers Energy utility poles to construct at minimum a 5-foot wide, Americans with Disabilities Act (ADA) compliant concrete sidewalk through the corridor that balanced buffering from Cascade Road and setbacks from homes. The city sent out several notices with invitations for residents to meet with city staff to discuss the potential project and associated easements. City staff met with 26 out of 50 households/properties. Securing easements became a challenge, mostly with respect to financial consideration or limitations on private property related to public infrastructure, but feedback received from resident engagement from those who participated was supportive of pedestrian facilities. With feedback and the challenge related to securing easements, city staff re-engaged the KCRC to study, review, and discuss possible enhancements to the Cascade Road corridor as well to seek alternative solutions to address both the road concerns that were shared by residents and proposed pedestrian facilities. The conclusion of this process culminated in the KCRC partnering to modifying Cascade Road with a road diet to accommodate fully constructing 5 and 6-foot wide, Americans with Disabilities Act (ADA) compliant concrete sidewalk within the existing KCRC public ROW. This means that no private easements are needed for this section of the overall project. Additionally, and in conjunction with the side path/sidewalk project, Cascade Road had a micro seal treatment applied and reconfigured via pavement markings to transition from four lanes of traffic (two lanes in each direction) to a new configuration of two travel lanes, one in each direction, as well as a center turn lane with wider shoulders varying from 6-7 feet for separation distance from pedestrian facilities.

Configuration-Cascade Road-Before with Image-Below



In addition to the partnership with the KCRC related to permitting the side path/sidewalk project and associated road diet, the KCRC also adjusted several tapers and intersection radii at Cascade Road and Pioneer Club Road and Cascade Road and Kingswood Road to further align Cascade Road for pedestrian infrastructure improvements.

Various reviews required for the project included National Environmental Policy Act (NEPA) for environmental review and additionally architectural/historical, archaeological, indigenous/tribal, and civil/traffic engineering and all are clear with respect to the project final plans.

The MDOT project bid letting was October 4, 2024. The results of the bids are provided below. Note the difference between updated engineers estimate and the contract and associated grant award. The amounts authorized are prorated accordingly for actual project costs. The FY 24/25 budget is programmed for this project expense including a State of Michigan budget allocation of ~\$60,000 towards the local match. The construction contract will be held/administered by MDOT with the city covering required expenditures related to engineering services and any non-participating items.

Bids Received-Below

Letting of October 04, 2024

Letting Call: 2410 048

Low Bid: \$1,094,628.50

Project: TAU 41000-216857

Engineer Estimate: \$1,315,059.50

Local Agreement: 24-5334

Pct Over/Under Estimate: -16.76 %

Start Date: 10 days after award

Completion Date: 84 Calendar Days

Description:

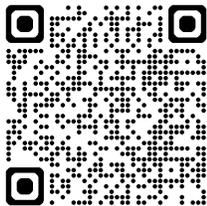
1.80 mi of concrete sidewalk, curb and gutter, retaining walls and drainage work along Robinson Road from Plymouth Road to Cascade Road in the city of East Grand Rapids, Kent County. This is a Local Agency project.

6.00 % DBE participation required

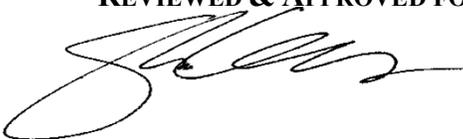
Bidder	As-Submitted
Brenner Excavating, Inc.	\$1,094,628.50
C L Trucking & Excavating, LLC	\$1,318,548.25
Anlaan Corporation	\$1,483,425.70
Kamminga & Roodvoets, Inc.	\$1,918,064.50

Total Number of Bidders: 4

If approved, the project will be constructed in the spring of 2025. For direct links to notices/information please visit the following link to the city construction page and scroll down to the Robinson Road/Cascade Road Side Path/Sidewalk Project: [Construction Updates | East Grand Rapids, MI - Official Website \(eastgrmi.gov\)](https://www.eastgrmi.gov/construction-updates) or QR code:



REVIEWED & APPROVED FOR SUBMISSION:



Shea Charles
City Manager

Robinson Road/Cascade Road-Side Path/Sidewalk Project Resolution

WHEREAS: The City of East Grand Rapids collaborated with neighboring jurisdictions/transportation agencies and the Grand Valley Metro Council (GVMC) to develop a non-motorized pedestrian improvement project in alignment with the City of East Grand Rapids Mobility-Bike Action Plan and in coordination with neighboring jurisdictions/transportation agency non-motorized plans; and,

WHEREAS: The City of East Grand Rapids, in conjunction with the Grand Valley Metro Council (GVMC) Transportation Committees submitted a side path/sidewalk project in accordance that was approved in the GVMC 2023-2026 Transportation Improvement Plan (TIP) for grant funding; and,

WHEREAS: The City of East Grand Rapids, through the GVMC, was awarded grant funding through the Michigan Department of Transportation (MDOT) Transportation Alternatives Program (TAP) with assigned Contract Number 24-5334 for a maximum amount of \$779,548 with final amount and local match pro-rated to the award/actual expenses; and

WHEREAS: The City of East Grand Rapids attests to the existence of, and commits to, the funds necessary to carry out the project, including engineering for design and construction, permit fees, administration costs, contingency costs, and cost over runs, and any non-participating items; and

WHEREAS: The City of East Grand Rapids commits to owning operating, funding and implementing the maintenance program over the design life of the facilities constructed; and,

WHEREAS: The City of East Grand Rapids is dedicated to providing a safe and efficient road, bridge and non-motorized transportation network in and throughout East Grand Rapids; and,

WHEREAS: The City of East Grand Rapids has authorized Doug La Fave, Deputy City Manager/Director of Public Works to act as an agent on behalf of the city related to MDOT Job Number 216857CON and requirements under Contract Number 24-5334, to act as the city's authorized agent for the project; and,

WHEREAS: Mayor Katie Favale is authorized to sign MDOT Contract Number 24-5334.

NOW, THEREFORE, BE IT RESOLVED that the City of East Grand Rapids authorizes acceptance of the TAP grant, approval of associated MDOT Contract, authorized agent and authorized contract signer.

YEAS:

NAYS:

Adopted this _____ day of October 2024.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of East Grand Rapids at a meeting held on October_____, 2024.

Dated: October _____, 2024

Lori Parmenter
City Clerk

TAP

DA

Control Section	TAU 41000
Job Number	216857CON
Project	24A0707
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5334

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF EAST GRAND RAPIDS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in East Grand Rapids, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated August 7, 2024, attached hereto and made a part hereof:

Concrete sidewalk along Robinson Road SE from Plymouth Avenue SE to Cascade Road SE and along Cascade Road SE from Robinson Road SE to East Beltline Avenue SE, including grading, concrete curb and gutter, curb ramps, modular block retaining wall, fencing, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$779,548 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described

as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(I) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any

hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the

DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF EAST GRAND RAPIDS

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



August 7, 2024

EXHIBIT I

CONTROL SECTION TAU 41000
JOB NUMBER 216857CON
PROJECT 24A0707

ESTIMATED COST

CONTRACTED WORK

Estimated Cost \$1,315,100

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST \$1,315,100
Less Federal Funds* \$ 779,548
BALANCE (REQUESTING PARTY'S SHARE) \$ 535,552

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

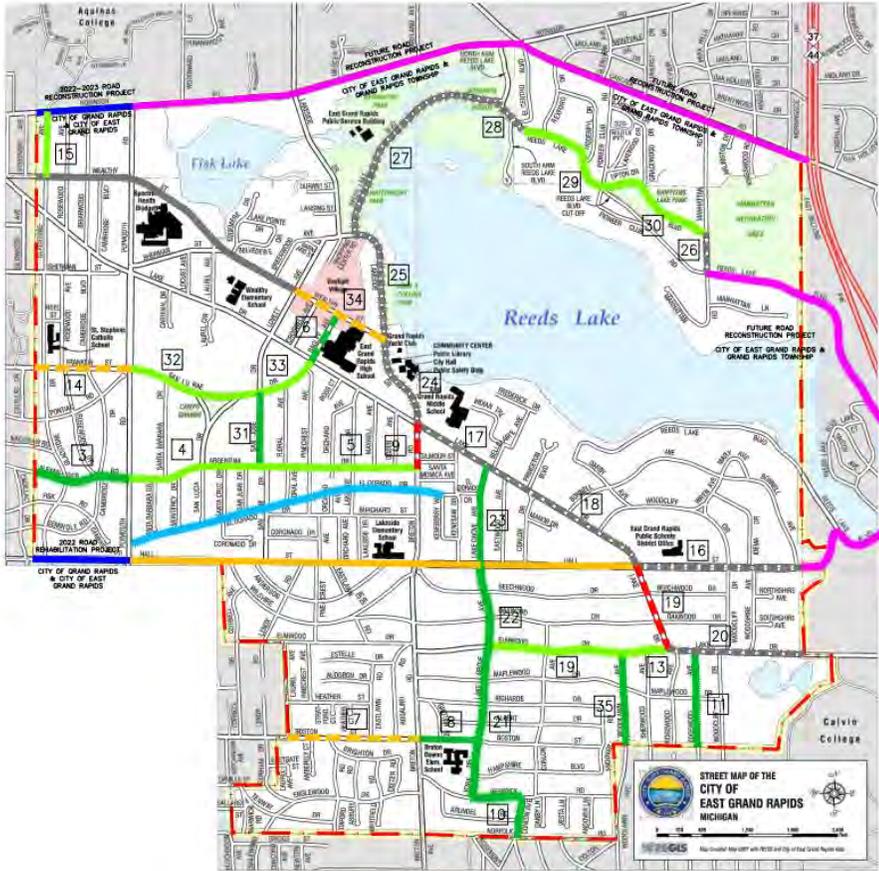
The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Grand Valley Metropolitan Council
FY2023-2026 Transportation Improvement Program Project List

2023	Trunkline	207358	S/TIP Line Items	Kent	MDOT	Regionwide	All trunkline routes of GVMC MPO	1.845	Traffic Safety	Longitudinal pavement marking application on trunklines in Grand Region		PE	Programmed	\$2,205	\$245	\$0	\$2,450	HSIP	\$2,860,000	\$2,860,000
2023	Trunkline	207358	S/TIP Line Items	Kent	MDOT	Regionwide	All trunkline routes of GVMC MPO	1.845	Traffic Safety	Longitudinal pavement marking application on trunklines in Grand Region		CON	Programmed	\$628,425	\$69,825	\$0	\$698,250	HSIP	\$2,860,000	\$2,860,000
2023	Trunkline	207359	S/TIP Line Items	Kent	MDOT	Regionwide	All trunkline routes of GVMC MPO	1.845	Traffic Safety	Special pavement marking application on trunklines in Grand Region		PE	Programmed	\$2,205	\$245	\$0	\$2,450	HSIP	\$500,000	\$500,000
2023	Trunkline	207359	S/TIP Line Items	Kent	MDOT	Regionwide	All trunkline routes of GVMC MPO, All trunkline routes of GVMC MPO	1.845	Traffic Safety	Special pavement marking application on trunklines in Grand Region		CON	Programmed	\$108,045	\$12,005	\$0	\$120,050	HSIP	\$500,000	\$500,000
2023	Trunkline	207375	S/TIP Line Items	Kent	MDOT	Regionwide	All trunkline routes of GVMC MPO	2.971	Traffic Safety	Pavement marking retroreflectivity readings on trunklines in Grand Region		CON	Programmed	\$3,528	\$392	\$0	\$3,920	HSIP	\$16,000	\$16,000
2023	Trunkline	208902	S/TIP Line Items	Kent	MDOT	I-296/US-131 NB	7 Bridges along US-131/I-296 NB Corridor	0.000	Bridge Rehabilitation	Deep overlay, Epoxy overlay, Railing Replacement		PES	Programmed	\$416,101	\$92,269	\$0	\$508,370	NH	\$7,104,220	\$7,104,220
2023	Trunkline	208927	S/TIP Line Items	Kent	MDOT	M-44 CONN	From I-96 north to Airway Street	2.665	Road Rehabilitation	Milling and Two Course Asphalt Resurfacing		PE	Programmed	\$245,550	\$53,633	\$817	\$300,000	NH	\$6,459,000	\$6,459,000
2023	Trunkline	209604	S/TIP Line Items	Kent	MDOT	M-6 / Holstege Wetland Mitigation Site	M-6 / Holstege Wetland Mitigation Site	0.000	Environmental	Wetland Mitigation Site Access and Additional Wetland Restoration		CON	Programmed	\$270,105	\$59,895	\$0	\$330,000	ST	\$1,040,000	\$1,040,000
2023	Trunkline	210053	S/TIP Line Items	Kent	MDOT	M-21	From I-96 east to Grand River Avenue	3.698	Road Rehabilitation	Milling and Two Course Asphalt Resurfacing		CON	Programmed	\$7,284,650	\$1,615,350	\$0	\$8,900,000	NH	\$9,700,000	\$9,700,000
2023	Trunkline	210072	S/TIP Line Items	Kent	MDOT	US-131	From Allegan/Kent County Line north to 76th Street	4.038	Reconstruction	Reconstruction, Add Weave/Merge Lanes		CON	Programmed	\$100,000	\$39,900,000	\$0	\$40,000,000	RBMP,NH	\$43,000,000	\$43,000,000
2023	Trunkline	211694	S/TIP Line Items	Kent	MDOT	US-131	From I-96 north to Post Drive	6.185	Active Traffic Management	Active Traffic Management Systems		EPE	Programmed	\$1,555,150	\$344,850	\$0	\$1,900,000	NHFP	\$38,367,348	\$38,367,348
2023	Trunkline	213211	S/TIP Line Items	Kent	MDOT	I-96	M-37/M-44 (East Beltline) over I-96 from GRE Railroad to Bradford Street	0.335	Bridge Replacement	Bridge Replacement of 510-41025 & Road Reconstruction of bridge approaches		ROW	Programmed	\$40,925	\$7,941	\$1,134	\$50,000	NH	\$20,765,000	\$20,765,000
2023	Trunkline	215066	S/TIP Line Items	Kent	MDOT	US-131 NB/I-96 WB	Two Structures along the US-131 NB Ramp to I-96 WB	0.000	Bridge Rehabilitation	Bridge Rehabilitation		CON	Programmed	\$5,349,600	\$594,400	\$0	\$5,944,000	BFPI	\$6,714,000	\$6,714,000
2023	Trunkline	201305	Trunkline Bridge	Kent	MDOT	I-96	Fruit Ridge Road Over I-96	0.000	Bridge Rehabilitation	Deep Overlay		CON	Programmed	\$1,337,063	\$148,563	\$0	\$1,485,626	IM	\$1,836,268	\$1,836,268
2023	Trunkline	204412	Trunkline Bridge	Kent	MDOT	I-96	under Segwon Ave SE, Lowell Township, Kent County	0.000	Bridge Rehabilitation	Shallow overlay and substructure repair		CON	Programmed	\$767,700	\$85,300	\$0	\$853,000	BOI	\$976,540	\$976,540
2023	Trunkline	210818	Trunkline Road	Kent	MDOT	I-96	Whitneyville Avenue east to the Kent/Ionia County Line	8.346	Road Capital Preventive Maintenance	Full Depth Concrete Pavement Repair		CON	Programmed	\$1,727,854	\$383,147	\$0	\$2,111,000	NH	\$2,186,000	\$2,186,000
2023	Trunkline	201531	Trunkline Traffic Operations And Safety	Kent	MDOT	Regionwide	Various locations in Grand Region	0.000	ITS Applications	2023 West Michigan TOC Control Room Operations		OPS	Programmed	\$1,344,954	\$298,240	\$0	\$1,643,194	CM	\$1,643,194	\$1,643,194
2023	Trunkline	201535	Trunkline Traffic Operations And Safety	Kent	MDOT	Regionwide	Regionwide	0.000	ITS Applications	2023 ITS maintenance and operations in Grand Region		OPS	Programmed	\$900,350	\$199,650	\$0	\$1,100,000	CM	\$1,100,000	\$1,100,000
2023	Trunkline	201942	Trunkline Traffic Operations And Safety	Kent	MDOT	US-131	US-131 from 44th to Post	11.605	Traffic Safety	Queue management system		CON	Programmed	\$1,605,035	\$178,337	\$0	\$1,783,372	HSIP	\$2,155,090	\$2,155,090
2023	Trunkline	209412	Trunkline Traffic Operations And Safety	Kent	MDOT	M-57	Northland Dr to Farland Ave	3.917	Traffic Safety	Shoulder Paving with Shoulder Rumble Strips		PE	Programmed	\$200,700	\$22,300	\$0	\$223,000	VRU	\$1,933,000	\$1,933,000
2023	Trunkline	213573	Trunkline Traffic Operations And Safety	Kent	MDOT	Front Ave NW	Kent County	0.000	ITS Applications	2023 Safety Service Patrol Operations - Grand Region		OPS	Programmed	\$253,735	\$56,265	\$0	\$310,000	NH	\$310,000	\$310,000
2023	Trunkline	213928	Trunkline Traffic Operations And Safety	Kent	MDOT	Leonard St NE	TSCWIDE	13.634	Traffic Safety	Non-freeway signing upgrade		PE	Programmed	\$32,250	\$0	\$0	\$32,250	STG	\$279,500	\$279,500
2024	Local	N/A	Local Livability and Sustainability	Kent	East GR/ GR Twp/ Cascade Twp/ KCRC	Robinson Rd & Cascade Rd	Robinson Rd - Plymouth to Cascade, Cascade Rd - Robinson to East Beltline	1.5	Roadside Facilities - Improve	8 ft sidewalk		CON	Programmed	\$779,548		\$334,092	\$1,113,640	TAU	\$1,113,640	\$1,392,050
2024	Local	214473	Local Bridge	Kent	Grand Rapids	Pearl St NW	Pearl Street, Str#5185, over the Grand River	0.000	Bridge CPM	Bridge Capital Preventative Maintenance		CON	Programmed	\$260,000	\$0	\$65,000	\$325,000	BHT	\$325,000	\$406,250

City of East Grand
Rapids Trails-
Mobility Network





NOTE: THE IMPLEMENTATION OF THE MOBILITY – BIKE ACTION PLAN ADDRESSES ALL SHORT TERM PROJECTS, SOME MID AND LONG TERM PROJECTS WITH INTERMEDIATE UPGRADES SLATED FOR FUTURE RECONSTRUCTION, AND UPDATES SOME EXISTING FACILITIES IDENTIFIED IN THE MOBILITY-BIKE ACTION PLAN PREPARED BY PROGRESSIVE AE-JUNE 2021.

SOURCES:
 MANUAL ON UNIFORM TRAFFIC CONTROL FOR STREETS AND HIGHWAY, 2009 EDITION;
 AASHTO GUIDE FOR THE DEVELOPMENT OF BICYCLE FACILITIES, 2012 FOURTH EDITION;
 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD PLAN (PAVE-900-G, PAVE-961-C, PAVE-962-B)

MAP LEGEND: SHORT TERM PHASE ROAD TYPE

- CROSTOWN CONNECTOR
- NETWORK RESIDENTIAL
- LINK RESIDENTIAL
- NEIGHBORHOOD RESIDENTIAL
- PEDESTRIAN WALKING PATH
- EX. EGR MULTI-USE, BICYCLE, OR PED FACILITIES
- EX. FACILITIES (UPDATED IN BIKE MOBILITY PLAN)
- FUTURE PROJECT WITH CITY OF GRAND RAPIDS
- FUTURE PROJECT WITH KCRC, GR TOWNSHIP
- - - CITY LIMITS

MAP LEGEND: MID & LONG TERM PHASE ROAD TYPE

- - - CROSTOWN CONNECTOR
- - - NETWORK RESIDENTIAL
- - - LINK RESIDENTIAL
- - - NEIGHBORHOOD RESIDENTIAL

SHEET INDEX – PLAN VIEW BY STREET

SHEET	DESCRIPTION
3	ALEXANDER RD (CITY LIMITS TO PLYMOUTH RD)
4	ARGENTINA DR (PLYMOUTH RD TO FLORAL AVE)
5	ARGENTINA DR (FLORAL AVE TO BRETON RD)
6	BAGLEY AVE (LAKE DR TO WEALTHY ST)
7	BOSTON ST (CITY LIMITS TO BRETON RD)
8	BOSTON ST (BRETON RD TO LAKE GROVE AVE)
9	BRETON RD (ARGENTINA DR TO LAKE DR)
10	CONLON AVE (CITY LIMITS TO BERWYCK RD)
11	BERWYCK RD (CONLON AVE TO YORK DR)
12	EDGEWOOD AVE (CITY LIMITS TO LAKE DR)
13	ELMWOOD DR (LAKE GROVE AVE TO WOODLAWN AVE)
14	ELMWOOD DR (WOODLAWN AVE TO LAKE DR)
15	FRANKLIN ST (CITY LIMITS TO PLYMOUTH RD)
16	GLADSTONE AVE (WEALTHY ST TO ROBINSON RD)
17	HALL ST (LAKE DR TO TO CITY LIMITS)
18	LAKE DR (LAKESIDE DR/BRETON RD TO PRINCETON BLVD)
19	LAKE DR (PRINCETON BLVD TO HALL ST)
20	LAKE DR (HALL ST TO ELMWOOD DR)
21	LAKE DR (ELMWOOD DR TO CITY LIMITS)
22	YORK DR (BERWYCK RD TO BOSTON ST)
23	LAKE GROVE AVE (BOSTON ST TO MAPLEWOOD DR)
24	LAKE GROVE AVE (MAPLEWOOD DR TO HALL ST)
25	LAKE GROVE AVE (HALL ST TO LAKE DR)
26	LAKESIDE DR (LAKE DR TO WEALTHY ST)
27	LAKESIDE DR (WEALTHY ST TO REEDS LAKE BLVD)
28	MANHATTAN RD (REEDS LAKE BLVD TO REEDS LAKE BLVD)
29	REEDS LAKE BLVD (LAKESIDE DR TO PEDESTRIAN CROSSING)
30	REEDS LAKE BLVD (PEDESTRIAN CROSSING TO EL CENTRO BLVD)
31	REEDS LAKE BLVD (EL CENTRO BLVD TO GRACEWOOD DR)
32	REEDS LAKE BLVD (GRACEWOOD DR TO MANHATTAN RD)
33	SAN JOSE DR (ARGENTINA DR TO SAN LU RAE DR)
34	SAN LU RAE (PLYMOUTH RD TO SAN LUCIA DR)
35	SAN LU RAE (SAN LUCIA DR TO LAKE DR)
36	WEALTHY ST (LOVETT AVE TO LAKESIDE DR)
37	WOODLAWN AVE (CITY LIMITS TO ELMWOOD DR)

Halverson Engineering, LLC
 4498 Orchard Creek CT SE
 Grand Rapids, MI 49546
 Office: (616) 560-6142



CITY OF EAST GRAND RAPIDS
 KENT COUNTY, MICHIGAN
 MOBILITY -
 BIKE ACTION PLAN

DRAWN BY DATE
 JLN 4/14/22

CHECKED BY DATE
 JLN 4/14/22

PROJECT NUMBER
 1060

SHEET NUMBER
 2 of 48



Community Engagement

Please complete this statement:

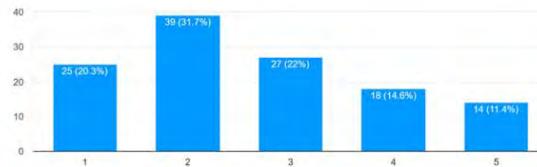
"Pedestrian and bicycle facilities in East Grand Rapids will be _____ in five years."



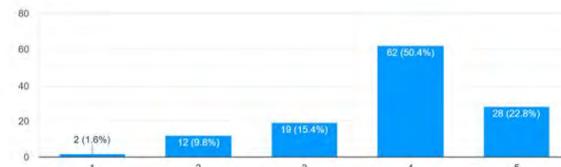
Using paint, cones, bales of hay, temporary signs, lightweight planters, and other inexpensive materials, an existing right-turn lane was repurposed into a bike/walk path segment representing a "Lake 2 Lake" trail connecting Fisk Lake and Reeds Lake.

The intervention stayed in place from October 15 until November 1, and community input was collected. Feedback indicated strong public support, with 65% responding that the improved elements should be made permanent.

How did you feel crossing the street in this location prior to this demonstration?
123 responses



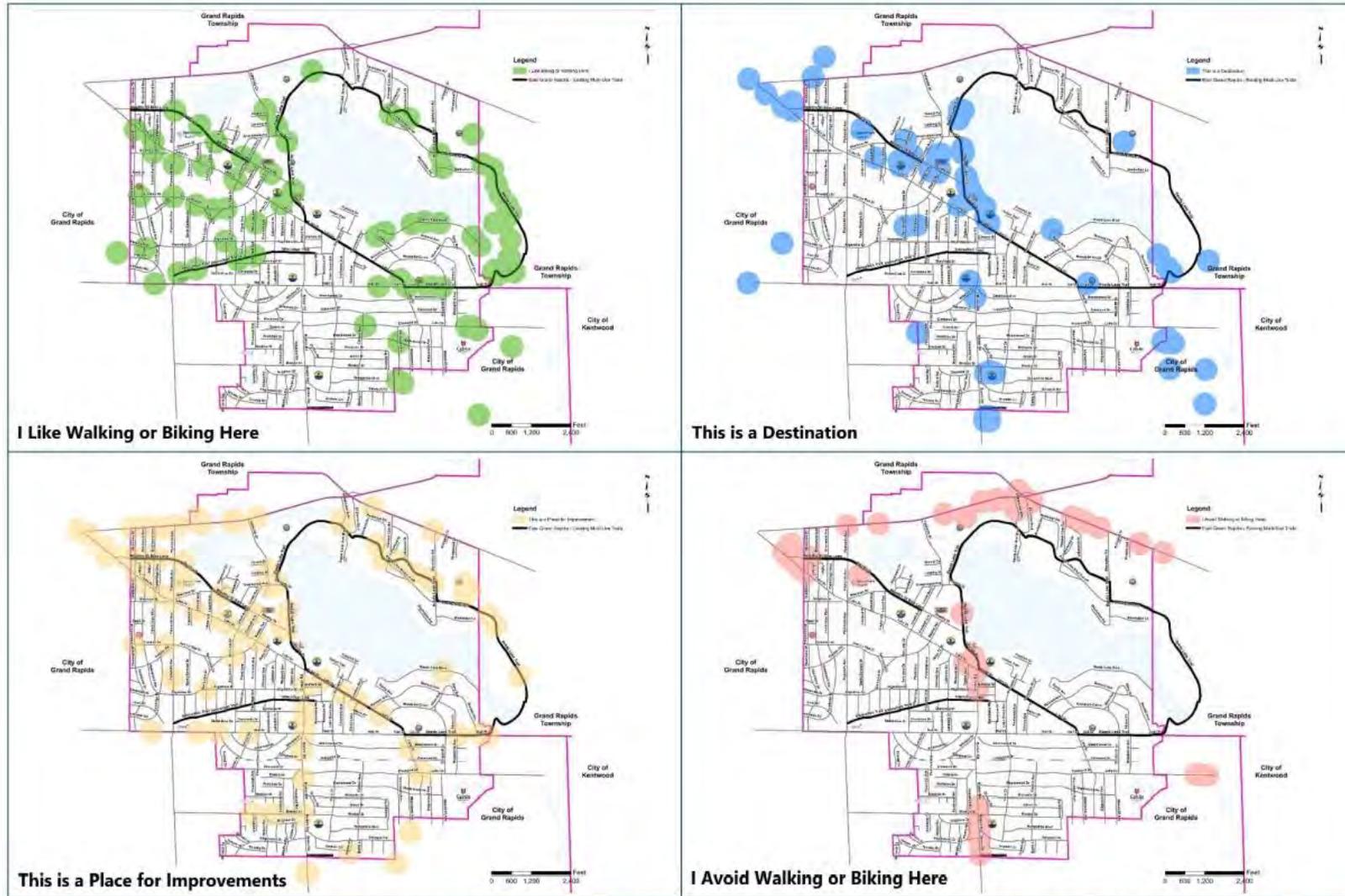
How did you feel crossing the street in this location during this demonstration?
123 responses



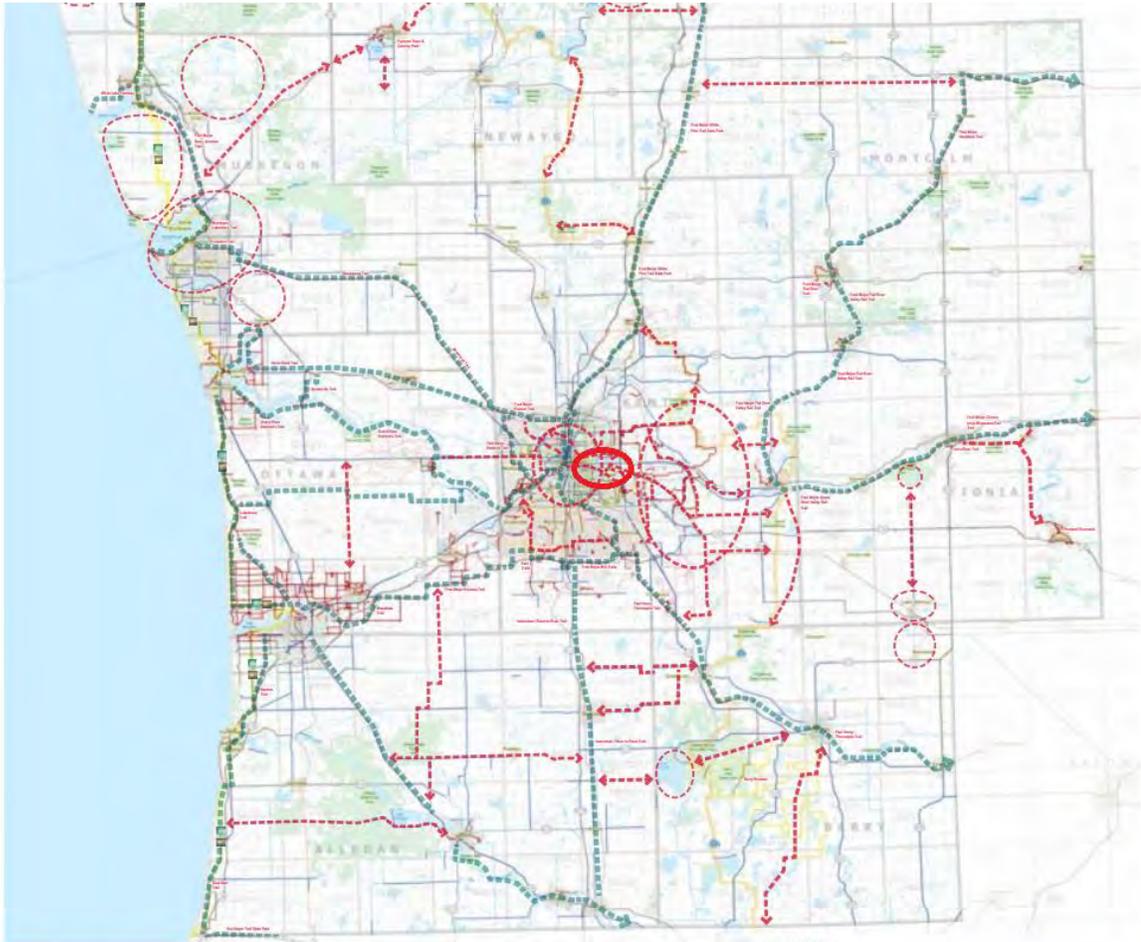
The Aligned Planning report describing the details of the intervention and the public response is included as an appendix to this plan.



2020-2021-Mobility-Bike Action Plan Community Engagement



MDOT-Desired Connections

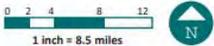


MDOT Grand Region - Regional Nonmotorized Plan
GRAND REGION

Nonmotorized Priorities + Desired Connections Map

August 2017

Refer to individual county maps and associated Plan text for more details about priorities and desired connections.



LEGEND

Existing	Planned	Improved Shared Use Path/Sidepath (>8' wide)
Unimproved Shared Use Path/Sidepath (>8' wide)	Bike Lane/Paved Shoulder (>4' wide)	Shared Lane Marking
Bike Route (signed or mapped)	Undefined Bikeway (Details Unknown)	

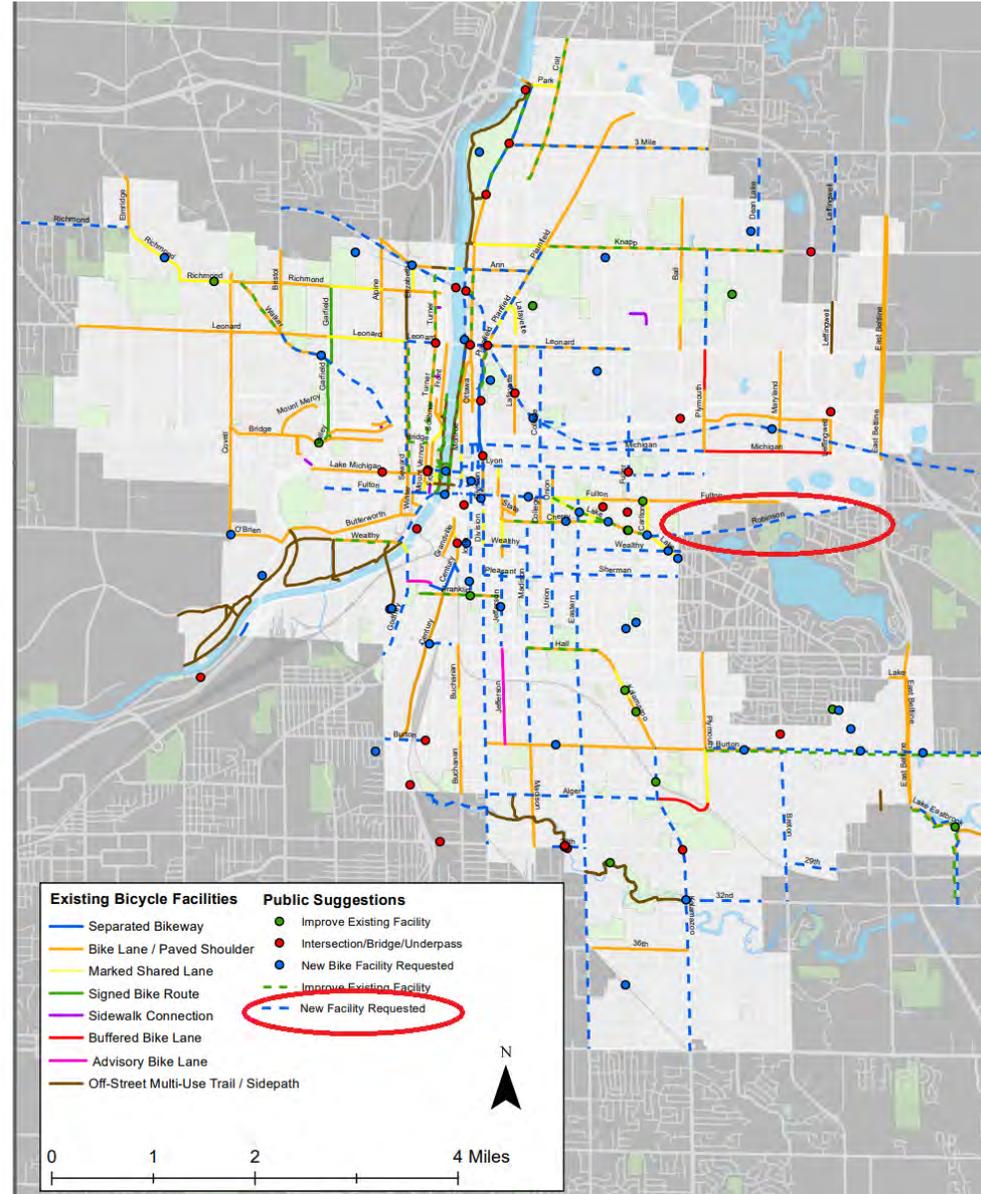
Statewide/National Routes

- U.S. Bike Route 35
- U.S. Bike Route 20
- North Lakes Bike Route
- North Country Trail
- Iron Belle Hiking Trail

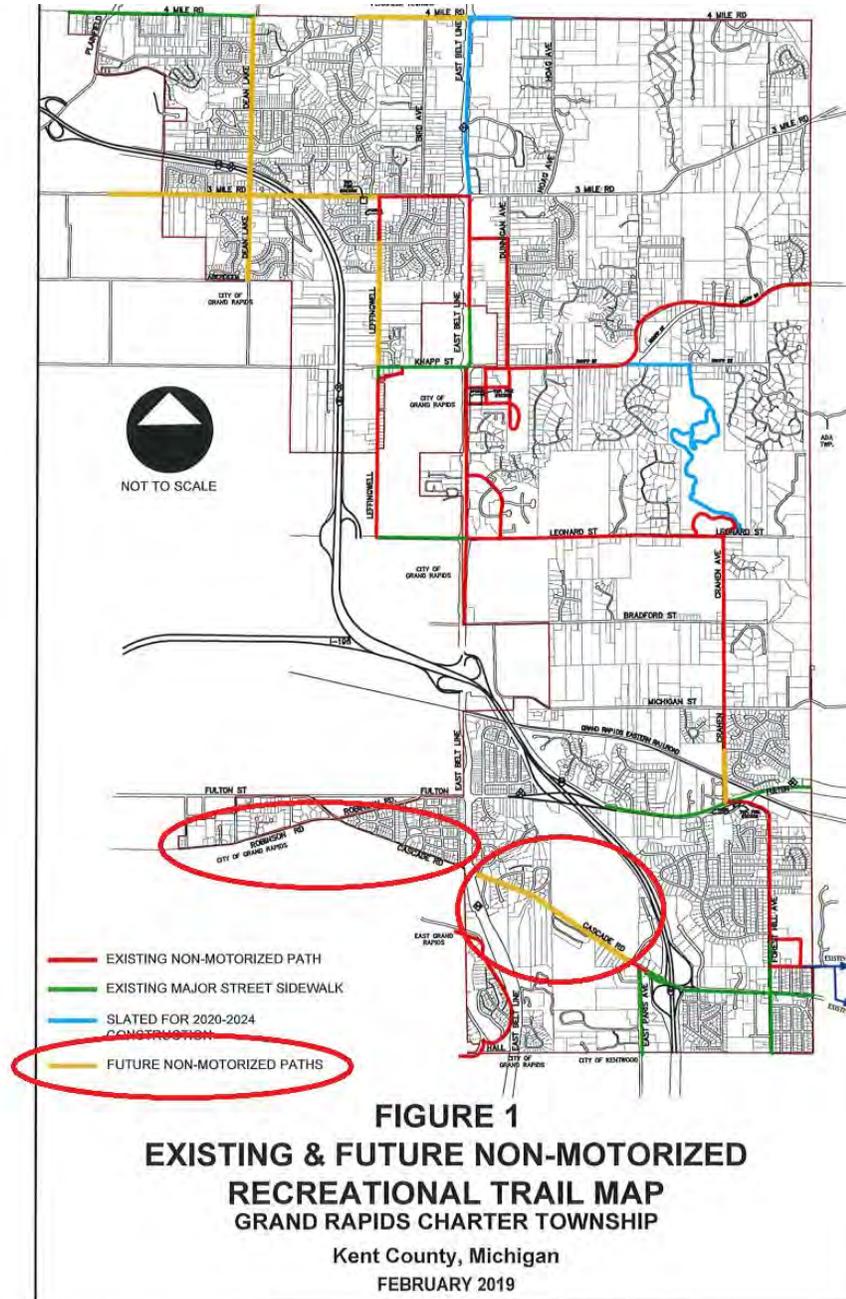
Keys to Text Descriptions of Priorities in Master Plan

- Proposed Regional Corridors
- Desired Connections

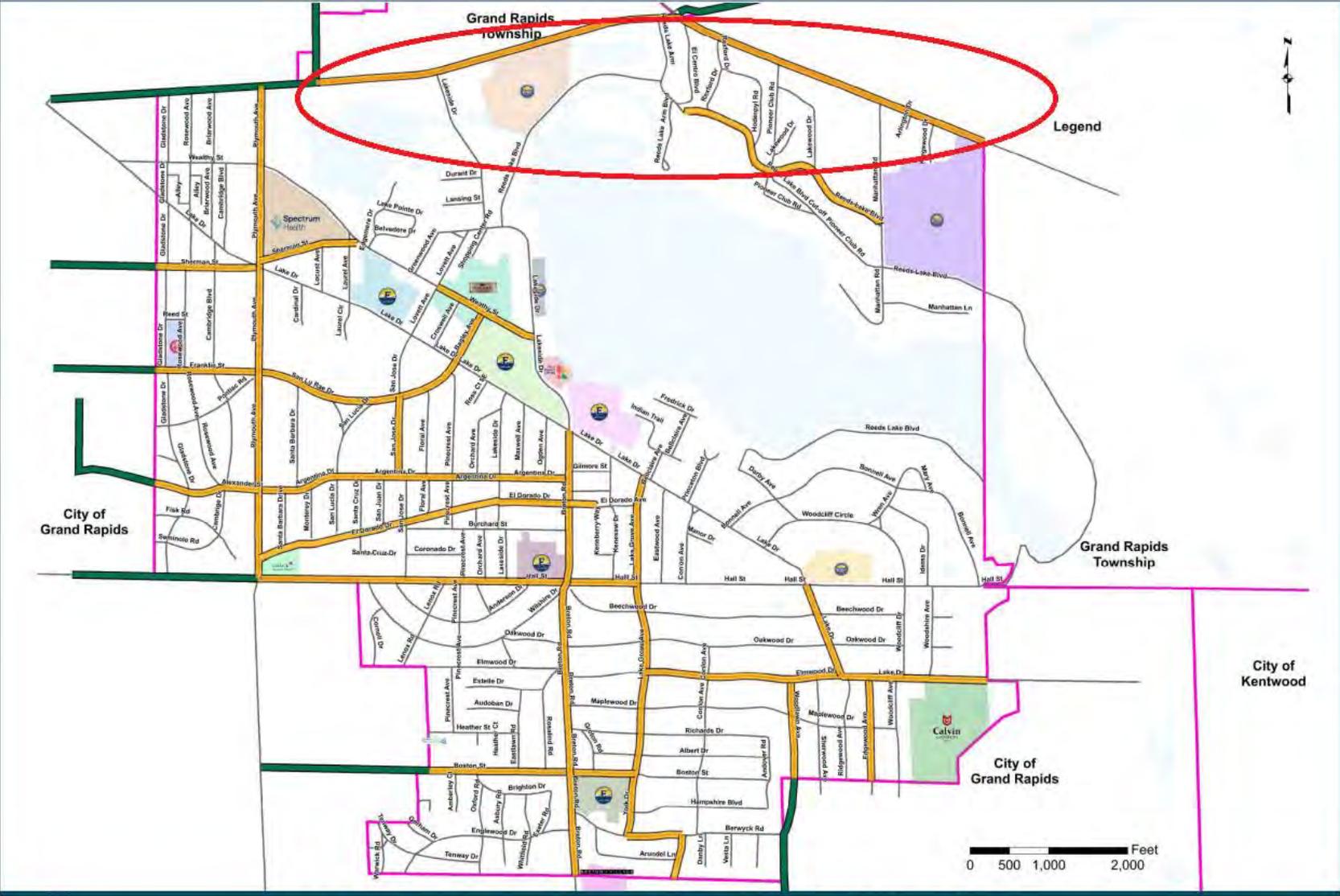
City of Grand Rapids-New Facility Requested-Public Suggestions



Grand Rapids Township-Existing and Future Non-Motorized Trails



East Grand Rapids-Future Non-Motorized Facilities

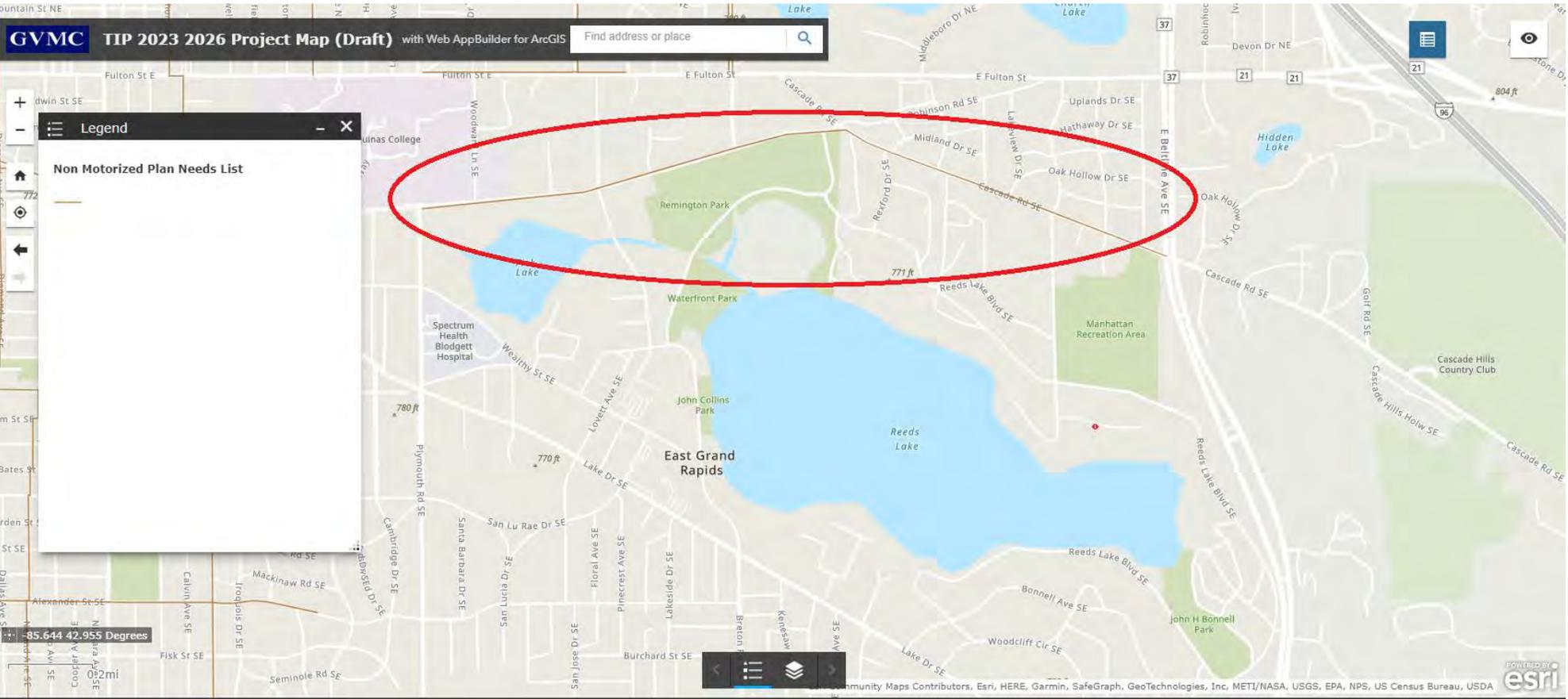


POTENTIAL MOBILITY NETWORK - FUTURE NETWORK EAST GRAND RAPIDS - MOBILITY BIKE-ACTION PLAN

progressive|ae

MDOT-96 Pedestrian Crossing-Existing





Non Motorized Plan Needs List

Options Filter by map extent Zoom to Clear selection Refresh

GIS_ID	JURISDICT	JOB_Name	JOB_Limits	Facility	LENGTH	SCORE	COMMENTS
1568	Grand Rapids	Neland Ave SE Bicycle Boulevard	Hall St SE to Logan St SE	Shared traffic lanes, intersection modifications, signage, pavement markings, trail segment at Joe Taylor Park	0.8	11	
1127	Grand Rapids	Fulton St	Plymouth Ave to Worcester Dr	Sidewalk	0.5	10	Funded 2025 TAU
1600	Grand Rapids	Diamond Ave SE/NE - Spring Ave NE Bicycle Facilities	Sherman St SE to 3 Mile Rd NE	Bicycle lanes, shared traffic lanes, separated bikeways; intersection modifications	4.3	13	
2108	East GR/GR Twp/Cascade Twp/KCRC	Robinson Rd & Cascade Rd	Robinson Rd - Plymouth to Cascade, Cascade Rd - Robinson Rd to East Beltline	Sidepath	1.8	9	

5 features 0 selected



Grant Summary

Date: 07/03/2024

Page: 1 of 2

Grant Type: Transportation Alternatives Program

Grant Number: 2023090

Section	Applicant	Description (rpt)	Current Grant Amount	Total Match	Total Amount	Grant %	Status	Grant Year
01	City Of East Grand Rapids	GVMC East Grand Rapids Sidewalk- Robinson Rd & Cascade Rd	\$779,548.00	\$360,407.00	\$1,139,955.00	68.38%	Approved	2024
Total:			\$779,548.00	\$360,407.00	\$1,139,955.00	68.38%		

Section Grant Section Description

01 FY2024 GVMC TAP GRANT AWARDED (7/3/24 jd)

FY2024 GVMC TAP CONDITIONAL COMMITMENT (8/31/2023 jt)

The City of East Grand Rapids will construct 1.8 miles of new sidewalk along Robinson Road and Cascade Road from Plymouth Avenue to Manhattan Park. The proposed project includes 5-foot-wide concrete sidewalk along the east side of Robinson Road and Cascade Road.

The 1.8 miles of sidewalk will close the trail gap between the City of Grand Rapids and Grand Rapids Township and provide multi-jurisdictional trail connections between the City of Grand Rapids, East Grand Rapids, Grand Rapids Township, and Ada.

The total construction cost is \$1,139,955 with \$ 779,548 in GVMC TAP funds and \$360,407 in matching funds from the City of East Grand Rapids.

Project Summary

This application was approved for TAP funding by the Grand Valley Metro Council. The application is for a sidewalk, which is an eligible project under TAP's Pedestrian and Bicycle Facilities category.

Job Phase Summary

Section	Job/Phase	Est Grant Amount	Auth Grant Amount	CTD Grant Amount	Route	Work Description	Location Description	Phase Status	FinSys
01	216857(CON)	\$779,548.00			Robinson Rd SE	Construction of 8ft sidewalk	Robinson - Plymouth to Cascade, Cascade - Robinson to E Beltline	Programmed	TAU
Total:		\$779,548.00							



Grant Summary

Date: 07/03/2024

Page: 2 of 2

Nonmotorized Funding Condition

This project must be designed and constructed in accordance with the standards in the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, 2012 edition. The standards for off-road trails include a minimum 10-foot width with a minimum of 2-foot clear zone on each side. The standards for bridges or boardwalks include a minimum 14-foot width between rub rails. In addition, bridges and boardwalks shall meet a minimum design load of 90 psf and H-10 (not acting concurrently). For roadways with no curb and gutter, the standards for on-road paved shoulders include a minimum 4-foot width facility on each side of the road. If parking is permitted, the standards for bike lanes include a minimum width of 5 feet. The project must also be designed and constructed in accordance with the current edition of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD). For traffic control devices not in the most current MMUTCD, implementation must be in accordance with relevant Federal Highway Administration interim approvals.

NEPA Condition

This project shall adhere to the regulations set forth under the National Environmental Policy Act of 1969, as amended. (Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, 4(b), Sept. 13, 1982). This project is required to analyze and report on certain environmental, economic, and social conditions which may be impacted as part of the project undertaking. A complete and approved Local Agency Environmental Clearance Form (MDOT Form 5323) must be on file with the Michigan Department of Transportation Local Agency Programs unit prior to requesting obligation of funds. The form can be found on the MDOT Forms Repository webpage: mdotjboss.state.mi.us/webforms/

Funding Condition

Transportation Alternatives Program (TAP) funding is conditional upon the items mentioned in the correspondence from the MDOT Office of Economic Development conveying the Conditional Commitment, supporting documentation, as well as fund availability. Federal transportation funding could be subject to Congressional approval of a rescission- reducing or eliminating the remaining unobligated funds. The amount of TAP funding that Congress has authorized for expenditure is provided on a first come, first served basis to the projects that have completed the steps necessary to request federal fund authorization (obligation) from the Federal Highway Administration. These steps typically include submitting completed plans, a cost estimate, and project related specifications, as well as obtaining all necessary permits, property and access rights, environmental certifications and clearances, an executed MDOT-local agency contract, and all matching funds and/or non-participating funds, as may be required or applicable.

Quarterly Progress Report Condition-MDOT Form 3197

As the grantee responsible for implementing this project, it is your responsibility to show that your project is making adequate progress towards federal obligation in the approved fiscal year. To show continued progress, you must submit a Quarterly Progress Report in the MDOT Grant System (MGS) on or before the first business day of the months of January, April, July, and October. Use MDOT Form 3197, found on the MDOT Forms Repository webpage: mdotjboss.state.mi.us/webforms/ Submission of this report is required from the time a Conditional Commitment/Award is issued until the grantee reports that they have provided approval on an accurate bid letting package to MDOT's Local Agency Program. Failure to submit this form by the due dates listed could result in the rescission of the grant. Submission of forms that show lack of detail or progress toward federal obligation may also lead to rescission.

Important Note on TAP Funding for Local Agencies

Federal TAP funds shall be applied to the eligible items of the total participating project cost up to the lesser of: (1) the TAP grant amount, or (2) an amount such that either 80 percent or 81.85 percent, the maximum federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the participating project cost, after deduction of TAP funds, shall be the responsibility of the grantee. All non-participating costs shall be the responsibility of the grantee. In addition to the limits mentioned above, TAP funds are capped at the applicable low bid amount and shall not be applied to any extra construction costs or construction over-runs; these costs shall be the responsibility of the grantee.

Letting of October 04, 2024

Letting Call: 2410 048

Low Bid: \$1,094,628.50

Project: TAU 41000-216857

Engineer Estimate: \$1,315,059.50

Local Agreement: 24-5334

Pct Over/Under Estimate: -16.76 %

Start Date: 10 days after award

Completion Date: 84 Calendar Days

Description:

1.80 mi of concrete sidewalk, curb and gutter, retaining walls and drainage work along Robinson Road from Plymouth Road to Cascade Road in the city of East Grand Rapids, Kent County. This is a Local Agency project.

6.00 % DBE participation required

Bidder	As-Submitted
Brenner Excavating, Inc.	\$1,094,628.50
C L Trucking & Excavating, LLC	\$1,318,548.25
Anlaan Corporation	\$1,483,425.70
Kamminga & Roodvoets, Inc.	\$1,918,064.50

Total Number of Bidders: 4

CITY OF EAST GRAND RAPIDS

KENT COUNTY, MICHIGAN

IN COOPERATION WITH

MICHIGAN DEPARTMENT OF TRANSPORTATION

AND

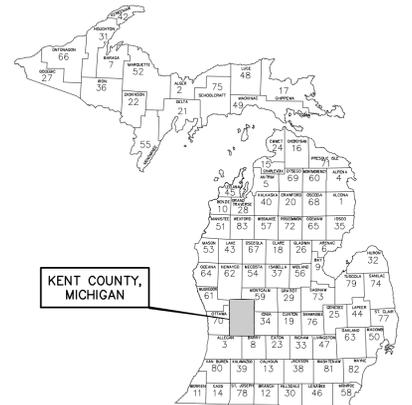
FEDERAL HIGHWAY ADMINISTRATION

SIDEWALK & PATHWAY IMPROVEMENTS

JOB NUMBER : 216857(A)

CONTROL SECTION : 41000

STATE LOCATION MAP



KENT COUNTY, MICHIGAN

SHEET INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	TYPICAL CROSS SECTIONS AND MISCELLANEOUS DETAILS
3	RETAINING WALL DETAILS
4	ROBINSON ROAD (STA. 10+12 TO STA. 18+00)
5	ROBINSON ROAD (STA. 18+00 TO STA. 28+00)
6	ROBINSON ROAD (STA. 28+00 TO STA. 35+00)
7	ROBINSON ROAD (STA. 35+00 TO STA. 44+00)
8	ROBINSON ROAD (STA. 44+00 TO STA. 53+00)
9	ROBINSON ROAD (STA. 53+00 TO STA. 61+00)
10	CASCADE ROAD (STA. 61+00 TO STA. 70+00)
11	CASCADE ROAD (STA. 70+00 TO STA. 87+00)
12	CASCADE ROAD (STA. 87+00 TO STA. 104+29)
13	RAMP GRADING DETAILS
14	RAMP GRADING DETAILS
15	RAMP GRADING DETAILS

ROBINSON ROAD & CASCADE ROAD TRAFFIC DATA

2024	10000
2044	14600
2019 & 2039 PERCENT COMMERCIAL	7%
POSTED SPEED	30/35/45 MPH

PROJECT LENGTH

ROBINSON ROAD & CASCADE ROAD	1.8 MILES
------------------------------	-----------

CONTRACT FOR: 1.8 MILES OF SIDEWALK INCLUDING EARTHWORKS, CONCRETE AND HMA PAVEMENT, CONCRETE CURB & GUTTER, RETAINING WALLS, AND DRAINAGE IMPROVEMENTS IN THE CITY OF EAST GRAND RAPIDS, KENT COUNTY.

MUNICIPAL APPROVAL

La Fay
LA FAY CITY MANAGER 3/29/24 DATE

PREPARED UNDER SUPERVISION OF

Salt Post
SCOTT T. POST, P.E. 6201046243 REGISTRATION NO.

PREIN & NEWHOF, INC.

3355 EVERGREEN DRIVE NE, GRAND RAPIDS, MI 49525 ADDRESS

SOIL BORING GENERAL NOTES

WITHIN EACH SOIL BORING, WHERE SHOWN, SOIL SAMPLES WERE OBTAINED BY THE STANDARD PENETRATION TEST METHOD, ASTM D1586, WHEREBY A SPLIT-SPOON SAMPLER IS DRIVEN THREE SUCCESSIVE 4-INCH INCREMENTS WITH A 140 POUND WEIGHT FALLING 30 INCHES. THE NUMBER OF BLOWS REQUIRED TO DRIVE THE SAMPLER FOR EACH INCREMENT IS PRESENTED ON THE SOIL BORING LOGS.

GRANULAR SOILS (COARSE-GRAINED) HAVE MORE THAN 50% OF THEIR DRY WEIGHT RETAINED ON A #200 SIEVE. THEY ARE DESCRIBED AS: BOULDERS, COBBLES, GRAVEL OR SAND. FINE-GRAINED SOILS HAVE LESS THAN 50% OF THEIR DRY WEIGHT RETAINED ON A #200 SIEVE. THEY ARE DESCRIBED AS: CLAYS OR CLAYEY SILTS IF THEY ARE COHESIVE, AND SILTS IF THEY ARE NON-COHESIVE. IN ACCORDANCE WITH MICHIGAN DEPARTMENT OF TRANSPORTATION, GRANULAR SOILS ARE DEFINED BASED ON THEIR $\frac{w}{L}$ RATIO; FINE-GRAINED SOILS ARE FURTHER DEFINED BASED ON THEIR STRENGTH OR CONSISTENCY, AND ON THEIR PLASTICITY.

MAJOR SOIL COMPONENT	GRADATION RANGE	DESCRIPTION TERM(S) (OF MINOR SOIL CONSTITUENTS)	PERCENT OF DRY WEIGHT
BOULDERS	OVER 12 INCHES (305mm)		
COBBLES	12 INCHES TO 3 INCHES (305mm TO 76mm)	TRACE	1 - 10
GRAVEL COARSE	3 INCHES TO 3/4 INCHES (76mm TO 19mm)	LITTLE	10 - 20
GRAVEL FINE	3/4 INCHES TO #4 SIEVE (19mm TO 4.75mm)	SOME	20 - 35
SAND COARSE	#4 SIEVE TO #10 SIEVE (4.75mm TO 2.00mm)	AND	35 - 50
SAND MEDIUM	#10 SIEVE TO #40 SIEVE (2.00mm TO 0.425mm)		
SAND FINE	#40 SIEVE TO #200 SIEVE (0.425mm TO 0.075mm)		
SILT	PASSING #200 SIEVE (0.075mm) TO 0.0075mm		
CLAY	SMALLER THAN 0.0075mm		

CONSISTENCY OF COHESIVE SOILS:		UNCONSOLIDATED COMP. STRENGTH, q_u (TSI)	CONSISTENCY
IN-SITU DENSITY OF GRANULAR SOILS		< 0.25	VERY SOFT
N - BLOWS/FT.	IN-SITU DENSITY	0.25 - 0.50	SOFT
0 - 4	VERY LOOSE	0.50 - 1.00	MEDIUM (FIRM)
5 - 10	LOOSE	1.00 - 2.00	STIFF
11 - 30	MEDIUM DENSE	2.00 - 4.00	VERY STIFF
31 - 50	DENSE	4.00 - 8.00	HARD
50 +	VERY DENSE	> 8.00	VERY HARD

WATER LEVELS INDICATED ON THE BORING LOGS ARE THE LEVELS MEASURED IN THE BORING AT THE TIMES INDICATED. IT SHOULD BE NOTED THAT GROUNDWATER LEVELS OBSERVED DURING DRILLING IN PREDOMINANTLY COHESIVE SOILS ARE NOT NECESSARILY INDICATIVE OF THE STATIC GROUNDWATER LEVEL. THIS IS DUE TO THE RELATIVELY LOW PERMEABILITY OF CLAY SOILS AND THE TENDENCY OF DRILLING OPERATIONS TO TEMPORARILY SEAL OFF NATURAL PATHS OF GROUNDWATER MIGRATION INTO THE BORING. ADDITIONALLY, FLUCTUATIONS IN GROUNDWATER LEVELS SHOULD BE ANTICIPATED WITH SEASONAL VARIATIONS AND FOLLOWING PERIODS OF HEAVY OR PROLONGED PRECIPITATION.

THE SOIL BORING LOGS SHOWN ON THE CONSTRUCTION PLANS ARE BEING FURNISHED FOR YOUR CONVENIENCE AND GENERAL INFORMATION ONLY. THE DATA SHOWN ON THE BORING LOGS REPRESENTS THE GROUNDWATER CONDITIONS ENCOUNTERED AT THE RESPECTIVE BORING LOCATIONS. VARIATIONS MAY OCCUR BETWEEN THESE LOCATIONS. ADDITIONALLY, THE STRATIGRAPHIC LINES REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN SOIL TYPES. HOWEVER, THE TRANSITION MAY BE MORE GRADUAL THAN WHAT IS SHOWN. THE BIDDOR WILL BE RESPONSIBLE FOR MAKING THEMSELVES FAMILIAR WITH SURFACE CONDITIONS BY VISUAL MEANS THEY DEEM NECESSARY AND SHALL MAKE THEIR OWN DETERMINATIONS THEREOF. THE BIDDOR BY SUBMITTING A BID, WAIVES ALL CLAIMS FOR DAMAGES WHICH THEY MAY SUFFER BY REASONS OF THE INADEQUACIES OR DISCREPANCIES OF THE INFORMATION SHOWN ON THESE SOIL BORING LOGS AND UNDERSTANDS THAT NO COMPENSATION WILL BE PAID TO THEM DUE TO AN INADEQUACY OR DISCREPANCY IN THIS DATA.

SOIL EROSION CONTROL NOTES

EROSION CONTROL BLANKET:
SOIL EROSION CONTROL BLANKET SHALL BE REPLACED ON ALL DISTURBED SLOPES THAT ARE 1 ON 3 OR STEEPER AND IN ALL DISTURBED DITCH BOTTOMS.

TEMPORARY SEEDING:
TEMPORARY SEEDING SHALL BE CAST ON ALL DISTURBED AREAS AS DIRECTED BY THE ENGINEER WITHIN 1 WEEK OF DISTURBANCE.

GENERAL NOTES

- THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE 2020 MICHIGAN DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR CONSTRUCTION AND SUPPLEMENTAL SPECIFICATIONS FOR THIS PROJECT.
- CONTRACTOR TO CALL MISS DIG (CALL TOLL FREE 1-800-482-7171) THREE WORKING DAYS BEFORE STARTING YOUR PROJECT.
- THE PROPOSED IMPROVEMENTS COVERED BY THESE PLANS ARE IN ACCORDANCE WITH 2018 AASHTO POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS.
- THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE IN ACCORDANCE WITH THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE 2021 AASHTO GUIDE FOR THE PLANNING, DESIGN, AND OPERATION OF PEDESTRIAN FACILITIES.

STANDARD PLANS & SPECIAL DETAILS

DRAINAGE STRUCTURES	R-1-G
COVER B	R-7-F
COVER C	R-8-D
COVER G	R-12-E
COVER J	R-14-D
CURB RAMP AND DETECTABLE WARNING DETAILS	R-28-K *
DRIVEWAY OPENINGS & APPROACHES, AND CONCRETE SIDEWALK	R-29-J *
CONCRETE CURB AND CONCRETE CURB & GUTTER	R-30-G
UTILITY TRENCHES	R-83-C
SOIL EROSION & SEDIMENTATION CONTROL MEASURES	R-96-E
* SPECIAL DETAIL	

TRAFFIC & SAFETY STANDARD PLANS

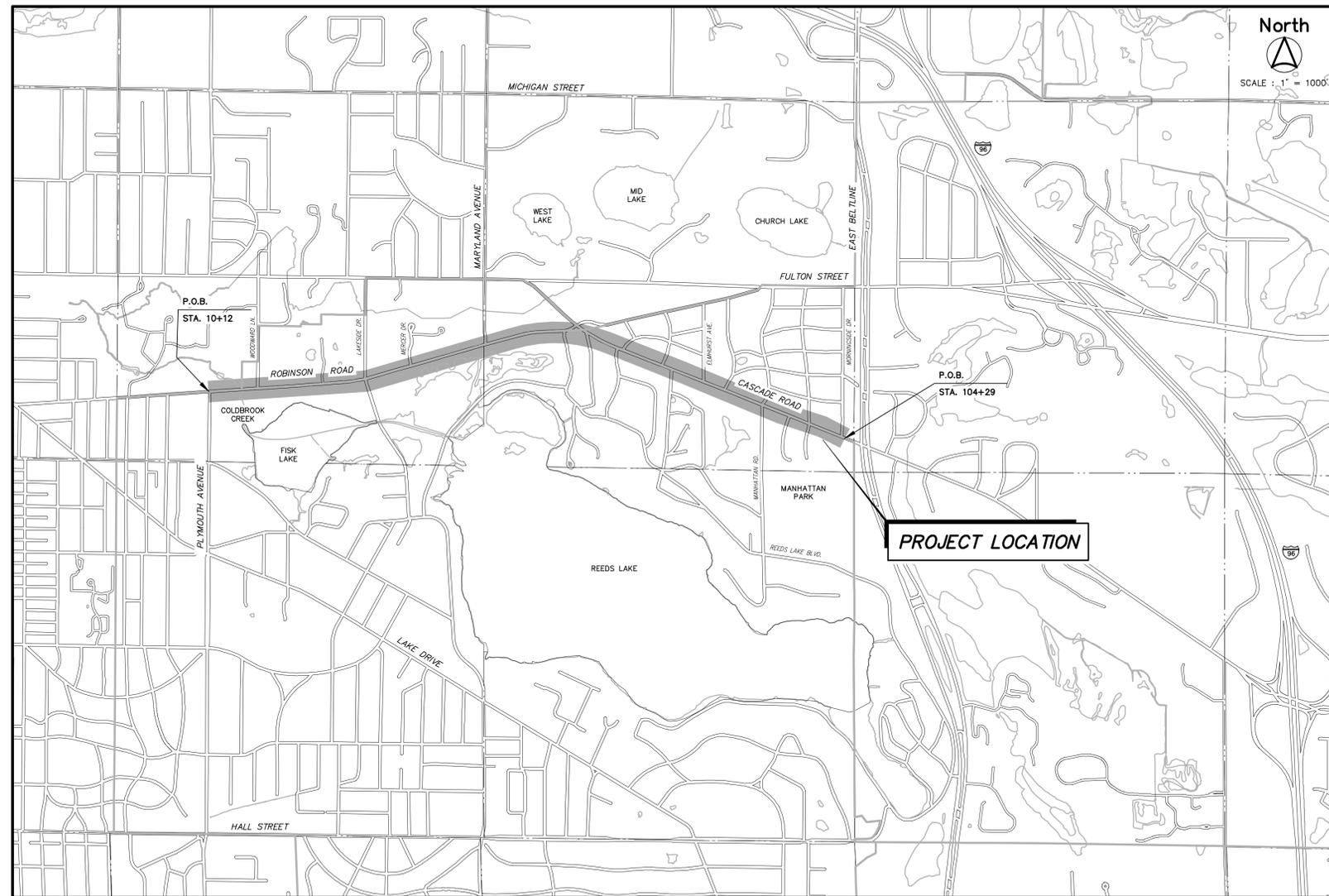
GROUND DRIVEN SIGN SUPPORTS FOR TEMP SIGNS	WZD-100-A *
TEMPORARY TRAFFIC CONTROL DEVICES	WZD-125-E *
LANE CLOSURES UTILIZING TRAFFIC REGULATORS ON A 2 LANE UNDIVIDED ROADWAY	110-TR-NFW-2L
SHOULDER CLOSURE ON A 2-LANE UNDIVIDED ROADWAY	122-NFW-SHL-(R)
1 RIGHT LANE CLOSURE ON A 4-LANE UNDIVIDED ROADWAY	123-NFW-1LC-(R)
* SPECIAL DETAIL	

UTILITIES

ELECTRIC-DISTRIBUTION	ROADS AND STORM SEWER
CONSUMERS ENERGY 4000 CLAY AVE. SW GRAND RAPIDS, MI 49548 PHONE : (616) 530-4115 ATTN: JIM MIXTER	KENT COUNTY ROAD COMMISSION 1900 4 MILE ROAD NW WALKER, MI 49544 PHONE: (616) 242-6900 ATTN: WAYNE HARRALL
GAS	COMMUNICATION
DTE ENERGY 444 WEALTHY ST. SW GRAND RAPIDS, MI 49503 PHONE : (616) 632-2631 ATTN: ANDRE DIAZ	AT&T 955 36TH ST. SE GRAND RAPIDS, MI 49508 PHONE : (616) 666-4430 ATTN: AARON BURNETT
WATER & SANITARY	CABLE TELEVISION
CITY OF EAST GRAND RAPIDS 2310 REEDS LAKE BLVD. SE EAST GRAND RAPIDS, MI 49506 PHONE : (616) 940-4870 ATTN: HEATHER YORK	COMCAST 25626 TELEGRAPH RD. SOUTHFIELD, MI 48034 PHONE: (734) 359-1669 ATTN: JEFF DOBIES



UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.



PROJECT DATUM INFORMATION

COORDINATE SYSTEM :	STATE PLANE GRID
ZONE :	ELLIPSOID :
	GRS 80
HORIZONTAL DATUM :	NAD 83 (2011)
VERTICAL DATUM :	NAVD 88
GEOD. :	GEOD. 18
UNITS :	INTERNATIONAL FEET
PROJECT COMBINED SCALE FACTOR (PCSF) = 0.999907732359	
GROUND DISTANCE = GRID DISTANCE/PCSF	



STRUCTURAL

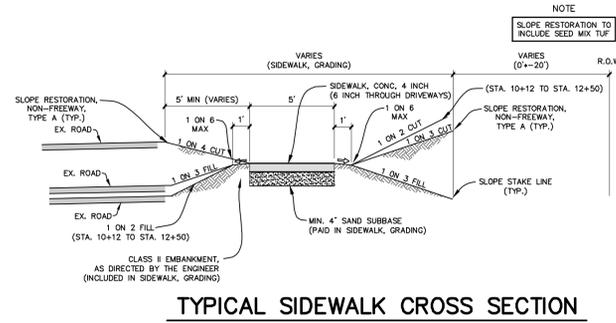
Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

ISSUED FOR BIDS

PROJECT NO.
2220701

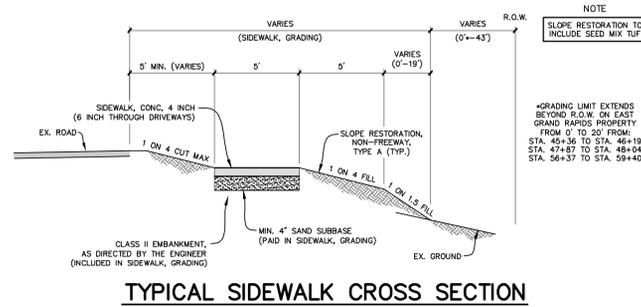
SHEET NO.

1 OF 15



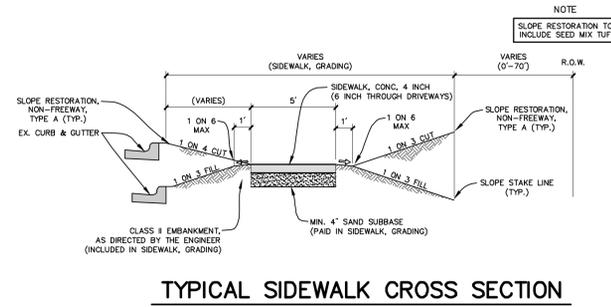
TYPICAL SIDEWALK CROSS SECTION

STA. 10+12 (P.O.B.) TO 23+39
 STA. 25+67 TO 30+81
 STA. 33+83 TO 45+36
 STA. 51+79 TO 54+50
 STA. 59+40 TO 61+39
 SCALE : 1" = 5'



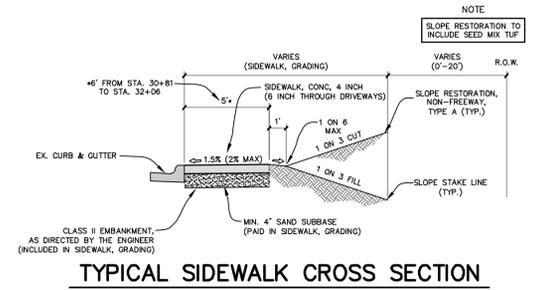
TYPICAL SIDEWALK CROSS SECTION

STA. 45+36 TO 51+79
 STA. 54+50 TO 59+40
 SCALE : 1" = 5'



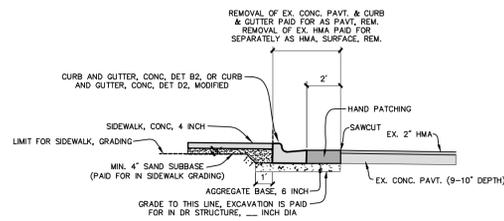
TYPICAL SIDEWALK CROSS SECTION

STA. 23+39 TO 25+67
 STA. 32+06 TO 33+83
 STA. 61+95 TO 67+81
 STA. 69+04 TO 69+46
 STA. 76+95 TO 78+96
 STA. 90+97 TO 92+86
 STA. 95+23 TO 96+80
 STA. 102+46 TO 104+29 (P.O.E.)
 SCALE : 1" = 5'



TYPICAL SIDEWALK CROSS SECTION

STA. 30+81 TO 32+06
 STA. 67+81 TO 69+04
 STA. 70+09 TO 78+95
 STA. 78+96 TO 90+97
 STA. 92+86 TO 95+23
 STA. 96+80 TO 98+50
 STA. 99+91 TO 102+46
 SCALE : 1" = 5'



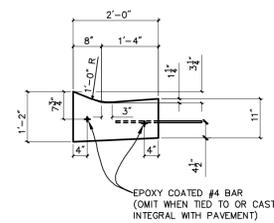
**CASCADE ROAD: CURB & GUTTER REPLACEMENT
 DETAIL FOR DRAINAGE IMPROVEMENTS**

STA. 73+35 TO 73+65
 STA. 82+30 TO 82+80
 STA. 84+79 TO 85+06
 STA. 89+14 TO 89+37
 STA. 91+22 TO 91+42
 STA. 92+41 TO 92+66
 STA. 102+47 TO 102+62
 SCALE : 1" = 5'

HMA APPLICATION TABLE

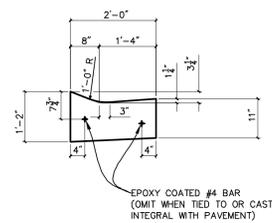
ITEM	RATE (PER SYD.)	PERFORMANCE GRADE	REMARKS	APPLICATION
HMA APPROACH	165 LB	58-28	13A BASE COURSE	DRIVEWAYS
HMA APPROACH	165 LB	58-28	13A TOP COURSE (AM-220 MN)	DRIVEWAYS
HMA APPROACH	165 LB	58-28	13A BASE COURSE	SIDE STREET APPROACHES
HMA APPROACH	165 LB	58-28	13A TOP COURSE (AM-220 MN)	SIDE STREET APPROACHES
HAND PATCHING	1210 LB	58-28	13A, 275 LBS PER SYD MAX. LFT	HAND PATCHING

NOTE : BOND COAT MATERIAL SHALL BE APPLIED BETWEEN SUCCESSIVE COURSES OF HMA AT A RATE OF 0.09 GALLONS PER SQUARE YARD.



**CURB AND GUTTER, CONC, DET D1,
 MODIFIED**

SCALE : NONE



**CURB AND GUTTER, CONC, DET D2,
 MODIFIED**

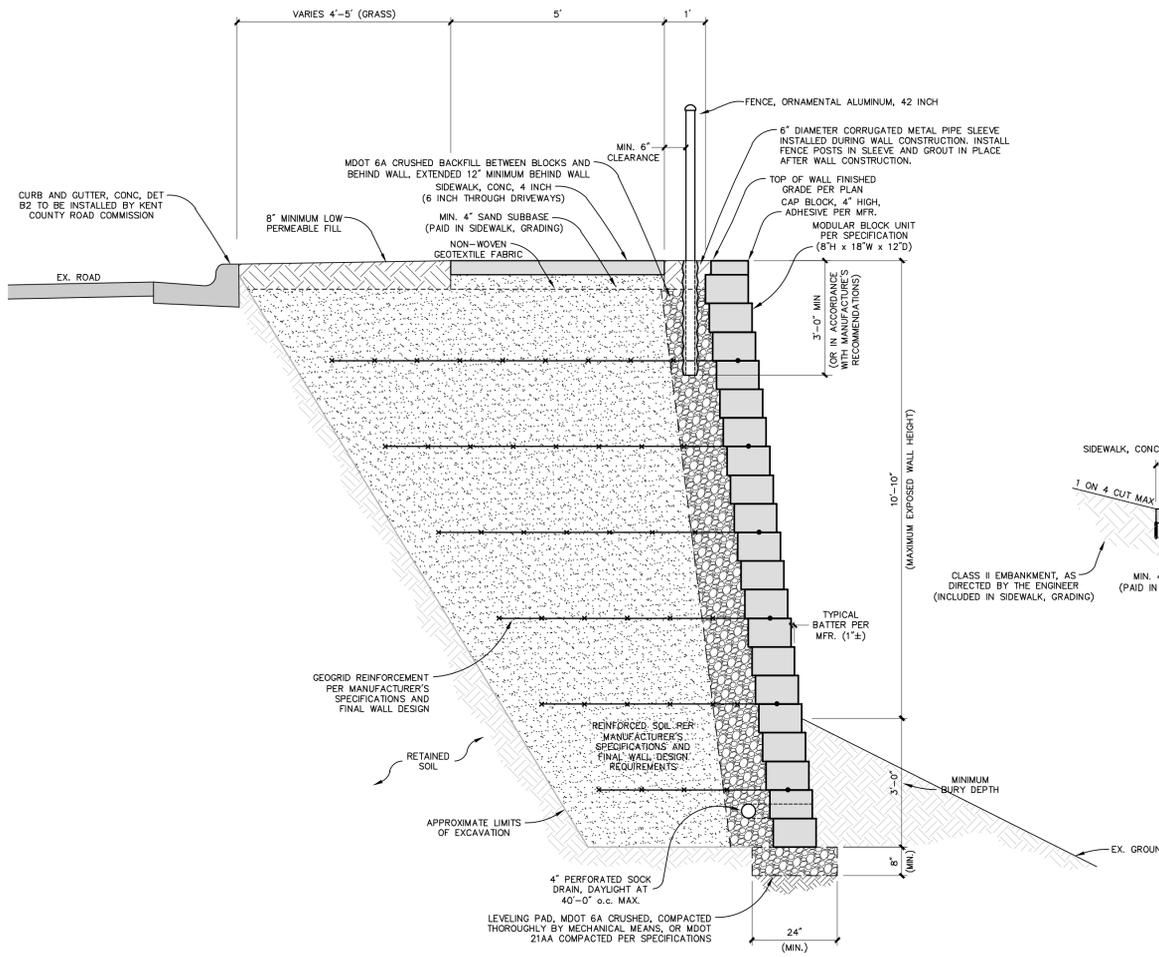
SCALE : NONE

NO.	REVISIONS	BY	DATE	DRAWN
				J.D.E.
				MARCH '24
				S.T.P.
				MARCH '24

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory

CITY OF EAST GRAND RAPIDS
 KENT COUNTY, MICHIGAN
 SIDEWALK & PATHWAY IMPROVEMENTS
 DETAILS

PROJECT NO.
 2220701
 SHEET NO.
 2 OF 15



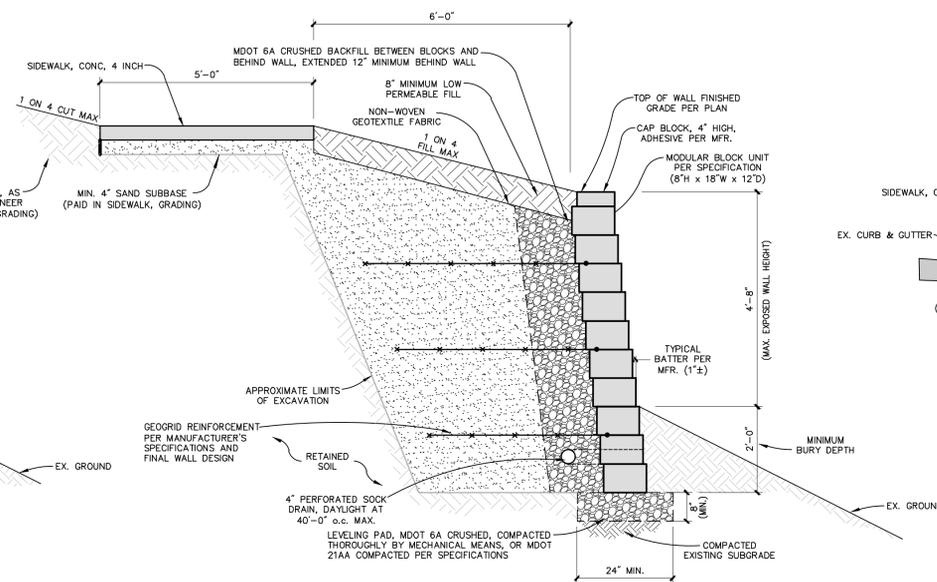
**MODULAR BLOCK RETAINING WALL,
SMALL BLOCK**

STA. 25+59 TO STA. 27+91

SCALE : NONE

NOTES

1. CONTRACTOR SHALL SUBMIT CONSTRUCTION DRAWINGS AND DESIGN CALCULATIONS FOR THE RETAINING WALL SYSTEM PREPARED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF MICHIGAN THAT BEAR HIS OR HER SIGNATURE AND SEAL. THE CONTRACTOR SHALL SUBMIT THE CONSTRUCTION DRAWINGS AND DESIGN CALCULATIONS TO THE ENGINEER FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.
2. SEE PLANS FOR WALL LOCATIONS, LENGTHS, AND HEIGHTS.
3. INSTALL FENCE/RAILING BEHIND WALL WHERE SHOWN ON PLAN. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION BEHIND WALL.
4. LIMIT STEPS IN BASE AND TOP OF WALL TO EIGHT (8) INCHES. SPACE STEPS PER MANUFACTURER'S RECOMMENDATIONS.
5. WALL DESIGN SHALL INCLUDE TOP AND BOTTOM OF WALL FINISHED GRADE CONDITIONS INCLUDING SURCHARGE OR SLOPING SOIL WHERE OCCURS.



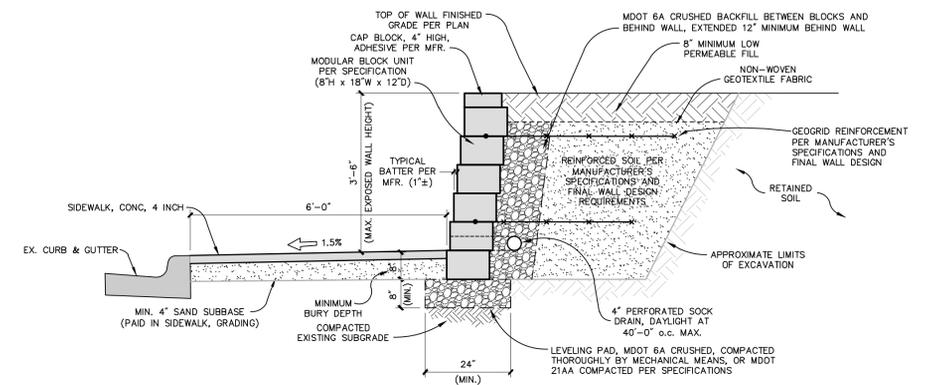
**MODULAR BLOCK RETAINING WALL,
SMALL BLOCK**

STA. 48+74 TO 49+26

SCALE : NONE

NOTES

1. CONTRACTOR SHALL SUBMIT CONSTRUCTION DRAWINGS AND DESIGN CALCULATIONS FOR THE RETAINING WALL SYSTEM PREPARED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF MICHIGAN THAT BEAR HIS OR HER SIGNATURE AND SEAL. THE CONTRACTOR SHALL SUBMIT THE CONSTRUCTION DRAWINGS AND DESIGN CALCULATIONS TO THE ENGINEER FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.
2. SEE PLANS FOR WALL LOCATIONS, LENGTHS, AND HEIGHTS.
3. LIMIT STEPS IN BASE AND TOP OF WALL TO EIGHT (8) INCHES. SPACE STEPS PER MANUFACTURER'S RECOMMENDATIONS.
4. WALL DESIGN SHALL INCLUDE TOP AND BOTTOM OF WALL FINISHED GRADE CONDITIONS INCLUDING SURCHARGE OR SLOPING SOIL WHERE OCCURS.



**MODULAR BLOCK RETAINING WALL,
SMALL BLOCK**

STA. 30+59 TO 32+01

SCALE : NONE

NOTES

1. CONTRACTOR SHALL SUBMIT CONSTRUCTION DRAWINGS AND DESIGN CALCULATIONS FOR THE RETAINING WALL SYSTEM PREPARED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF MICHIGAN THAT BEAR HIS OR HER SIGNATURE AND SEAL. THE CONTRACTOR SHALL SUBMIT THE CONSTRUCTION DRAWINGS AND DESIGN CALCULATIONS TO THE ENGINEER FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.
2. SEE PLANS FOR WALL LOCATIONS, LENGTHS, AND HEIGHTS.
3. LIMIT STEPS IN BASE AND TOP OF WALL TO EIGHT (8) INCHES. SPACE STEPS PER MANUFACTURER'S RECOMMENDATIONS.
4. WALL DESIGN SHALL INCLUDE TOP AND BOTTOM OF WALL FINISHED GRADE CONDITIONS INCLUDING SURCHARGE OR SLOPING SOIL WHERE OCCURS.

C:\USERS\SMERK\APPDATA\LOCAL\TEMP\VP08\SHL_14245\2220701_DETAILS.DWG - SHERK - Apr. 04, 2024 - 09:23am - Prein&Newhof

NO.	REVISIONS	BY	DATE	DRAWN
				J.D.E.
				DATE MARCH '24
				CHECKED D.A.B.
				DATE MARCH '24

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

CITY OF EAST GRAND RAPIDS
KENT COUNTY, MICHIGAN
SIDEWALK & PATHWAY IMPROVEMENTS
DETAILS

PROJECT NO.
2220701

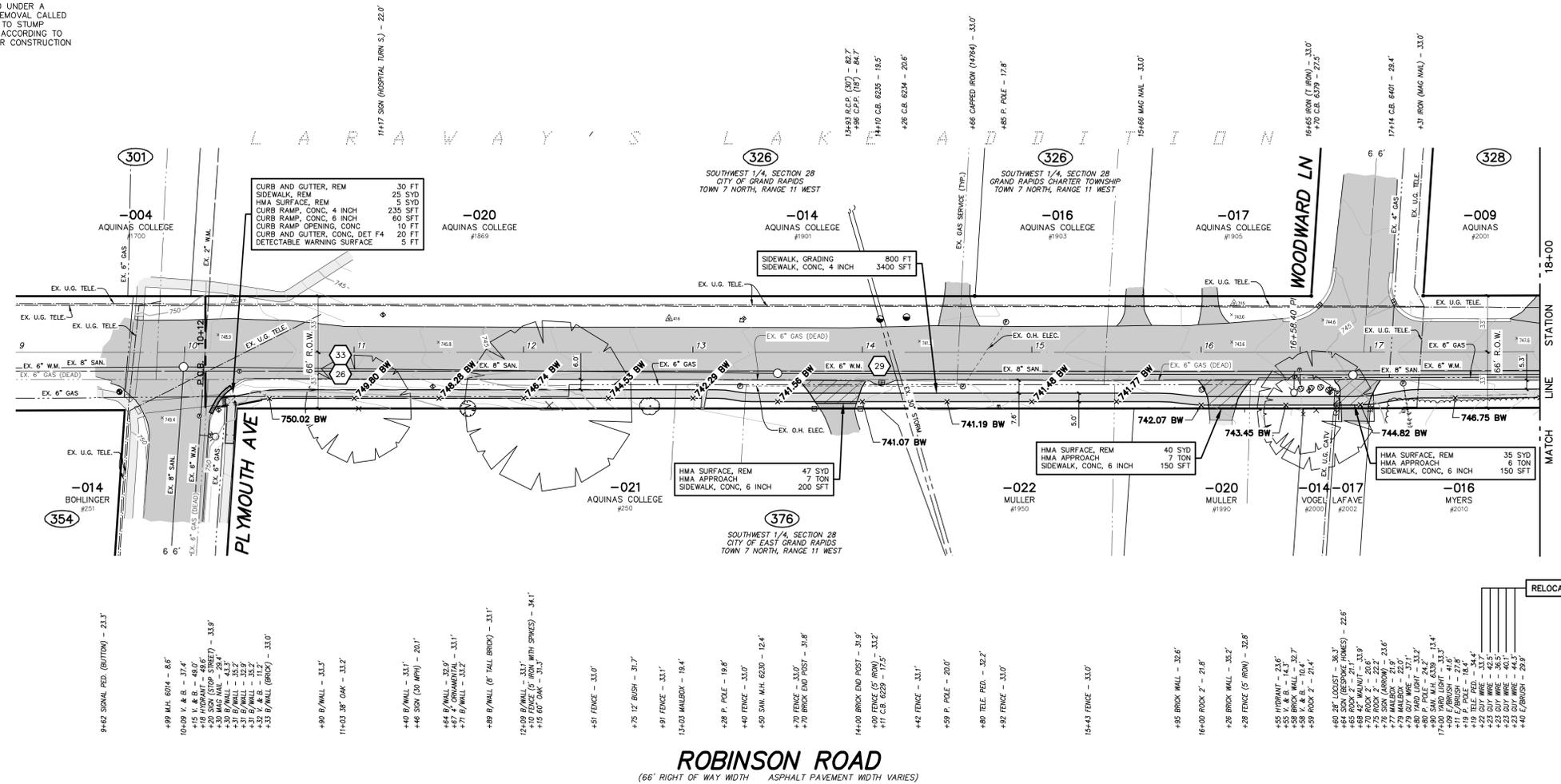
SHEET NO.

3 OF 15

B.M. EL. 742.54
ROBINSON RD. & PLYMOUTH AVE., 204' N
& 330' E OF C/L "X", R.R. SPIKE S SIDE
P.W. POLE.

NOTE: TREES HAVE BEEN REMOVED UNDER A SEPARATE CONTRACT. THE TREE REMOVAL CALLED OUT IN THE PLANS CORRESPONDS TO STUMP REMOVAL OF THE SIZE MEASURED ACCORDING TO THE STANDARD SPECIFICATIONS FOR CONSTRUCTION

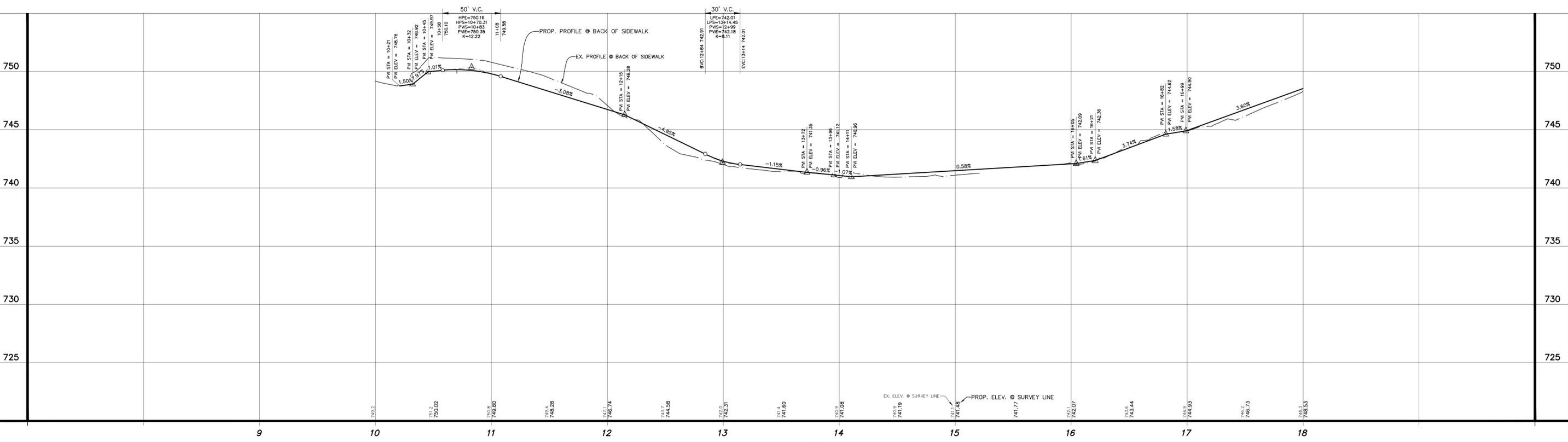
POINT No.	NORTHING	EASTING	ELEVATION
315	534004.864	12789170.520	743.44
317	533967.024	12786586.980	748.56
416	533973.562	12786943.510	741.97



SOIL EROSION CONTROL LEGEND

- (26) GEOTEXTILE SILT FENCE (T)
- (29) INLET PROTECTION FABRIC DROP (T)
- (33) MULCH BLANKETS & HIGH VELOCITY MULCH BLANKETS (P)

(T) TEMPORARY CONTROL MEASURE
(P) PERMANENT CONTROL MEASURE



811
UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.



NO.	REVISIONS	BY	DATE

Prein & Newhof
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CITY OF EAST GRAND RAPIDS
KENT COUNTY, MICHIGAN
SIDEWALK & PATHWAY IMPROVEMENTS
ROBINSON ROAD

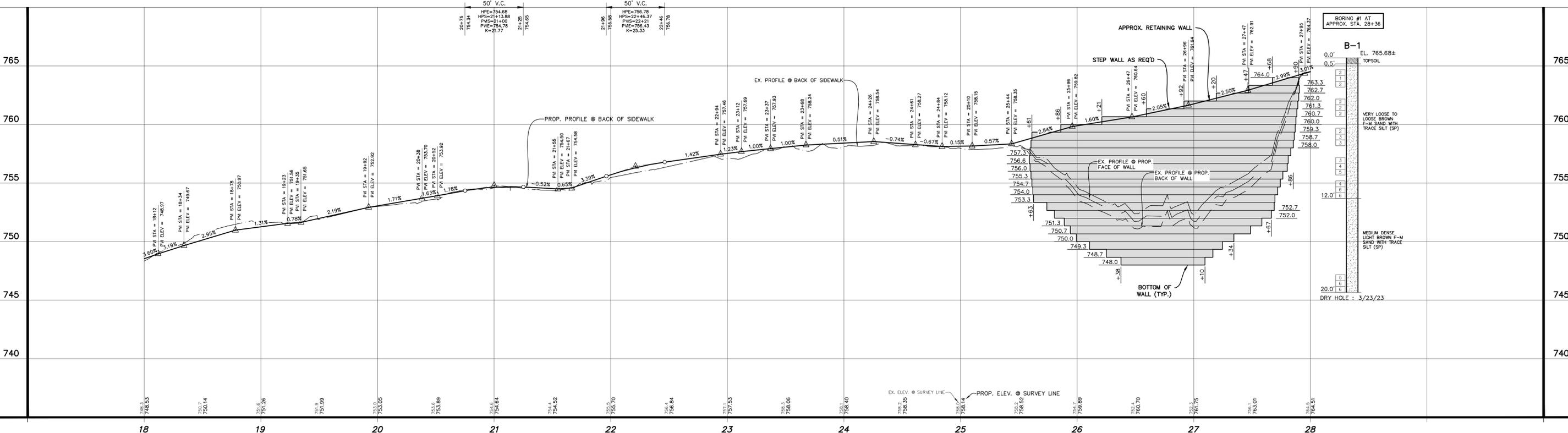
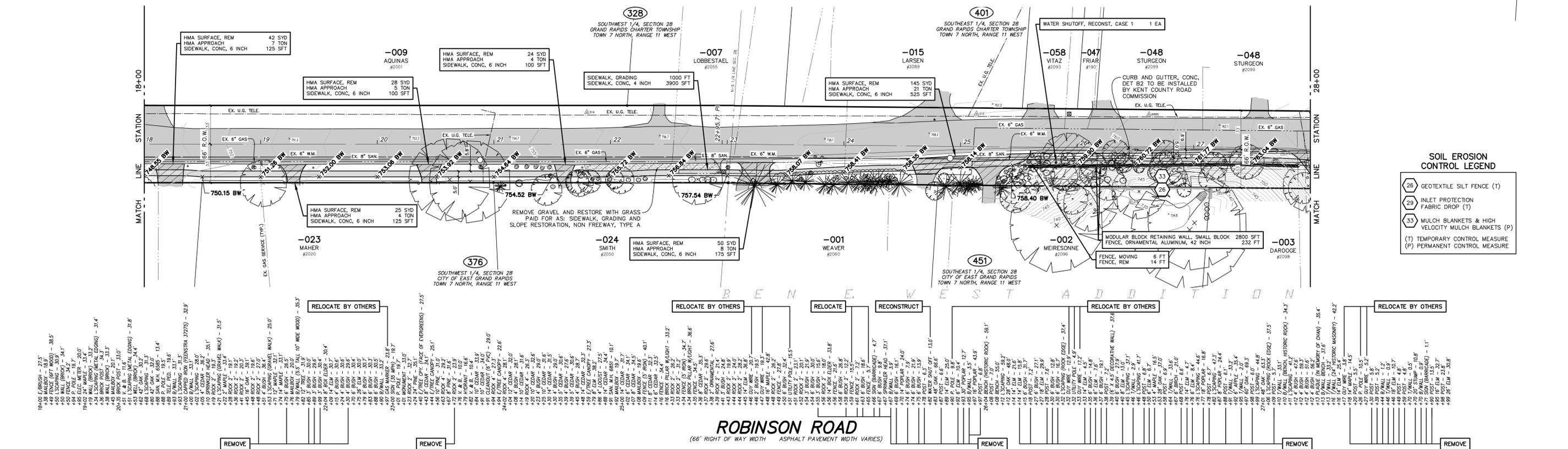
PROJECT NO.
2220701
SHEET NO.
4 OF 15

I:\LOCAL PROJECTS\2023\2220701_PPR_ROBINSON TO CASCADE SIDEWALK_CASCADE.DWG - SURK - Apr. 03 2024 - 05:37pm - Prein\mwh

B.M. EL. 759.03
HOUSE #2060 ROBINSON RD. TOP OF SW
HYDRANT FLANGE BOLT UNDER "M" IN
"MADE IN USA."

NOTE: TREES HAVE BEEN REMOVED UNDER A
SEPARATE CONTRACT. THE TREE REMOVAL CALLED
OUT IN THE PLANS CORRESPONDS TO STUMP
REMOVAL OF THE SIZE MEASURED ACCORDING
TO THE STANDARD SPECIFICATIONS FOR CONSTRUCTION

POINT No.	NORTHING	EASTING	ELEVATION
313	534063.875	1278906.040	758.18
314	534041.889	12787734.710	756.75
319	533997.946	12788205.300	755.11
685	534073.650	12788215.580	760.17

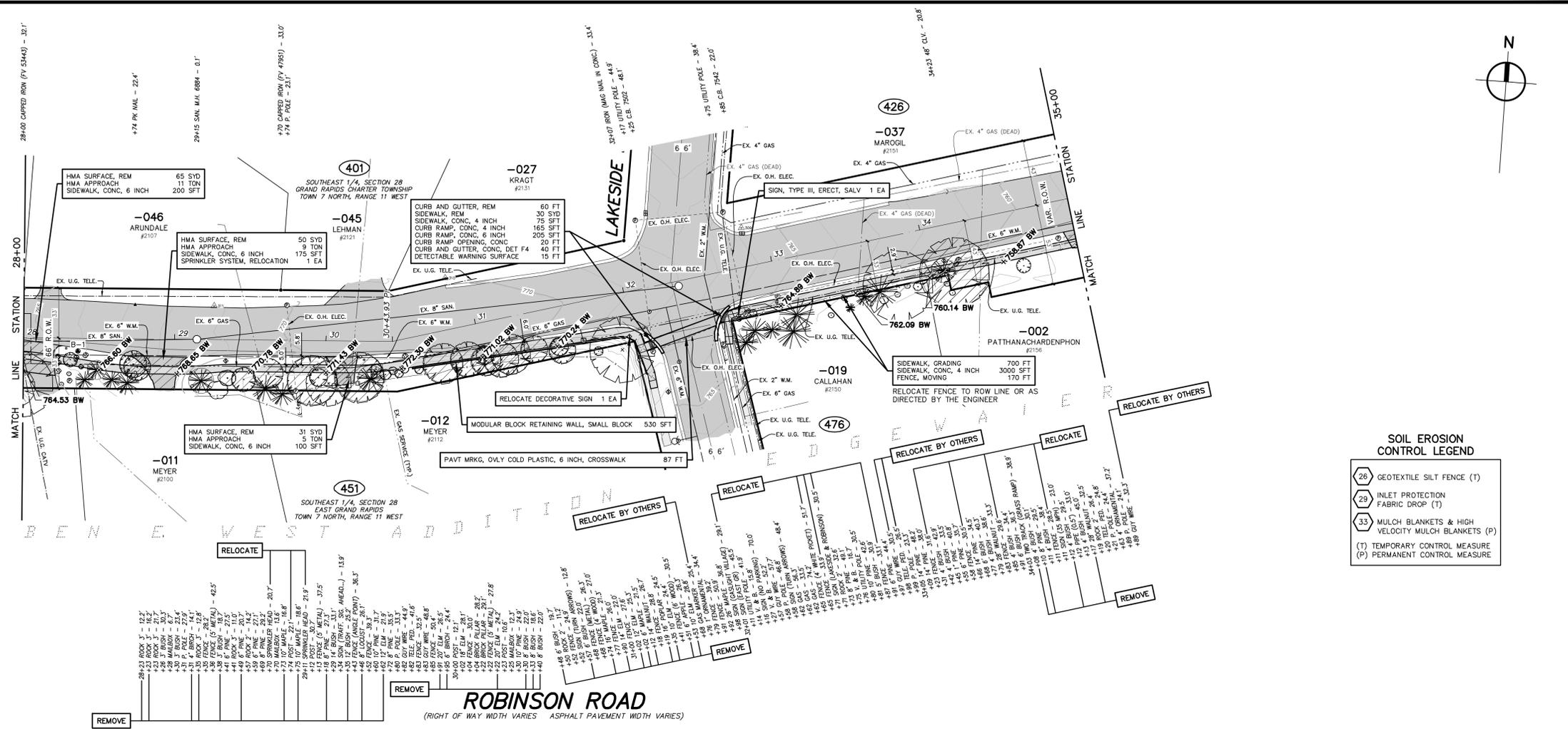


<p>UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.</p>	<p>SCALES : 1" = 40' HORZ. (CONTOURS AT ONE FOOT INTERVALS) 1" = 4' VERT.</p>	<p>NO. _____</p>	<p>REVISIONS _____</p>	<p>BY _____</p>	<p>DATE _____</p>	<p>DRAWN J.D.E.</p>	<p>CITY OF EAST GRAND RAPIDS KENT COUNTY, MICHIGAN</p>	<p>PROJECT NO. 2220701</p>
		<p>CHECKED S.T.P.</p>	<p>DATE MARCH '24</p>	<p>DATE MARCH '24</p>	<p>SIDEWALK & PATHWAY IMPROVEMENTS ROBINSON ROAD</p>	<p>SHEET NO. 5 OF 15</p>		

B.M. EL. 766.93
ROBINSON RD. & LAKESIDE DR. 30' S & 40' E OF C/L 'X'. TOP OF NW BOLT TO 12" SIGNAL POLE. 0.75FT AGL.

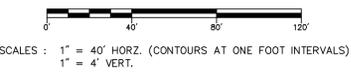
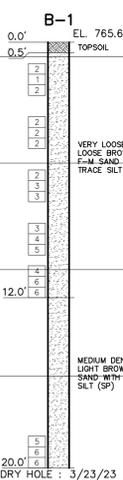
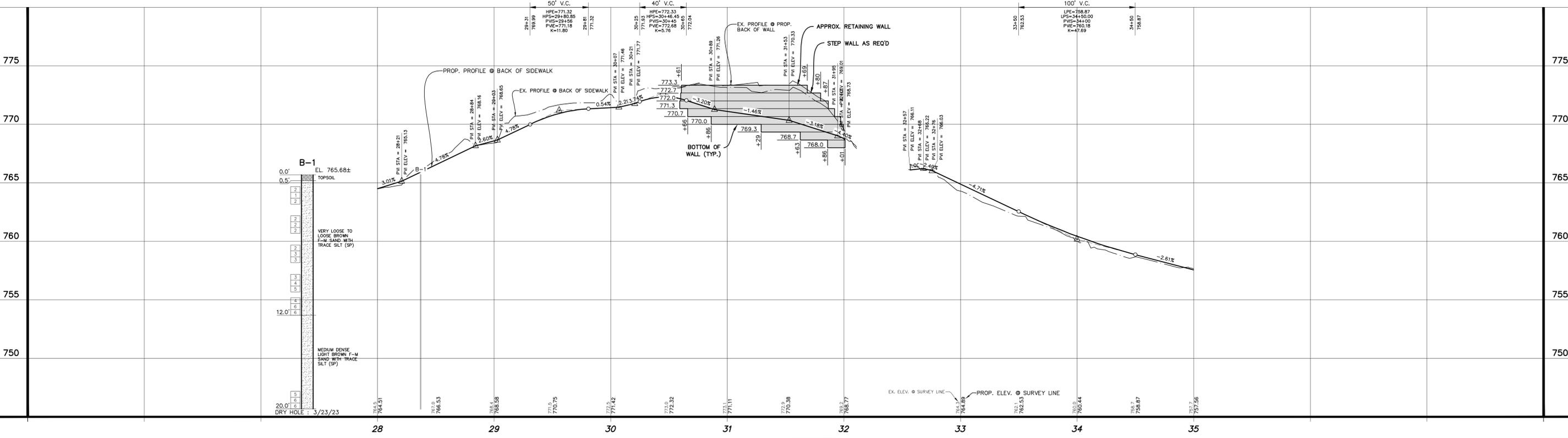
NOTE: TREES HAVE BEEN REMOVED UNDER A SEPARATE CONTRACT. THE TREE REMOVAL CALLED OUT IN THE PLANS CORRESPONDS TO STUMP REMOVAL OF THE SIZE MEASURED ACCORDING TO THE STANDARD SPECIFICATIONS FOR CONSTRUCTION

POINT No.	NORTHING	EASTING	ELEVATION
309	534151.801	1278824.070	766.28
310	534111.430	12788631.070	771.89
311	534082.610	12788490.020	768.85
312	534048.092	12788332.580	763.28
318	534010.794	12788280.740	739.38



SOIL EROSION CONTROL LEGEND

- (26) GEOTEXTILE SILT FENCE (T)
- (29) INLET PROTECTION FABRIC DROP (T)
- (33) MULCH BLANKETS & HIGH VELOCITY MULCH BLANKETS (P)
- (T) TEMPORARY CONTROL MEASURE
- (P) PERMANENT CONTROL MEASURE



NO.	REVISIONS	BY	DATE

DATE DRAWN: J.D.E.
DATE CHECKED: MARCH '24
DATE: S.T.P.
DATE: MARCH '24

CITY OF EAST GRAND RAPIDS
KENT COUNTY, MICHIGAN

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

SIDEWALK & PATHWAY IMPROVEMENTS
ROBINSON ROAD

PROJECT NO. 2220701
SHEET NO. 6 OF 15

I:\LOCAL PROJECTS\2023\2220701_EGR_ROBINSON TO CASCADE SIDEWALK PROJ\2220701_P.PR_ROBINSON_CASCADE.DWG - SURK - Apr. 04 2024 - 12:16pm - PdrA\mawc

811
UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.
Call before you dig.

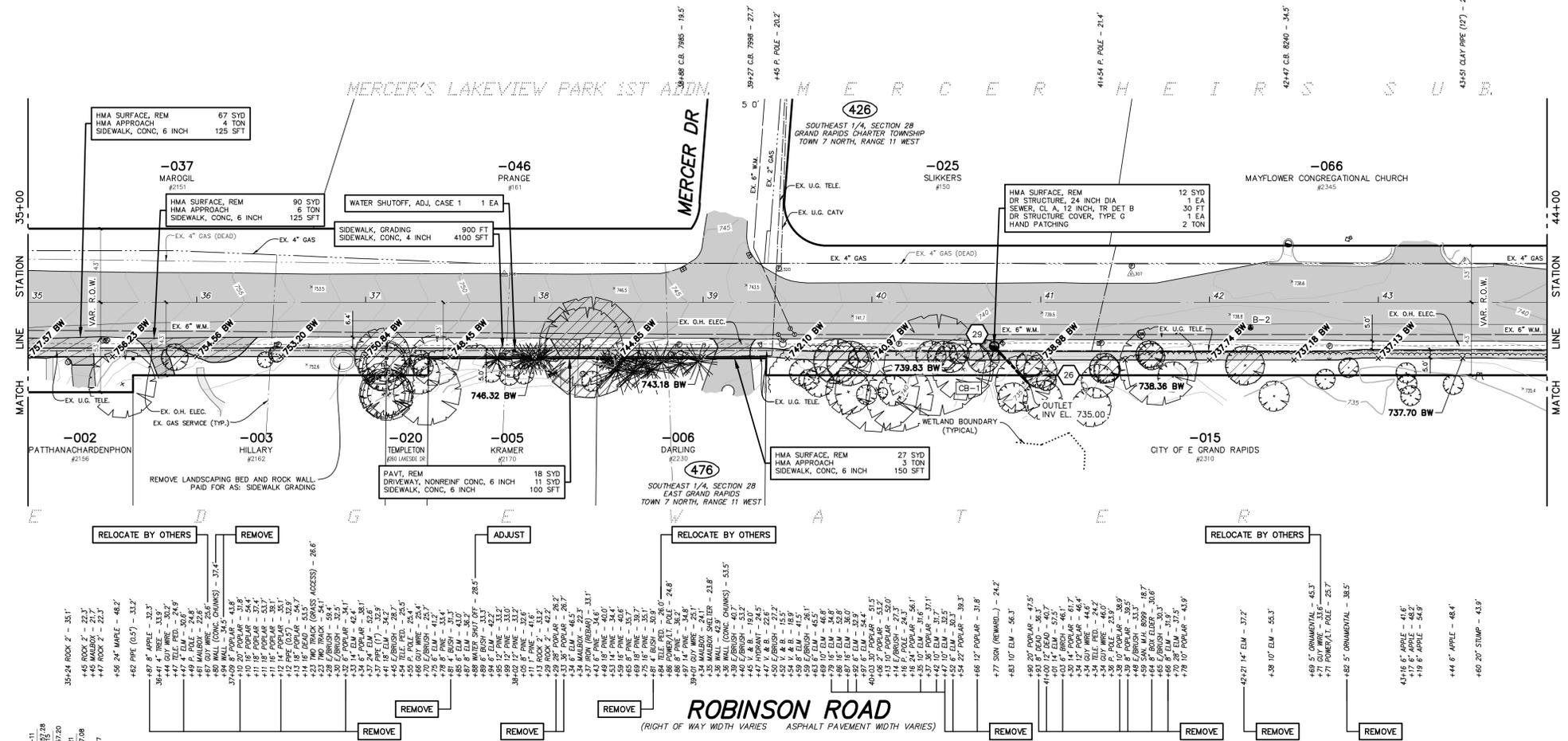
B.M. EL. 741.86
 ROBINSON RD. & MAYFLOWER CHURCH
 DRIVE, 40' ± N & 40' ± W OF C/A 'X', TOP
 OF SE COR. CONC. SIGN BASE, 1.8FT AGL.

NOTE: TREES HAVE BEEN REMOVED UNDER A
 SEPARATE CONTRACT. THE TREE REMOVAL CALLED
 OUT IN THE PLANS CORRESPONDS TO STUMP
 REMOVAL OF THE SIZE MEASURED ACCORDING TO
 THE STANDARD SPECIFICATIONS FOR CONSTRUCTION

POINT No.	NORTHING	EASTING	ELEVATION
357	534366.364	12789661.970	735.15
358	534285.019	12789304.950	748.03
320	534322.055	12789460.770	742.73



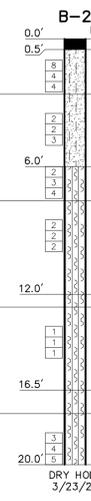
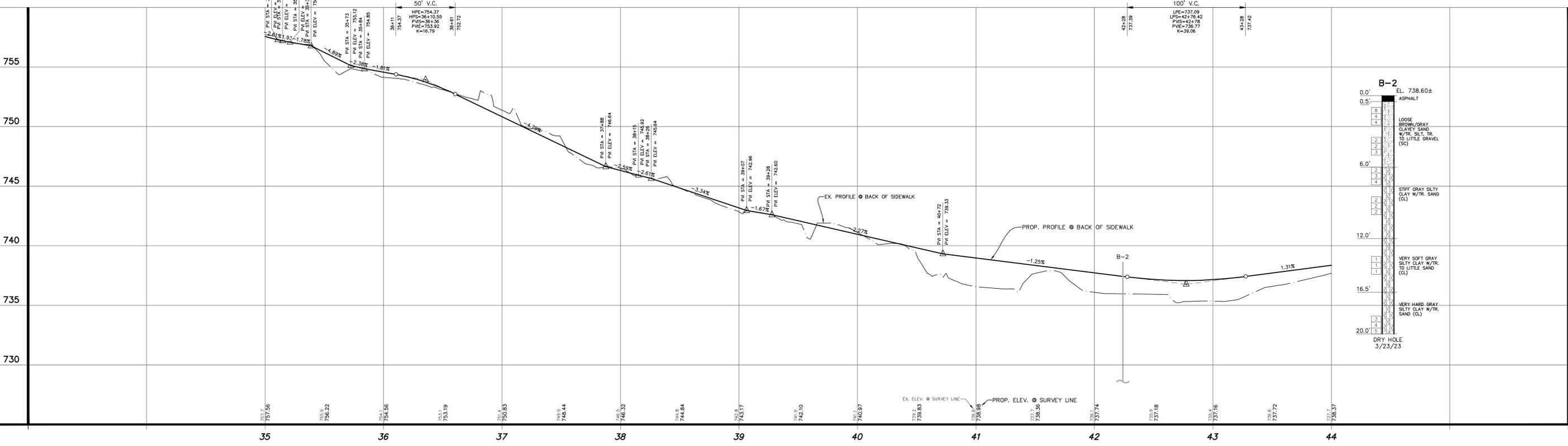
STRUCTURE		PIPE	
PR DIA (IN)	ID (IN)	DIR	PR SLOPE %
24	CB-1	SE	-3.44



SOIL EROSION CONTROL LEGEND

- (26) GEOTEXTILE SILT FENCE (T)
- (29) INLET PROTECTION FABRIC DROP (T)
- (33) MULCH BLANKETS & HIGH VELOCITY MULCH BLANKETS (P)

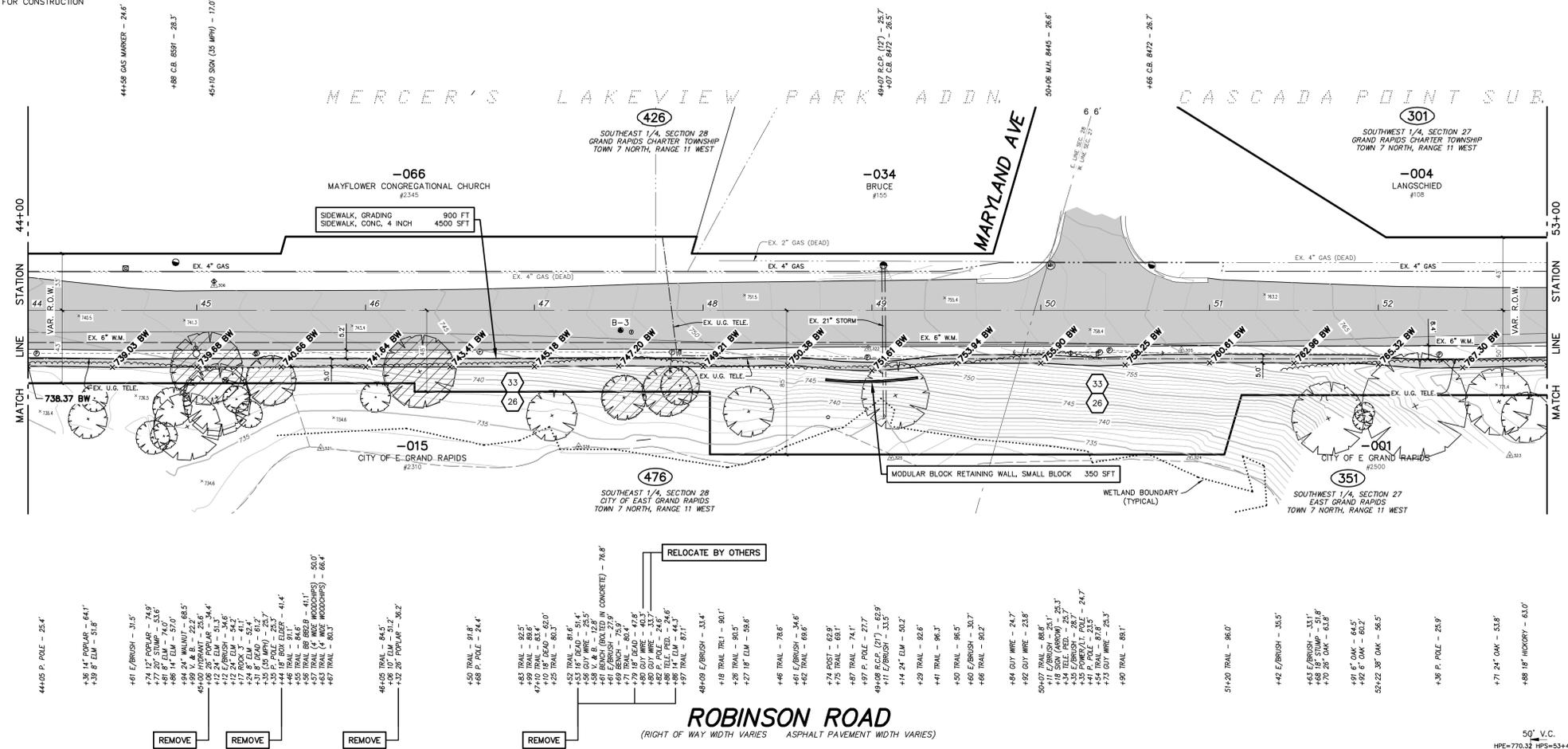
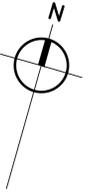
(T) TEMPORARY CONTROL MEASURE
 (P) PERMANENT CONTROL MEASURE



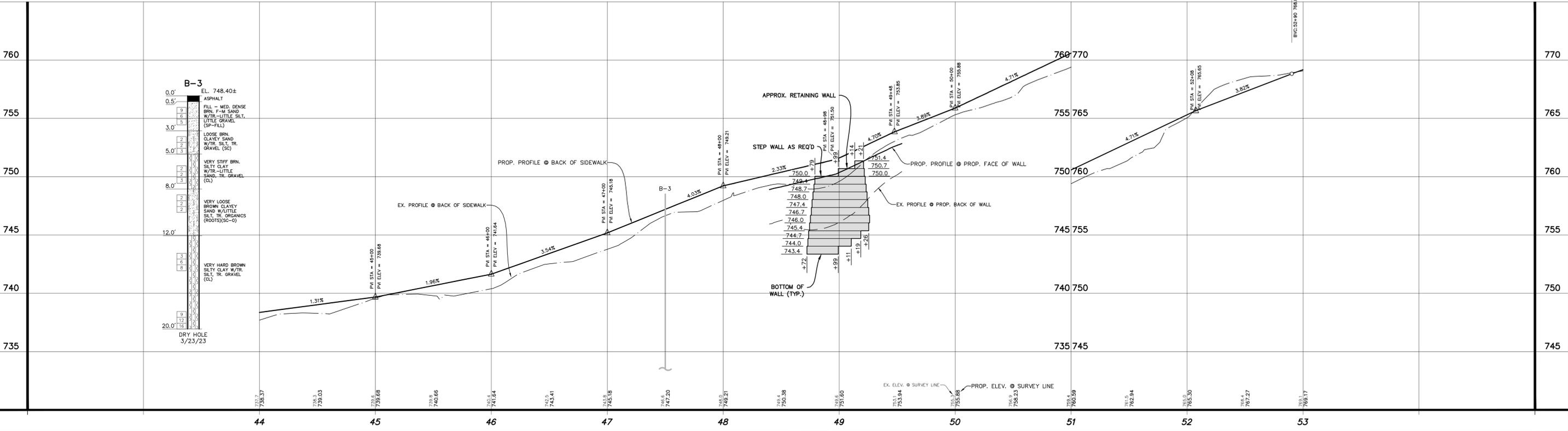
	UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.	<p>SCALES: 1" = 40' HORZ. (CONTOURS AT ONE FOOT INTERVALS) 1" = 4' VERT.</p>	NO. _____	REVISIONS _____	BY _____	DATE _____	DRAWN J.D.E.	<p>Engineers • Surveyors • Environmental • Laboratory</p>	CITY OF EAST GRAND RAPIDS KENT COUNTY, MICHIGAN SIDEWALK & PATHWAY IMPROVEMENTS ROBINSON ROAD	PROJECT NO. 2220701
			DATE MARCH '24	CHECKED S.T.P.	DATE MARCH '24	SHEET NO. 7 OF 15				

POINT No.	NORTHING	EASTING	ELEVATION
305	534601.478	12790067.586	760.07
306	534481.804	12790005.850	741.81
321	534456.779	12790092.810	732.94
322	534501.756	12790088.720	753.21
323	534584.839	12790771.540	769.17
324	534542.099	12790586.650	735.19
325	534463.508	12790418.290	734.58
326	534449.329	12790230.550	734.56

NOTE: TREES HAVE BEEN REMOVED UNDER A SEPARATE CONTRACT. THE TREE REMOVAL CALLED OUT IN THE PLANS CORRESPONDS TO STUMP REMOVAL OF THE SIZE MEASURED ACCORDING TO THE STANDARD SPECIFICATIONS FOR CONSTRUCTION



- SOIL EROSION CONTROL LEGEND**
- GEOTEXTILE SILT FENCE (T)
 - INLET PROTECTION FABRIC DROP (T)
 - MULCH BLANKETS & HIGH VELOCITY MULCH BLANKETS (P)
 - (T) TEMPORARY CONTROL MEASURE
 - (P) PERMANENT CONTROL MEASURE



SCALES: 1" = 40' HORZ. (CONTOURS AT ONE FOOT INTERVALS)
1" = 4' VERT.

NO.	REVISIONS	BY	DATE

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CITY OF EAST GRAND RAPIDS
KENT COUNTY, MICHIGAN
SIDEWALK & PATHWAY IMPROVEMENTS
ROBINSON ROAD

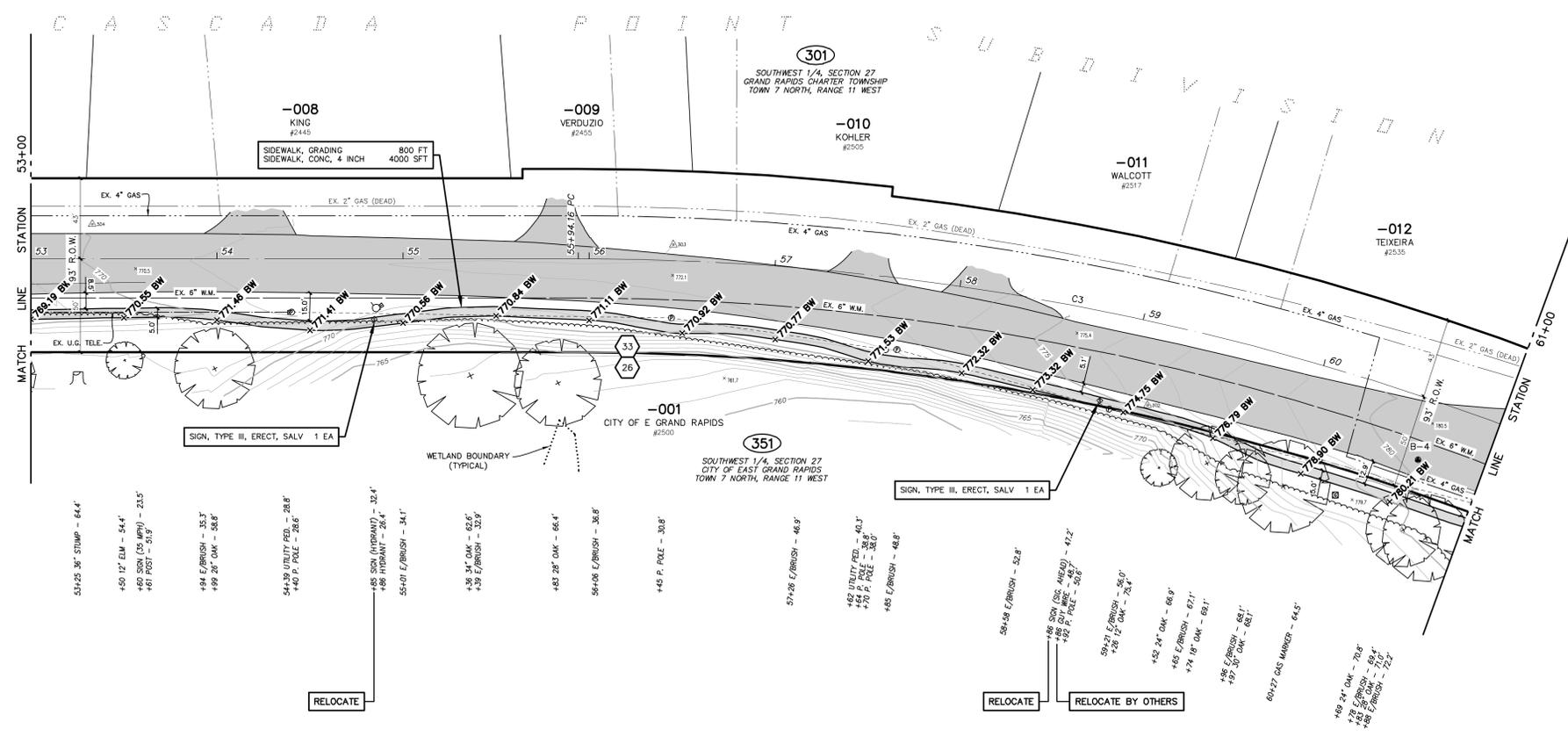
PROJECT NO. 2220701
SHEET NO. 8 OF 15

B.M. EL. 773.32
 ROBINSON RD. & MARYLAND AVE., 30'± S
 & 490'± E OF C/L 'X', SW FLANGE BOLT
 ON HYD. UNDER "MADE."

NOTE: TREES HAVE BEEN REMOVED UNDER A
 SEPARATE CONTRACT. THE TREE REMOVAL CALLED
 OUT IN THE PLANS CORRESPONDS TO STUMP
 REMOVAL OF THE SIZE MEASURED ACCORDING TO
 THE STANDARD SPECIFICATIONS FOR CONSTRUCTION

CONTROL POINT TABLE			
POINT No.	NORTHING	EASTING	ELEVATION
302	534771.634	12791568.120	775.96
303	534784.639	12791099.630	772.05
304	534729.930	12792196.370	769.92

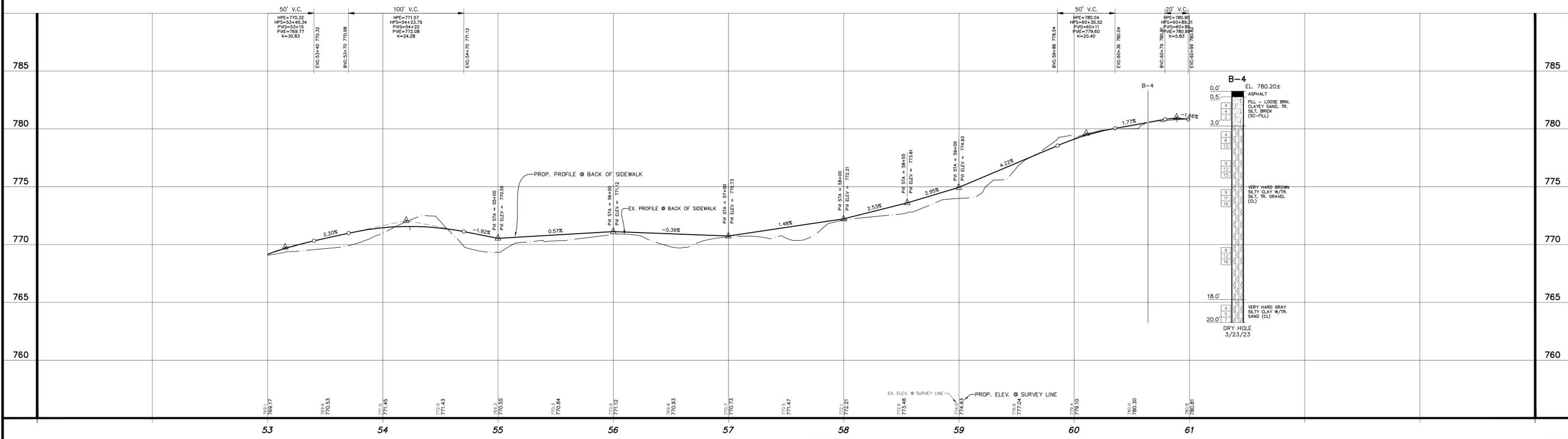
CURVE DATA TABLE			
CURVE #	LENGTH	RADIUS	CHORD
C3	833.39'	1432.69'	587'10"± @ 916.97'



SOIL EROSION CONTROL LEGEND

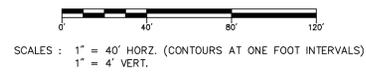
- GEOTEXTILE SILT FENCE (T)
- INLET PROTECTION FABRIC DROP (T)
- MULCH BLANKETS & HIGH VELOCITY MULCH BLANKETS (P)
- (T) TEMPORARY CONTROL MEASURE
- (P) PERMANENT CONTROL MEASURE

ROBINSON ROAD
 (93' RIGHT OF WAY WIDTH ASPHALT PAVEMENT WIDTH VARIES)



I:\PROJECTS\2023\2220701_PRR_ROBINSON_CASCADE.DWG - SURK - Apr. 04 2024 - 10:28am - Prein&Newhof

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.



NO.	REVISIONS	BY	DATE	DRAWN
				J.D.E.
				DATE: MARCH '24
				CHECKED: S.T.P.
				DATE: MARCH '24

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CITY OF EAST GRAND RAPIDS
 KENT COUNTY, MICHIGAN
 SIDEWALK & PATHWAY IMPROVEMENTS
 ROBINSON ROAD

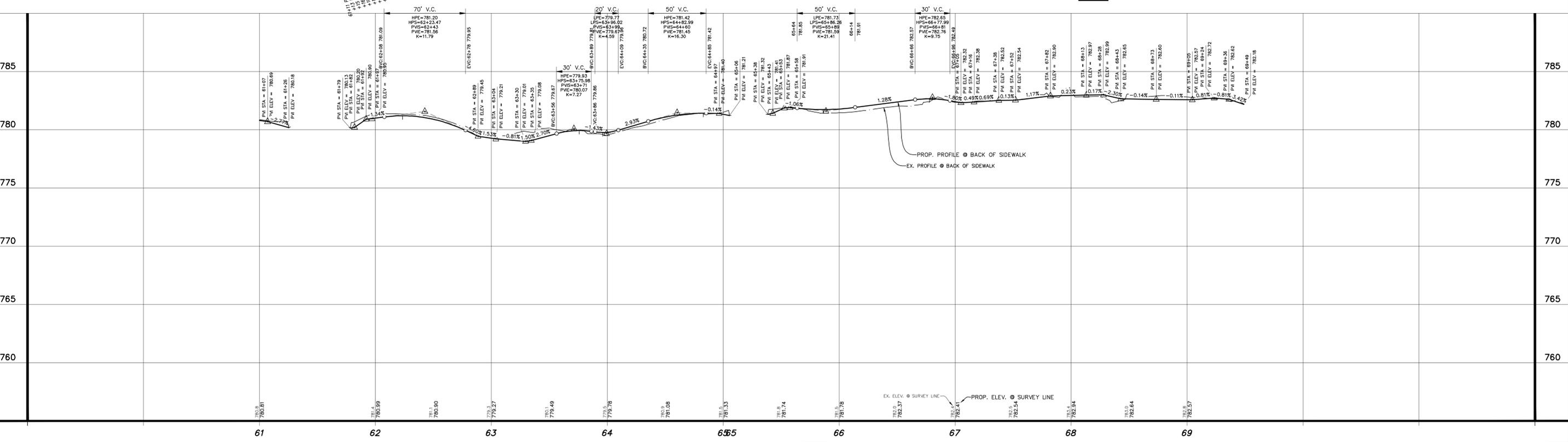
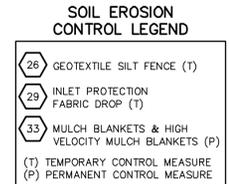
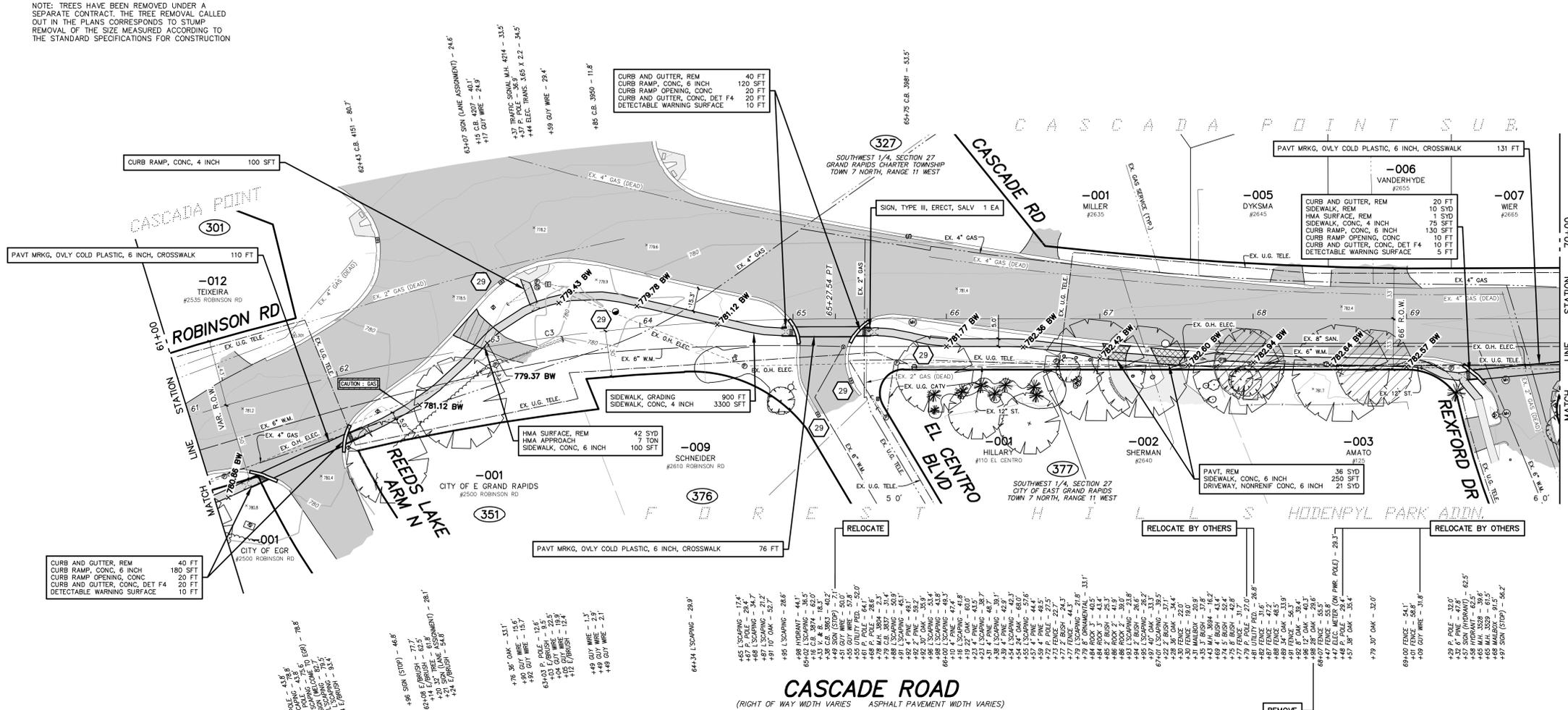
PROJECT NO.
2220701
 SHEET NO.
9 OF 15

B.M. EL. 781.77
 CASCADE RD. & EL CENTRO BLVD, 60' ± E
 & 70' ± SW OF C/L X, 1931 CITY OF
 EAST GRAND RAPIDS BENCHMARK.

NOTE: TREES HAVE BEEN REMOVED UNDER A
 SEPARATE CONTRACT. THE TREE REMOVAL CALLED
 OUT IN THE PLANS CORRESPONDS TO STUMP
 REMOVAL OF THE SIZE MEASURED ACCORDING TO
 THE STANDARD SPECIFICATIONS FOR CONSTRUCTION

CONTROL POINT TABLE		
POINT No.	NORTHING	EASTING ELEVATION
107	534725.774	12791935.410 781.46
301	534437.438	12791636.090 780.91

CURVE DATA TABLE			
CURVE #	LENGTH	RADIUS	CHORD
CA	833.39	1432.67	587'10.31" 916.97'



<p>UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.</p>	<p>SCALES: 1" = 40' HORZ. (CONTOURS AT ONE FOOT INTERVALS) 1" = 4' VERT.</p>		<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISIONS</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISIONS	BY	DATE					<table border="1"> <thead> <tr> <th>DATE</th> <th>DRAWN</th> </tr> </thead> <tbody> <tr> <td>MARCH '24</td> <td>J.D.E.</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>MARCH '24</td> <td>S.T.P.</td> </tr> </tbody> </table>	DATE	DRAWN	MARCH '24	J.D.E.					MARCH '24	S.T.P.	<p>Engineers • Surveyors • Environmental • Laboratory</p>	<p>CITY OF EAST GRAND RAPIDS KENT COUNTY, MICHIGAN</p> <p>SIDEWALK & PATHWAY IMPROVEMENTS CASCADE ROAD</p>	<p>PROJECT NO. 2220701</p> <p>SHEET NO. 10 OF 15</p>
	NO.	REVISIONS	BY	DATE																					
	DATE	DRAWN																							
MARCH '24	J.D.E.																								
MARCH '24	S.T.P.																								
<p>REVISIONS</p>		<p>DATE</p>																							
<p>DATE</p>		<p>DRAWN</p>																							
<p>DATE</p>		<p>CHECKED</p>																							

B.M. EL. 786.84
 CASCADE RD. & GLENVIEW DR., 30'± W &
 40'± N OF C/L 'X', NE FLANGE BOLT ON
 HYDRANT.

CONTROL POINT TABLE			
POINT No.	NORTHING	EASTING	ELEVATION
105	534216.354	12793118.400	784.62
106	534567.780	12792443.090	783.59

NOTE: TREES HAVE BEEN REMOVED UNDER A
 SEPARATE CONTRACT. THE TREE REMOVAL CALLED
 OUT IN THE PLANS CORRESPONDS TO STUMP
 REMOVAL OF THE SIZE MEASURED ACCORDING TO
 THE STANDARD SPECIFICATIONS FOR CONSTRUCTION

DRAINAGE TABLE								
STRUCTURE				PIPE				
PR DIA (IN)	ID	RIM EL.	EX/PR	SIZE (IN)	MATERIAL	DIR	INV EL.	PR SLOPE %
48	MH-2	783.71	EX	12	CONC	WNW	779.31	
			EX	2	PVC	SW	780.96	
			EX	6	CONC	SE	780.36	
24	CB-2	783.52	PR	12	CONC	NE	779.50	1.77
			PR	12	CONC	SW	779.60	-1.77

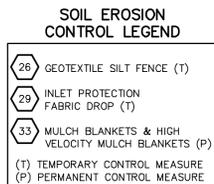
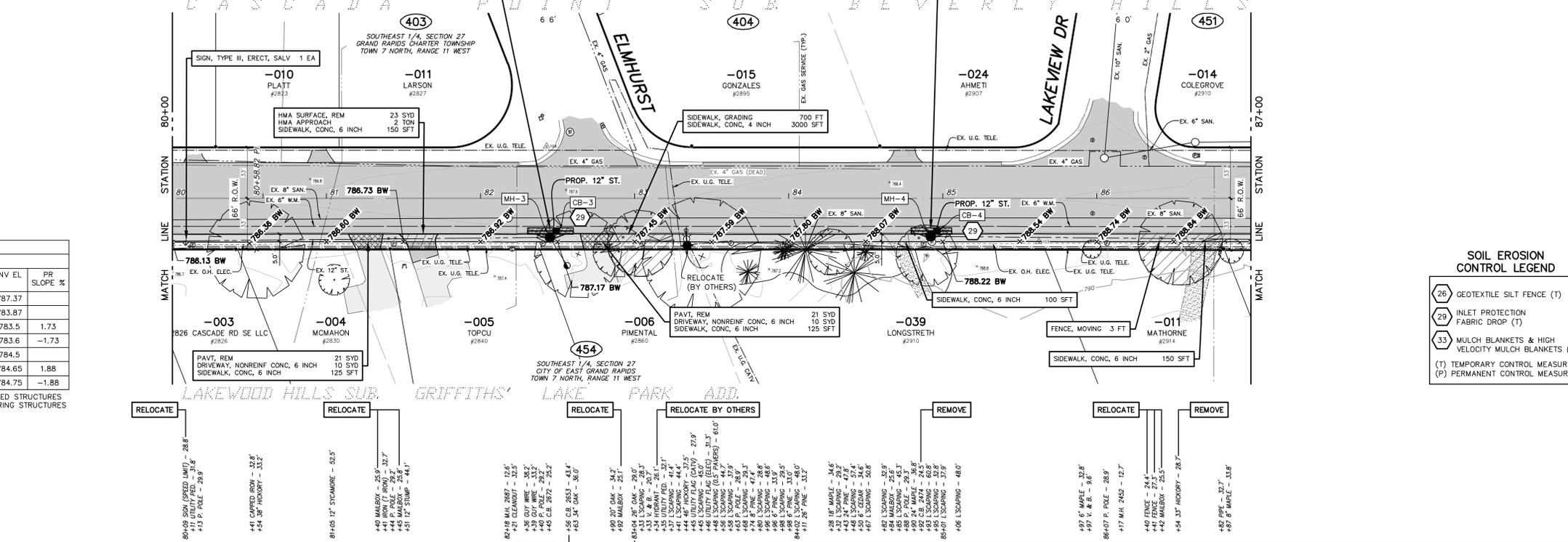
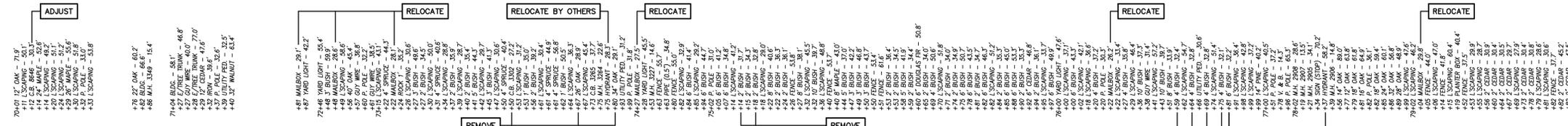
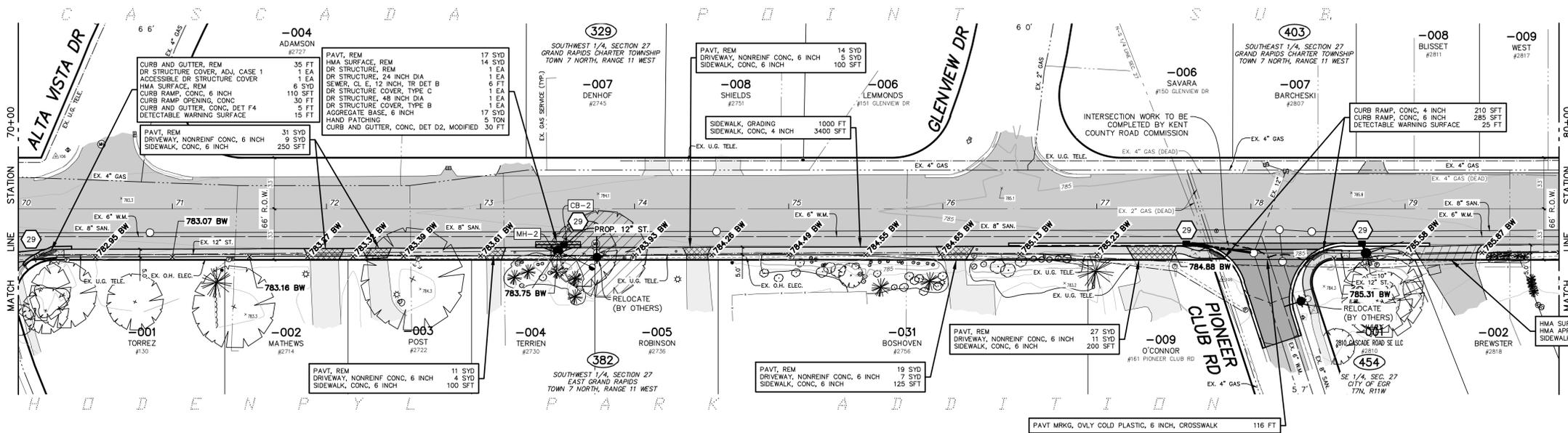
CONNECT ALL EXISTING AND PROPOSED PIPES TO PROPOSED STRUCTURES
 CONTRACTOR TO VERIFY EXISTING INVERTS PRIOR TO ORDERING STRUCTURES

B.M. EL. 787.21
 CASCADE RD. & ELMHURST DR., 30'± W &
 50'± N OF C/L 'X', NW FLANGE BOLT ON
 HYDRANT.

CONTROL POINT TABLE			
POINT No.	NORTHING	EASTING	ELEVATION
105	534216.354	12793118.400	784.62
106	534567.780	12792443.090	783.59

DRAINAGE TABLE								
STRUCTURE				PIPE				
PR DIA (IN)	ID	RIM EL.	EX/PR	SIZE (IN)	MATERIAL	DIR	INV EL.	PR SLOPE %
48	MH-3	787.07	EX	12	CONC	WNW	787.37	
			EX	8	CONC	SSE	783.87	
			PR	12	CONC	NE	783.5	1.73
24	CB-3	786.94	PR	12	CONC	SW	783.6	-1.73
			PR	12	CONC	ESE	784.5	1.88
24	CB-4	787.93	PR	12	CONC	NE	784.65	1.88
			PR	12	CONC	SW	784.75	-1.88

CONNECT ALL EXISTING AND PROPOSED PIPES TO PROPOSED STRUCTURES
 CONTRACTOR TO VERIFY EXISTING INVERTS PRIOR TO ORDERING STRUCTURES



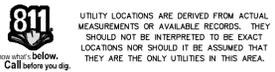
NO.	REVISIONS	BY	DATE	DRAWN
				J.D.E.
				MARCH '24
				S.T.P.
				MARCH '24

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory

CITY OF EAST GRAND RAPIDS
 KENT COUNTY, MICHIGAN

SIDEWALK & PATHWAY IMPROVEMENTS
 CASCADE ROAD

PROJECT NO. 2220701
 SHEET NO. 11 OF 15



UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

SCALES: 1" = 40' HORZ. (CONTOURS AT ONE FOOT INTERVALS)

I:\CADD\PROJECTS\2023\2220701_PIPEROBINSON\CASCADE.DWG - SHEET - Mar, 28 2024 - 11:53am - P:\cadd\mwh\

B.M. EL. 791.50
 CASCADE RD. & PARK HILLS DR. 30' ± N
 & 250' ± W OF C/L "X", NE FLANGE BOLT
 ON HYDRANT.

NOTE: TREES HAVE BEEN REMOVED UNDER A
 SEPARATE CONTRACT. THE TREE REMOVAL CALLED
 OUT IN THE PLANS CORRESPONDS TO STUMP
 REMOVAL OF THE SIZE MEASURED ACCORDING TO
 THE STANDARD SPECIFICATIONS FOR CONSTRUCTION

CONTROL POINT TABLE			
POINT NO.	NORTHING	EASTING	ELEVATION
102	533780.816	1279438.270	793.76

DRAINAGE TABLE								
PR DIA (IN)	ID	RIM EL.	EX/PR	SIZE (IN)	MATERIAL	DIR	INV EL.	PR SLOPE %
48	MH-5	788.97	EX	10	CLAY	WNW	783.67	--
			EX	12	CONC	ESE	783.57	--
			EX	10	CONC	SSW	783.72	--
24	CB-5	788.75	PR	12	CONC	SE	785.95	-1.00
			EX	10	CONC	WNW	784.62	--
48	MH-6	790.85	EX	10	CONC	ESE	784.62	--
			PR	12	CONC	NNE	785.55	1.40
24	CB-6	790.08	PR	12	CONC	NW	785.85	-1.40
			EX	10	CLAY	WNW	785.52	--
48	MH-7	791.30	EX	8	CLAY	W	785.57	--
			EX	10	CLAY	ESE	785.52	--
			EX	10	CLAY	NNE	785.62	--
24	CB-7	790.75	PR	12	CONC	NNW	787.4	1.00
			PR	12	CONC	SSE	787.5	-1.00

CONNECT ALL EXISTING AND PROPOSED PIPES TO PROPOSED STRUCTURES
 CONTRACTOR TO VERIFY EXISTING INVERTS PRIOR TO ORDERING STRUCTURES

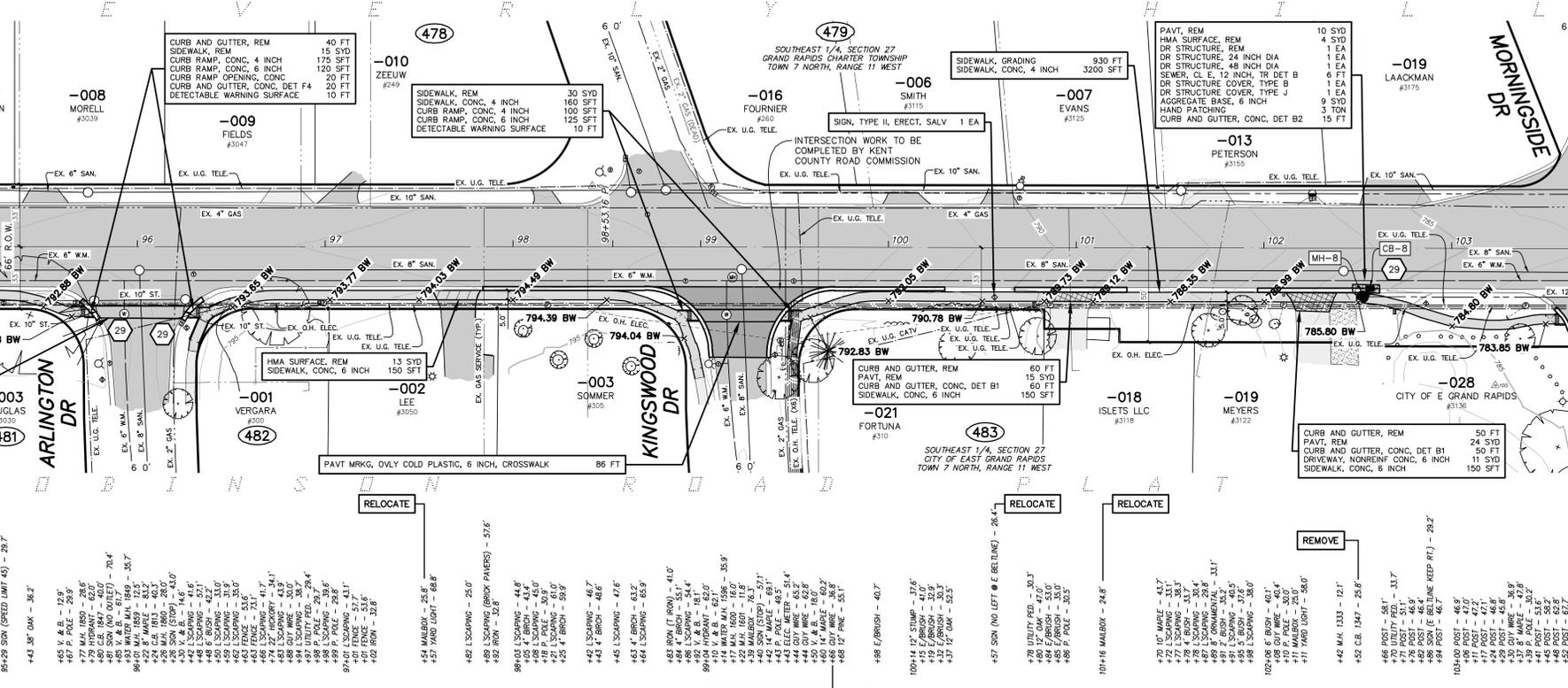
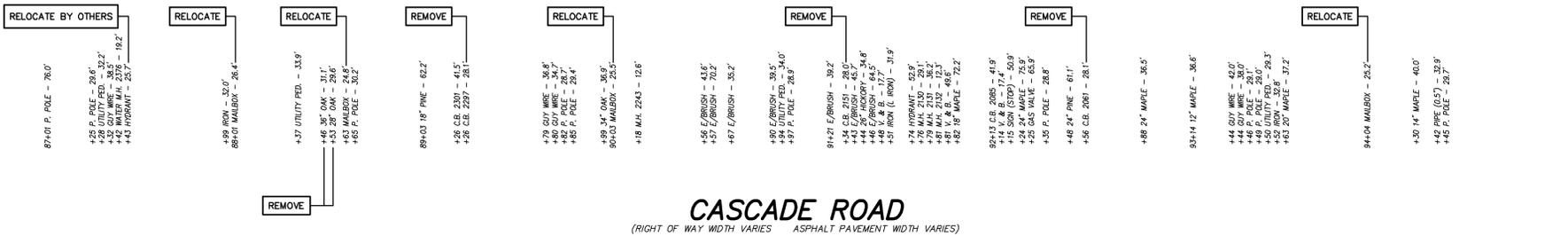
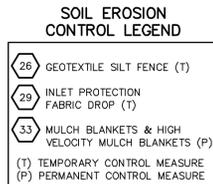
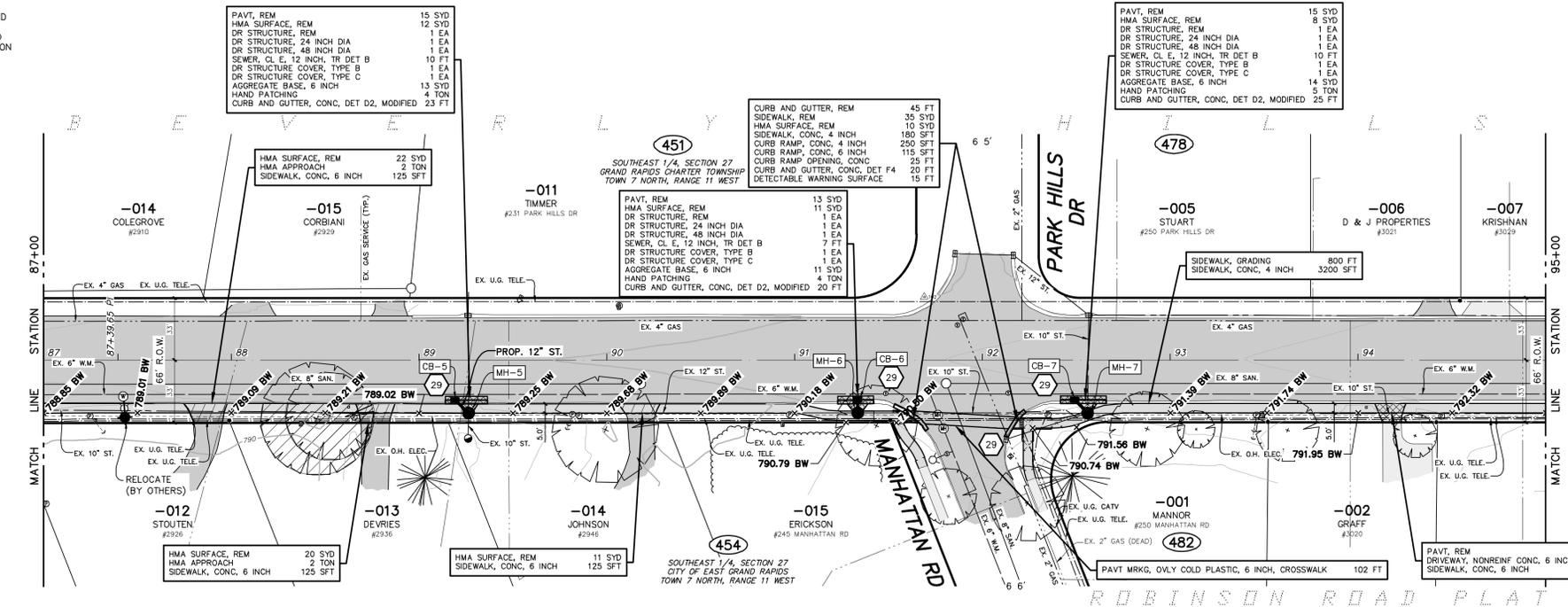
B.M. EL. 792.52
 CASCADE RD. & KINGWOOD DR. 30' ± N
 & 190' ± E OF C/L "X", NE FLANGE BOLT
 ON HYDRANT UNDER "E".

CONTROL POINT TABLE			
No.	NORTHING	EASTING	ELEVATION
101	533526.025	12795471.730	785.23
101	533531.510	12795063.610	793.86

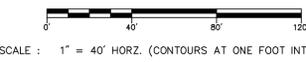
CONTRACTOR TO VERIFY EXISTING INVERTS PRIOR TO ORDERING STRUCTURES

DRAINAGE TABLE								
PR DIA (IN)	ID	RIM EL.	EX/PR	SIZE (IN)	MATERIAL	DIR	INV EL.	PR SLOPE %
48	MH-8	785.71	PR	12	CONC	E	780.78	1.66
24	CB-8	785.09	PR	12	CONC	SW	781.00	-1.66

CONNECT ALL EXISTING AND PROPOSED PIPES TO PROPOSED STRUCTURES
 CONTRACTOR TO VERIFY EXISTING INVERTS PRIOR TO ORDERING STRUCTURES



UTILITY LOCATIONS ARE DERIVED FROM ACTUAL
 MEASUREMENTS OR AVAILABLE RECORDS. THEY
 SHOULD NOT BE INTERPRETED TO BE EXACT
 LOCATIONS NOR SHOULD IT BE ASSUMED THAT
 THEY ARE THE ONLY UTILITIES IN THIS AREA.



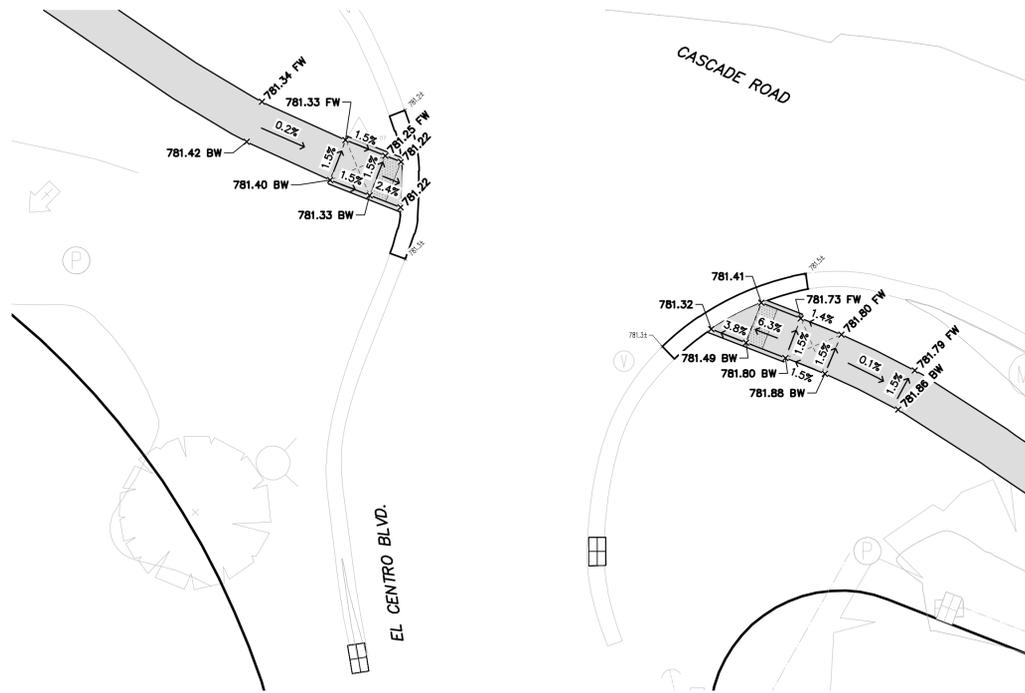
NO.	REVISIONS	BY	DATE	DRAWN
				J.D.E.
				CHECKED
				S.T.P.
				DATE
				MARCH '24



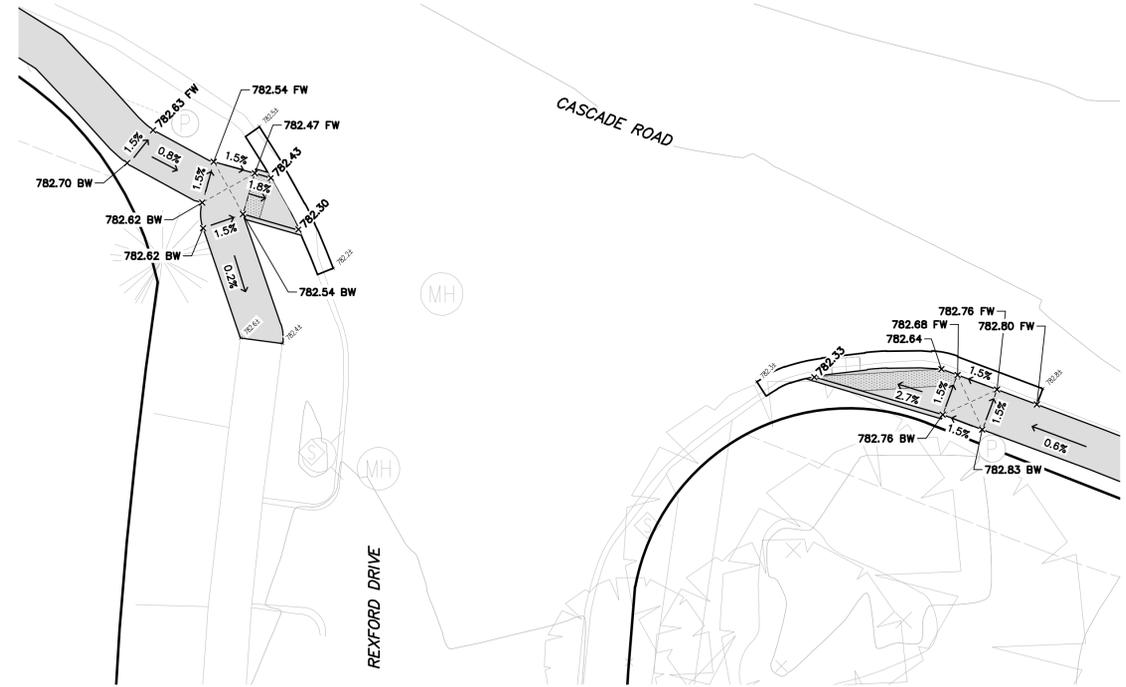
CITY OF EAST GRAND RAPIDS
 KENT COUNTY, MICHIGAN

SIDEWALK & PATHWAY IMPROVEMENTS
 CASCADE ROAD

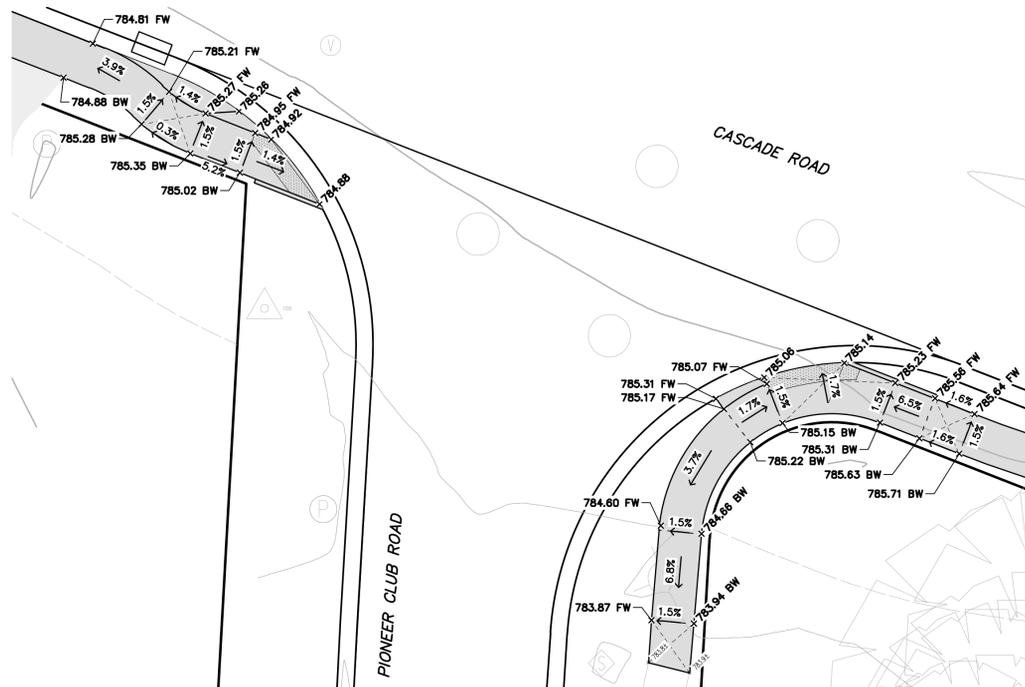
PROJECT NO. 2220701
 SHEET NO. 12 OF 15



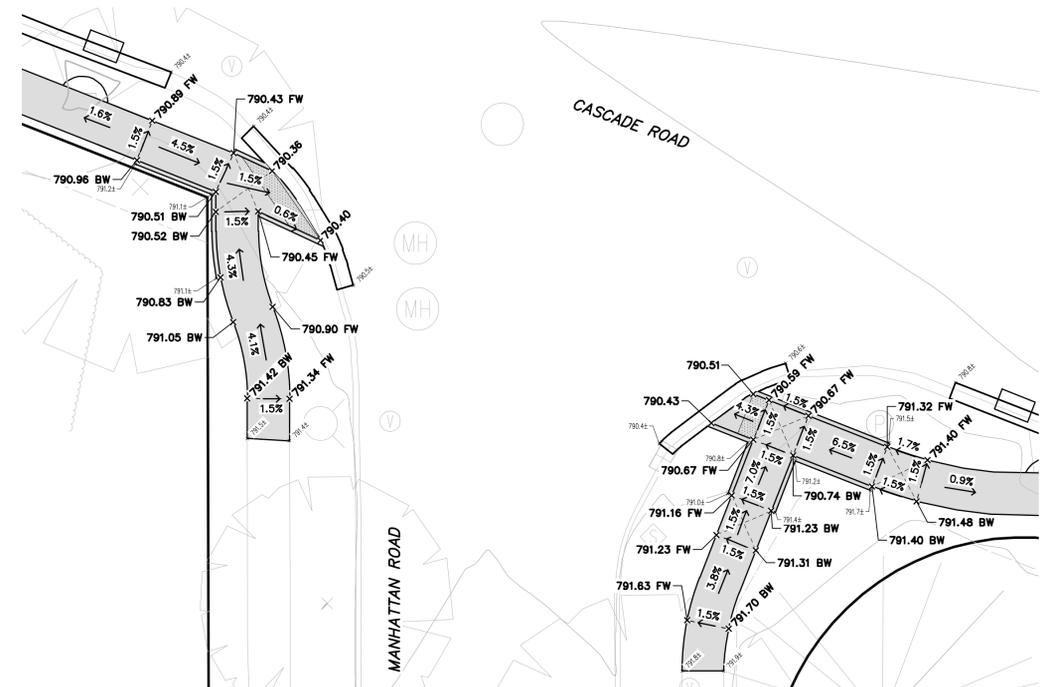
GRADING DETAILS – CASCADE ROAD & EL CENTRO BLVD. North
SCALE : 1" = 10'



GRADING DETAILS – CASCADE ROAD & REXFORD DRIVE North
SCALE : 1" = 10'



GRADING DETAILS – CASCADE ROAD & PIONEER CLUB ROAD North
SCALE : 1" = 10'



GRADING DETAILS – CASCADE ROAD & MANHATTAN ROAD North
SCALE : 1" = 10'

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NO.	REVISIONS	BY	DATE	DRAWN
				J.D.E.
				DATE MARCH '24
				CHECKED S.T.P.
				DATE MARCH '24

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

CITY OF EAST GRAND RAPIDS
KENT COUNTY, MICHIGAN
SIDEWALK & PATHWAY IMPROVEMENTS
RAMP GRADING DETAILS

PROJECT NO.
2220701

SHEET NO.

14 OF 15



CITY OF
EAST GRAND RAPIDS

11

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

MEMORANDUM

TO: Mayor and City Commissioners
FROM: Sharla Seath, Finance Director
DATE: October 16, 2024
RE: 401(A) Defined Contribution plan loan option

Action Requested: That the City Commission approve adding a loan option to city employer/employee's 401(A) Defined Contribution plan.

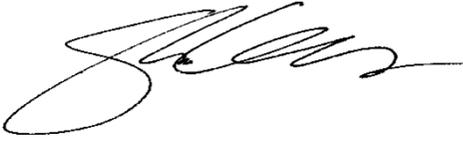
Background: The City offers a 401(A) defined contribution plan to all its full-time employees. Contributions to this plan are required. Many employees only make the mandatory contributions to the 401(A) and forgo any further contributions to the 457 or ROTH that is also offered by the City and is optional. The City added the loan options to the 457 in July of 2023. The City is looking to add the loan option to the 401(A) as well for those employees who only contribute to this plan. A resolution and updated contract with Mission Square are in the packet.

The terms of the loan will be as follows:

- a. The employee may take a penalty free loan, minimum amount of \$1,000 and the maximum is 50% of their vested balance up to \$50,000, whichever is less. An exception to this limit is if 50% of the vested account balance is less than \$10,000; in such case, the participant may borrow up to \$10,000.
- b. The maximum loan length is 5 years (60 months) unless the loan is for the purchase of a primary resident, the maximum is 30 years.
- c. The loan origination fee is \$75.00 with an annual maintenance fee of \$50.00.
- d. Payments must be made monthly and are setup up directly with Mission Square as an ACH from the employee's designated bank account.
- e. The interest rate for the loan will be prime plus ½%. All interest incurred remains with the employee's account.
- f. If an employee defaults on the loan, then the loan is converted to an early withdrawal and is subject to income tax and early withdrawal fees.
- g. If an employee leaves employment with the City the loan continues until full payment is made or the employee has withdrawn their entire account balance.

- h. A spousal consent of the loan is required as a part of the application process.
- i. An employee can only have one active loan at a time.

REVIEWED & APPROVED FOR SUBMISSION:

A handwritten signature in black ink, appearing to read 'Shea Charles', with a large, stylized initial 'S'.

Shea Charles, City Manager

**CITY COMMISSION
CITY OF EAST GRAND RAPIDS
KENT COUNTY, MICHIGAN**

**A RESOLUTION ADDING A LOAN OPTION FOR
EMPLOYEES FROM THEIR 401A PLAN ABIDING BY
THE TERMS OF THE LOAN AGREEMENT MISSION
SQUARE**

401A DEFINED CONTRIBUTION PLAN

Resolution of the City of East Grand Rapids

WHEREAS, the Employer has employees rendering valuable services and

WHEREAS, the Employer has established a retirement plan (the "Plan") for such employees which services the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system and by assisting in the attraction and retention of competent personnel: and

WHEREAS, the Employer has determined that permitting participants in the retirement plan to take loans from the Plan will serve these objectives;

NOW THEREFORE BE IT RESOLVED that the Plan will permit loans.

I, Lori Parmenter, Clerk of the City of East Grand Rapids, do hereby certify that the foregoing resolution, proposed by the Commission, was duly passed and adopted by the Commission of the City of East Grand Rapids at a regular meeting thereof assembled this 21st day of October 2024, by the following vote:

AYES: _____

NAYS: _____

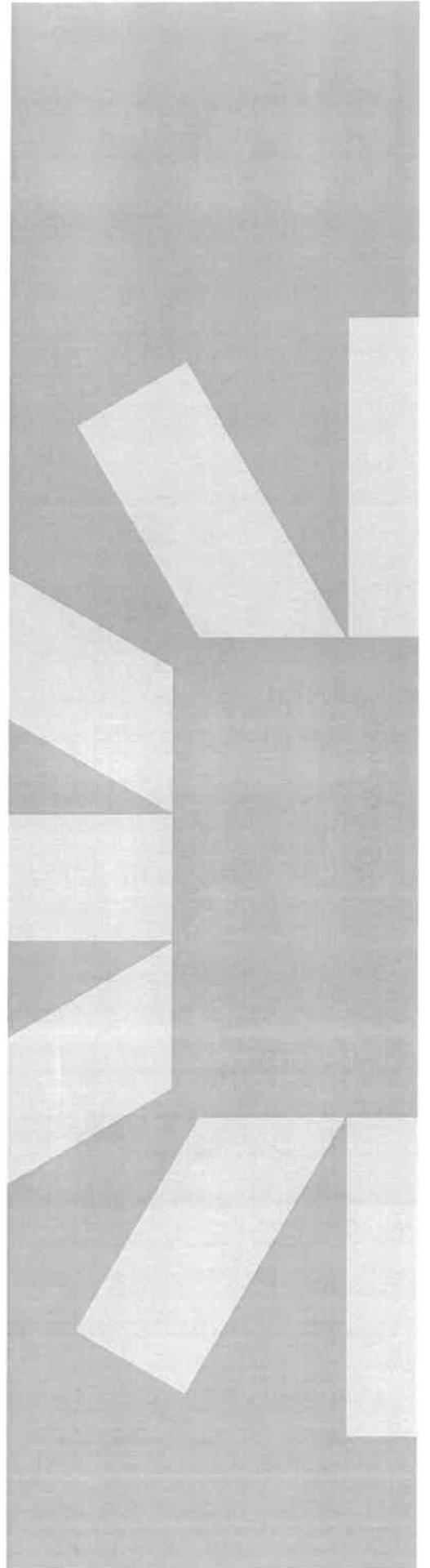
ABSENT: _____

Lori Parmenter, City Clerk

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number 10-7877

The Employer hereby establishes a Money Purchase Plan to be known as:
CITY OF EAST GRAND RAPIDS

(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution money purchase plan. Please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

CITY OF EAST GRAND APIDS

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

New Plan

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified:

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF EAST GRAND RAPIDS

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note: provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

January 1 - December 31 **(Default)**

The 12-month period ending:

_____ *Month*

_____ *Day*

IV. Normal Retirement Age shall be age 60 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non-union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) _____

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals, or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation
- N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (***“N/A” is the default provision under the Plan if no selection is made.***)
 - Yes. The required Period of Service shall be _____ months (not to exceed 12 months.)
The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.
3. Minimum Age (Select One) - A minimum age requirement is hereby specified for eligibility to participate.
- Yes. Age _____ (not to exceed age 21.)
 - N/A – No minimum age applies (***“N/A” is the default provision under the Plan if no selection is made.***)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions.
(If Option B is chosen, please complete section C.)

- A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant _____ % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

- are required are not required

to be eligible for this Employer Contribution.

- B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

- Yes No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A), to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

- Yes No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

- i. ATTACH % of Earnings,
- ii. \$ _____, or
- iii. a whole percentage of Earnings between the range of _____ (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

Yes No

("Yes" is the default provision under the Plan if no selection is made.)

- C. Election Window (Complete if Option B is selected:)

Newly eligible Employees shall be provided an election window of 30 days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

- Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹ Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions, they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

- Variable Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is more or less

- Fixed Employer Match of Participant 457(b) Plan Deferrals.** The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

- Variable Employer Match of Participant 457(b) Plan Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is more or less

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan:

Yes No (**"No" is the default provision under the Plan if no selection is made.**)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

Weekly Biweekly Monthly Annually in: _____
Specify Month

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

Weekly Biweekly Monthly Annually in: _____
Specify Month

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

- Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: Calendar Year

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	<u>0</u> %
One	<u>20</u> %
Two	<u>40</u> %
Three	<u>60</u> %
Four	<u>80</u> %
Five	<u>100</u> %
Six	<u> </u> %
Seven	<u> </u> %
Eight	<u> </u> %
Nine	<u> </u> %
Ten	<u> </u> %

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
 - Normal Retirement Age
 - Age 70½ ("70½" is the default provision under the Plan if no selection is made.)
 - Alternate age (after Normal Retirement Age): _____
 - Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
 - Yes
 - No (**"Yes" is the default provision under the Plan if no selection is made.**)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
 - Yes
 - No (**"No" is the default provision under the Plan if no selection is made.**)
4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.
 - Yes
 - No (**"No" is the default provision under the Plan if no selection is made.**)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
 - Yes
 - No (**"No" is the default provision under the Plan if no selection is made.**)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of payment of benefits under the Plan is a lump sum. Up-on death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (**"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.**)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan’s definitions, Earnings automatically include leave cashouts paid by the later of 2½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant’s final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

- 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- 2. Other. _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):

- 1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

- 2. Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____ % (insert fixed percentage of Final Pay to be contributed) or up to _____ % (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee’s election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

- 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- 2. Other. _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

- 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours days weeks (check one)) to the Plan (subject to the limitations of Article V of the Plan).
- For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

- 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to _____% (insert maximum percentage of unpaid Accrued Leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

- XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

- XVI.** The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Governmental Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

- XVII.** The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Sharla Seath _____

Title: Finance Director _____

Attest: _____

Date: _____/_____/_____
Month Day Year

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1303

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number: 107877

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF EAST GRAND RAPIDS
_____ (the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (*Check One*):

Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:

CITY OF EAST GRAND RAPIDS

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

New Plan

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF EAST GRAND RAPIDS

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

January 1 – December 31 (*Default*)

The 12 month period ending _____
Month Day

IV. Normal Retirement Age shall be age 60 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) _____

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (“N/A” is the default provision under the Plan if no selection is made.)

Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

Yes. Age _____ (not to exceed age 21).

N/A – No minimum age applies (“N/A” is the default provision under the Plan if no selection is made.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant _____ % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. Attach % of Earnings,

ii. \$, or

iii. a whole percentage of Earnings between the range of (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pickup is required if Option A is not selected)

Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of 30 Days days (no more than 60 calendar- days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

Fixed Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed % of Earnings or \$. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is more or less.

Fixed Employer Match of Participant 457(b) Plan Deferrals. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is more or less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

Weekly Biweekly Monthly Annually in _____ (*specify month*)

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

Weekly Biweekly Monthly Annually in _____ (*specify month*)

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes No (*“Yes” is the default provision under the Plan if no selection is made.*)

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes No (*“No” is the default provision under the Plan if no selection is made.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

Yes No (*“No” is the default provision under the Plan if no selection is made.*)

2. Bonuses

Yes No (*“No” is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)
-

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

Yes No (*“Yes” is the default provision under the Plan if no selection is made.*)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

- 1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply, unless another method has been indicated below.

[] Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.) _____

- 2. The Limitation Year is the following 12 consecutive month period: Calendar Year

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	0%
One	20%
Two	40%
Three	60%
Four	80%
Five	100%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
 Normal Retirement Age
 70 ½ (*"70 ½" is the default provision under the Plan if no selection is made.*)
 Alternate age (after Normal Retirement Age): _____
 Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
 Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
 Yes No (*"No" is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07
 Yes No (*"No" is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
 Yes No (*"No" is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum.
The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected).
The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

- 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- 2. Other: _____
(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):

1. Employer Final Pay Contribution. The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

2. Employee Designated Final Pay Contribution. Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of Final Pay to be contributed) or up to _____% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

- 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- 2. Other: _____
(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

1. Employer Accrued Leave Contribution. The Employer shall contribute as follows

(choose one of the following options):

For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____% of un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. Employee Designated Accrued Leave Contribution

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to _____% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

- XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
- XIX.** An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

This document was electronically signed using software provided by ftwilliam.com.

CITY OF EAST GRAND RAPIDS:

Signature: /s/ Sharla Seath
Print Name: Sharla Seath
Title/Position: Finance Director
Date/Time: 4/29/2022 10:54 AM CDT
CertificationID: 920N7LLLIYS6-1

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

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INTRODUCTION AND SUMMARY INSTRUCTIONS FOR 457(b), 401(a), AND 403(b) PLAN SPONSORS

Making a loan program available in your retirement plan will provide eligible plan participants with the ability to borrow money from their accounts. As the administrator of your loan program, MissionSquare Retirement will attempt to minimize the amount of resources you need to devote to the program. However, there are administrative and fiduciary responsibilities associated with offering loans which, as a practical matter, cannot be delegated to MissionSquare.

Please review all of the information in this packet carefully prior to submitting the applicable forms to implement the loan program in your plan.

The below instructions provide you with easy-to-follow steps to implement a loan program in your MissionSquare 457(b) or 401(a) plan.

STEP 1: Review the Loan Guidelines Agreement Instructions carefully prior to returning the required forms to implement your plan's loan program.

STEP 2: Complete the *Loan Guidelines Agreement*.

STEP 3: Determine whether any formal action is required by your legislative body and/or plan administrative committee to implement a loan program. If formal action is required, you may want to use the suggested resolution in this packet.

STEP 4: Complete the following documents (if applicable)

- **457(b) Plan Loan Administration Agreement** – If you have multiple 457(b) plan providers, you must complete and return this document to MissionSquare.
- **Loan Amendment [401(a)/403(b) Plans Only]** – If you are amending your existing 401(a)/403(b) plan to add loan provisions, you must complete and return this document to MissionSquare.

STEP 5: Return copies of the following documents to MissionSquare (please be sure to submit all pages and retain the originals for your records):

- *Loan Guidelines Agreement*
- *Loan Amendment to the 401(a) Plan Adoption Agreement (if applicable)*
- *457(b) Plan Loan Administration Agreement (if applicable)*
- *Suggested Resolution (if applicable)*

Fax: MissionSquare Plan Services
(844) 677-3297

Mail: MissionSquare Plan Services
P.O. Box 219320
Kansas City, MO 64121-9320

Online: Submit through secure messaging to:
www.employers.msqplanservices.org

STEP 6: Please allow 5-7 business days for MissionSquare to establish your plan's loan program.

Please retain original copies of any documents you return to MissionSquare for your records.

If you have any questions relating to the adoption process, please contact your MissionSquare PlanServices team at 800-326-7272.

The information in this packet is intended to assist you with implementing a loan program within your MissionSquare Retirement 457(b), 401(a), or 403(b) plan(s). The packet provides an overview of the issues and complexities of establishing and maintaining a loan program under the most common types of retirement plan arrangements. It is not intended to be all inclusive. Special situations and/or solutions not discussed in this document will need to be reviewed on a case-by-case basis.

The instructions contain information that will help you understand the decisions you will need to make when you establish your loan program and help you complete the *Loan Guidelines Agreement*. Please carefully review the information in this section and complete all applicable sections of the *Loan Guidelines Agreement*.

Here are a few of the elections that you will need to make:

- Will loans be available for all purposes or only in other purposes designated by you, The Employer?
- How many loans will participants be allowed to have outstanding at one time? (*up to five*)
- How long will participants have to repay a loan used to purchase a new primary residence? (*up to 30 years*)
- How will participants repay their loans? (*payroll deduction, ACH payments from their bank accounts, or both*)

In order to offer loans within your retirement plan, the Internal Revenue Code requires that you establish written guidelines that govern the Plan's loan program. You may elect to use the *Loan Guidelines Agreement* to serve this purpose for your Plan.

If you have any questions relating to the process of implementing a loan program, please contact your MissionSquare Plan Services team at 800-326-7272.

Section 1: Employer Plan Information

Enter the name of your employer plan. Also specify the plan type and your MissionSquare plan number.

Section 2: Eligibility & Loan Source

Loans are available to all active employees, except those with an existing loan in default.

Loan Source – Use this section to specify the sources that will be available for participant loans.

Section 3: Loan Purpose

Specify whether loans may be taken for (A) All Purposes or (B) Other Purposes (*You will be responsible for approval of all loan requests.*).

(A) All Purposes

(B) Other Purposes

Employers have the ability to make their plan's loan program more restrictive under both of the above options.

Section 4: Application Process

No action is required in this section. The application process available to participants will vary depending on the option you select in Section III (Loan Purpose).

Section 5: Maximum Number of Loans

Specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. The option you choose in this section will have a significant impact on the number of loans made from your plan. Regardless of your election, a participant may receive a maximum of one (1) loan per calendar year.

Note: *If you select Payroll Deduction as a repayment option for your participants in Section VIII, each loan repayment for each pay period must be accounted for separately. As such, repayments of multiple loans are a much larger burden on your payroll system (and personnel) than a repayment of a single loan.*

Section 6: Loan Amount

No action is required in this section. The Maximum Loan Amount Worksheet includes instructions you can use to calculate the maximum loan amount for a participant. The loan modeling option on MissionSquare's Account Access website can also be used to calculate a participant's maximum loan amount.

Section 7: Length of Loan

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years. However, if the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. In this section of the form, you specify the maximum repayment period for principal residence loans, with 30 years being the maximum term.

In determining the maximum repayment period for residential loans, you should be mindful that the loan term may extend beyond the period the participant is employed by you. If you allow employees to continue to pay their loans after they separate from service (see the Acceleration section), repayments would continue by the participant, through you, for the entire term of the loan (e.g., 30 years). Every payroll period, the participant (former employee) will be required to give you a check for the periodic loan repayment amount. You then include this amount with your next contribution submittal to MissionSquare. Loan repayments may not be made directly to MissionSquare by the participant, unless you choose ACH debit as a repayment option in Section VIII.

Section 8: Loan Repayment Process

Specify the repayment method(s) and repayment frequency your plan will use.

Repayment Method – You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account.

- (1) **Payroll Deduction** – With this option, you will include the loan repayment detail when you remit contribution detail to MissionSquare via the EZLink website.

Initiating Payroll Deduction

Payroll deduction should begin within two payroll cycles following the date the loan is processed by MissionSquare. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

- (2) **Automated Clearing House (ACH)** – With this option, participants authorize MissionSquare to debit loan repayments directly from the participant's bank account via ACH. This feature frees you of the burden of establishing and monitoring loan repayments via payroll deduction. The ACH repayment options are bi-weekly and monthly.

Additional Loan Repayments and Early Pay-Off

A participant may pay off all of the principal and interest early without penalty or additional fee. If a loan is paid in full prior to the end of the term of the loan, no further interest will accrue. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

Section 9: Loan Interest Rate

No action is required in this section. It simply describes the interest rate that will be used for participant loans.

Section 10: Security/Collateral

No action is required in this section. It simply describes the amount that will be used as collateral for participant loans.

Section 11: Acceleration

Specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time participants separate from service.

You should consider the options in this section carefully, since your election will impact when outstanding loans become taxable to participants. If a participant does not repay the outstanding loan amount at the time it is due, the loan is "foreclosed," and the outstanding loan amount must be reported by MissionSquare as a taxable distribution in the year of the foreclosure.

Given the burdens associated with collecting loan repayments from former employees, you may not wish to maintain a potentially long term "relationship" with former employees (especially in the case of residential loans).

Section 12: Reamortization

No action is required in this section. It simply provides information related to the reamortization of participant loans.

Section 13: Refinance

No action is required in this section. It simply provides information related to the refinancing of participant loans.

Section 14: Reduction of Loan

No action is required in this section. It simply describes how outstanding loans will be handled in the event of a participant's death.

Section 15: Deemed Distributions

No action is required in this section. However you should familiarize yourself with this information and note that loan repayments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Failure to make loan repayments according to the loan terms will result in the outstanding loan balance being deemed distributed and taxable to the participant.

Timing

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. For example, if a participant does not make a loan payment that was scheduled to be made on February 1, the maximum cure period for the repayment is June 30. If the total amount of all delinquent payments is not received by the end of the cure period, the loan is deemed distributed.

Consequences of Deemed Distributed Loans (Employers)

Employers who do not ensure proper loan repayment practices in their retirement loan programs risk not only having individual participant loans being deemed distributed, but also potentially jeopardize the tax-favored status of the entire plan. In the extreme, plans with mismanaged loan programs – a high occurrence of deemed distributed loans, and/or program participants in default, for example – may be disqualified (in the case of 401(a)/403(b) plans) or classified as ineligible (for 457(b) plans) by the IRS. Disqualification results in the loss of tax-deferred status for all contributions and a possible increase in the taxable income for participating employees.

It is a plan sponsor's fiduciary obligation to properly manage the retirement plan and its benefits. Mismanagement of a loan program may be considered failure to meet this fiduciary obligation and may expose a plan sponsor to litigation, in addition to being in violation of applicable laws and regulations.

Employers, as plan sponsors and fiduciaries, have an obligation to comply with plan document and loan guideline requirements applicable to participant loans. In this regard, loan payments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Employers retain this obligation if there is a loan program associated with their retirement plan, regardless of the provisions governing the loan program.

Consequences of Deemed Distributed Loans (Participants)

The principal balance, in addition to any accrued interest, is reported as a distribution to the IRS. However, the taxable distribution is not the only event in conjunction with a deemed distribution. The following negative consequences occur as a result of deemed distribution.

- The deemed distribution is a taxable event. However, it is not an actual distribution and therefore remains an asset of the participant's account. The outstanding loan balance and accrued interest continue to be reported on the participant's account statements.
- Repayment of a deemed distribution will not change or reverse the taxable event.
- The loan continues to be considered outstanding until it is repaid or "offset" using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in your plan document.
- Participants are required to repay any outstanding deemed distributed loan before they can become eligible for a new loan. The deemed distributed loan and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan.
- A participant who has had a prior deemed distribution must make repayments to a new loan through payroll deduction, or provide proof of adequate security.

Section 16: Fees

No action is required in this section. It simply provides that fees may be charged for various services associated with the application for and issuance of loans. Participants should review the Annual Service and Fee Disclosure notice(s) for your plan for more information on the applicable fees.

Section 17: Signatures

Please have an authorized plan representative sign and date this section of the agreement.

SPECIAL CIRCUMSTANCES

Emergency Withdrawals | 457(b) Plans Only

457(b) Plans: Loans must be coordinated with unforeseeable emergency withdrawals. The emergency withdrawal regulations under Section 457(b) of the Code require that an emergency withdrawal be a resource of the "last resort." If the participant is able to take a loan or refinance a current loan from your MissionSquare 457(b) plan or any other plan you sponsor, the participant has resources available to meet, or partially meet, the financial need. Therefore, a participant will be required to take or refinance a loan before taking an emergency withdrawal.

Many emergency withdrawals are not approved because the financial need, while serious, may not meet the conditions itemized in the 457(b) regulations. The ability to take a loan allows participants to have access to money that is not otherwise available. And the repayment process for loans ensures that participants replenish their accounts, thereby preserving their retirement savings.

Qualified Joint and Survivor Annuity | Applies to Some 401(a)/403(b) Plans Only

If your plan uses the Qualified Joint and Survivor Annuity as the default form of payment, married participants must obtain spousal consent prior to obtaining a loan. The employee's spouse must consent, in writing, to the loan and the consent must be witnessed by a plan representative or notary public. Such consent must be received in writing by MissionSquare no more than ninety (90) days before the loan request is submitted through Account Access. In the case of the Direct Loan Application, spousal consent should be sent along with the application.

Please be advised, that some states recognize a status, such as a civil union or registered domestic partnership, to carry the same rights and obligations as marriage under state law.

Multiple Plans/Providers

If you have more than one retirement plan which offers loans, including "co-administered" or "co-provider" plans, MissionSquare will administer your loan program in your plan(s) with MissionSquare, but you will have to perform some loan verification activities. You will need to perform these activities if loans are available to your employees from several like retirement plans, such as two separate qualified plans, or if you have different types of retirement plans (e.g. Section 457(b) deferred compensation, 403(b) and section 401(a) qualified plan). The degree of your involvement will depend on your situation.

1. Multiple Plans

The Code sets a maximum on the aggregate of all loans from all retirement plans in which the employee participates. If you offer retirement plans through multiple plan providers, no provider will be able to calculate, by itself, the maximum amount that a participant may borrow at any point in time. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any retirement plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.

Participants are asked to input all outstanding loan balances in their online worksheet so that the program can properly calculate the maximum amount. Participants are on the "honor system" when they enter other loan amounts; MissionSquare is unable to verify any loan amounts associated with plans administered by other providers. However, if there are any outstanding loans in other plans administered by MissionSquare, our online program will take them into account.

2. Single Retirement Plan/Multiple Providers

If you have adopted a single retirement plan with one master plan document under which MissionSquare and your other administrator(s) must operate, then you may ultimately have to self-administer your loan program, unless you require:

- that the maximum that may be borrowed from any provider is 50 percent of the balance with that provider and
- that the loan must be repaid only to the provider from which the loan was made.

3. Multiple Types of Retirement Plans/Multiple Providers

If you make loans available to your employees from all of your retirement plans (e.g. Section 457(b) deferred compensation plan, 403(b) and Section 401(a) qualified plan), no administrator will be able to calculate, by itself, the maximum amount that a participant may borrow at any point in time. This is because the Code sets a maximum on the aggregate of all loans from all 401(a), 403(b), and 457(b) plans in which the participant participates. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any 401(a), 403(b), or 457(b) plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.

- The purpose of this agreement is to establish the terms and conditions under which the Employer will grant loans to participants. You should consider each option carefully before making your selections because your selections will apply to all loans made while the selection is in effect. If you later change any provision, the changes will apply only to loans made after the change is adopted. Loans in existence at the time of any future changes will continue to operate under the guidelines that were in effect at the time the loan was originally made.
- Please read the instructions and carefully complete all sections of this agreement.

New Loan Program **OR** Amendment to Loan Program

1 EMPLOYER PLAN INFORMATION

Name of Plan (Enter the complete Employer name, including state): City of East Grand Rapids- 401A

Plan Type: 457(b) Deferred Compensation Plan 401(a) Money Purchase Plan 401(a) Profit-Sharing Plan 403(b) Retirement Plan

MissionSquare Plan Number(s): 107877

2 ELIGIBILITY & LOAN SOURCE

Loans are available to all active employees, except those with an existing loan in default.

401(a)/403(b) Plans – If your 401(a)/403(b) plan is funded by a combination of Employer and Employee contributions, you must specify whether one or both of the following can be used as a source for participant loans. (Select one or both options below)

Employer Contribution Account (vested balances only)

Participant Contribution Accounts (pre- and post-tax, if applicable, including Employee Mandatory, Employee Voluntary, Employer Roll-In, and Portable Benefits Accounts, but excluding the Deductible Employee Contribution/Qualified Voluntary Employee Contribution Account)

Roth Assets (if applicable) – If your 457(b), 403(b), or 401(a)(k) plan allows Roth contributions, a participant's Designated Roth Account balance will be included when calculating the amount a participant is eligible to borrow. However, you must specify whether or not a participant's Designated Roth Account can be used as a source for participant loans. (Select one option below)

A participant's Designated Roth Account will not be available as a source for loans under the plan (default option)

A participant's Designated Roth Account will be available as a source for loans under the Plan.

Note: If Roth assets are available as a source for loans, a loan that is deemed distributed will not satisfy the requirements for a qualified (tax-free) distribution of Roth assets. This may result in participants paying taxes on assets that would otherwise be available tax-free.

3 LOAN PURPOSE

Loans are available for the following purposes and must be requested in the corresponding method (select one):

All Purposes – With this option, participants can request a loan for any reason. Participants will be able to request new loans or refinance existing loans using the Online Loans option.

Other Purposes – With this option, loans shall only be granted for reasons that are defined and approved by the plan. Participants will be able to request new loans or refinance existing loans using the Online Loans option. Please define purposes below and attach additional pages if needed.

4 APPLICATION PROCESS

The loan application process will vary depending on the option you selected in Section 3 above (Loan Purpose).

(A) All Purposes

- Participants can request a new loan or to refinance an existing loan using the MissionSquare website at: www.icmarc.org
- The participant agrees to the terms of the loan during the online loan request process.
- MissionSquare sends the loan documents and the loan proceeds (via check or ACH) to the participant.

(B) Other Purposes

- Participants can request a new loan or to refinance an existing loan using the MissionSquare website at: www.icmarc.org
- The participant agrees to the terms of the loan during the online loan request process.
- The Employer must review and approve the loan via EZLink.
- If approved, MissionSquare sends the loan documents and the loan proceeds (via check or ACH) to the participant.

The loan amount will generally be redeemed from the employee's account on the same day as either MissionSquare receipt of a loan request/application (complete and in good order), if it is submitted prior to market close on a business day. If not, the loan amount will be redeemed on the next business day following submission. The loan proceeds for an all purpose loan is generally issued on the next business day following redemption, and will be sent to the participant based on their option during the loan application process.

5 MAXIMUM NUMBER OF LOANS (SELECT ONE)

Participants may receive one loan per time period defined in the plan document (e.g., calendar or plan year). Please specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. Maximum number of loans is one (1) by default. If you want to allow a different amount, enter a value of 1 through 5 in the Other Section.

- One (1).** Participants may have only one (1) outstanding loan at a time (default).
- Other.** Participants may have up to _____ (enter 2, 3, 4, or 5) loans outstanding at one time.
- Other 403(b) ONLY.** Participants with outstanding legacy loans may have one outstanding loan other than the legacy loans.

6 LOAN AMOUNT

Maximum: The maximum amount of all loans to a participant from the Plan and all other plans of the Employer that are either eligible deferred compensation plans described in section 457(b)(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code (e.g., 401(a)/403(b) plans) shall not exceed the lesser of:

- (1) \$50,000, or
- (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

When calculating the maximum amount a participant is eligible to borrow from his/her account, the lesser value of (1) or (2) above must be reduced by the participant's highest outstanding loan balance over the past 12 months.

Minimum: The minimum loan amount is \$1,000.

A loan cannot be issued for more than the maximum amount. The participant's requested loan amount is subject to downward adjustment without notice due to market fluctuation between the time of application and the time the loan is issued.

Loan amounts will be taken pro-rata from all of a participant's investments.

7 LENGTH OF LOAN

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years.

Principal Residence Loans

If the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. Participants can repay a principal residence loan over a period of up to 30 years. Please specify the maximum repayment period for principal residence loans from your plan below.

Maximum repayment period for principal residence loans = 30 (Enter a number of years, up to 30)

8 LOAN REPAYMENT PROCESS

Specify the repayment method(s) and repayment frequency your plan will use. Note that loan amounts plus interest, minus applicable fees paid to MissionSquare, are repaid to participant accounts and not to MissionSquare. You can allow repayments to be made via payroll deduction or ACH payments from a participant's bank account. Loan repayments must be made at least monthly [457(b)] or quarterly [401(a)/403(b)].

Repayment Method (Select One):

For 457(b) and 401(a) or (k) plans: ACH **OR** Payroll Deduction

403(b) plans loan repayments can only be paid by ACH.*

**ACH Payment Rejected Fee – If a loan repayment scheduled to be paid via ACH debit is rejected due to insufficient funds, invalid bank account information, or account closure, a fee will be charged to the participant's account. The fee is \$20 for the first occurrence and \$50 for each subsequent occurrence.*

Repayment Frequency:

For Payroll Deduction: Repayments through payroll deduction will be sent via check, wire or ACH debit by the Employer to MissionSquare on the following cycle (Select One):

- Weekly (52 per year) Bi-weekly (26 per year) Semi-monthly (24 per year) Monthly (12 per year)
 Quarterly (4 per year) – Available to 401(a) only.

For ACH (Select One): Monthly (12 per year) Bi-weekly (26 per year)

Next two payroll dates: MM/DD/YYYY _____ and MM/DD/YYYY _____

Initiating Repayments: ACH debits from the employee's designated bank account will begin approximately one month following the date the loan is processed by MissionSquare.

Payroll deduction should begin within two payroll cycles following the date the loan is processed by MissionSquare. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

Investment of Loan Repayments: All loan repayments are invested according to the instructions the participant has on file for the investment of contributions to his/her account.

Additional Loan Repayments and Early Pay-Off: A participant may pay off all of the principal and interest early without penalty or additional fee. If a loan is paid in full prior to the end of the term of the loan, no further interest will accrue. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

Loans in Default: Participants using the ACH repayment option may default on their loans for lack of repayment more frequently than those using the payroll deduction method. For this reason, you may choose to require that certain participants use the payroll deduction repayment method.

Multiple Loans: If a participant has multiple loans outstanding from the plan, each loan repayment must be separately reported to MissionSquare.

8 LOAN REPAYMENT PROCESS (CONTINUED)

Former Employees and Leave of Absence: Former employees and employees on a leave of absence must repay their loans on the same schedule that would have applied had they continued employment.

Your plan may allow terminated employees to continue to repay their loans either through ACH, or by giving/sending you a check each repayment period (see the Acceleration section). If you allow terminated employees to repay loans by giving/sending you a check, you will include the repayment amounts in your next regular employee contribution remittance to MissionSquare.

In certain situations, employers may suspend loan repayments for a period of time for employees on a leave of absence or military leave. Please refer to Treasury Regulation section 1.72(p)-1, Q&A-9 for more information.

Repayments Must Continue: In implementing a loan program you should be aware that some employers have had to contend with the inability of some participants to repay their loan(s). You should be aware that you may not stop taking loan repayments from the employee's paycheck – even if the employee asks that repayments be stopped. Failure to payroll-deduct loan repayments on schedule could both jeopardize the eligibility or qualification of the entire plan as well as create a taxable event for the participant. Likewise, if an employee is repaying the loan through ACH debit of his/her bank account, and the employee fails to make payments, this could jeopardize the eligibility of your retirement plan. Employers are ultimately responsible for ensuring that loans are repaid according to the loan terms.

MissionSquare will notify both you and the employee if a payment has not been received.

9 LOAN INTEREST RATE

The loan interest rate is set for all loans at the prime rate plus 0.5%. The interest rate for new loans will change when the prime rate changes.

When a new loan is approved, the interest rate is locked in and remains constant throughout the life of the loan.

10 SECURITY/COLLATERAL

At the time a loan is taken, 50 percent of the participant's account balance or the amount of the loan, whichever is less, will be used as collateral for the loan.

11 ACCELERATION (SELECT ONE)

Please specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time the participant separates from service.

All outstanding loans shall be due and payable by a participant upon:

- Separation from service.** All loan repayments must stop following an employee separating from service.
- Distribution of his/her entire account balance.** employees can continue making loan repayments until they have withdrawn their entire account balance.

Outstanding loan balances that are not repaid will be reported as distributions to the participant. See the Deemed Distributions section for additional information.

12 REAMORTIZATION

Reamortization changes the terms of an outstanding loan (e.g., repayment period, interest rate, frequency of repayments). Any outstanding loan may be reamortized.

Reamortization cannot extend the repayment period beyond five (5) years from the date the loan was originally issued. Or, in the case of Principal Residence Loans, beyond (the number of years specified in Section 7) years from the date the loan was originally issued.

Participants can use a loan reamortization form to request that an outstanding loan be reamortized. Upon processing the request, a new disclosure statement will be sent to the employer for endorsement by the participant and approval by the employer. The executed disclosure statement must be returned to the plan administrator within 10 calendar days from the date it is signed. The new disclosure statement is considered an amendment to the original promissory note; therefore a new promissory note will not be required.

Note: A loan reamortization will not be considered a new loan for purposes of calculating the number of loans outstanding or the one loan per calendar year limit.

13 REFINANCE

Refinancing involves a new loan replacing an employee's outstanding loan. The refinanced loan must be repaid over a period that does not exceed five (5) years from the date when the original loan was issued.

Actively employed participants may elect to refinance an outstanding loan for an additional amount, subject to the loan amount limitations outlined in Section 6, provided that the participant has not yet taken out a loan during the calendar year. Participants no longer employed are not eligible to refinance an existing loan.

Note: Principal residence loans are not eligible for refinance.

14 REDUCTION OF LOAN

If a participant dies prior to full repayment of the outstanding loan(s), the outstanding loan balance(s) will be deducted from the account prior to distribution to the beneficiary(ies). The unpaid loan amount is a taxable distribution and may be subject to early withdrawal penalties. The participant's estate is responsible for taxes and penalties on the unpaid loan amount, if any. A beneficiary is responsible for taxes due on the amount he or she receives. A Form 1099 will be issued to both the beneficiary and the estate for tax reporting purposes.

15 DEEMED DISTRIBUTIONS

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. When a loan is deemed distributed, the principal balance and any accrued interest is reported to the IRS as a taxable distribution. However, since the participant received the loan amount previously, no money is actually paid to the participant as part of a deemed distribution.

The loan is deemed distributed for tax purposes, but it is not an actual distribution and therefore remains an asset of the participant's account. Interest continues to accrue. The outstanding loan balance and accrued interest are reported on the participant's account statements.

Repayment of a deemed distribution will not change or reverse the taxable event.

The loan continues to be outstanding, and to accrue interest, until it is repaid or offset using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in the plan document. Participants are required to repay any outstanding loan which has been deemed distributed before they can be eligible for a new loan. The deemed distribution and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan. New loans must be repaid through payroll deduction.

Important Note: The employer is obligated by federal regulation to comply with the loan guideline requirements applicable to participant loans, and to ensure against deemed distribution by monitoring loan repayments, regardless of the method of repayment, and by advising employees if loans are in danger of being deemed distributed. The tax-qualified status or eligibility of the entire plan may be revoked in cases of frequent repayment delinquency or deemed distribution.

To assist plan sponsors whose plan options include loans, MissionSquare will provide reports of participants with payments delinquent by 30 to 89 days, 90 or more days but not yet deemed, and those whose loans have been deemed distributed. MissionSquare is committed to supporting employers who request assistance with their loan programs in order to reduce the number of delinquent loans and decrease the occurrence of deemed distributions.

16 FEES

Fees may be charged for various services associated with the application for and issuance of loans. All applicable fees will be debited from the participant's account balance and/or from the participant's loan repayments prior to crediting the repayment of principal and interest to the participant's account.

17 SIGNATURES

The Employer has the right to set other terms and conditions as it deems necessary for loans from the plan in order to comply with any legal requirements. Employer certifies that all terms and conditions will be administered in a uniform and non-discriminatory manner.

In Witness Whereof, the employer hereby caused these Guidelines to be executed

this *(Day of the Month)* _____ day of *(Month)* _____, 20 _____ *(Year)*.

EMPLOYER

By: _____

Title: _____

Attest: _____

The Maximum Loan Amount is automatically calculated for you when applying online via Account Access.

The maximum amount a participant can borrow from his or her account is \$50,000 or 50% of the account balance, whichever is less. However, the amount must be reduced by a participant's highest outstanding loan balance over the past 12 months (which, obviously, only impacts participants who have previously taken a loan from a 457(b), 401(a) qualified, or 403(b) plan). The minimum amount a participant can borrow is \$1,000.

EXAMPLE 1

Michael has never taken a loan from his account before and his 457 plan account balance at the close of business yesterday was \$84,000. To calculate the maximum loan amount he is eligible to receive, we need to determine if 50% of his account balance ($\$84,000 \times 50\% = \$42,000$) is greater than or less than \$50,000. In this case, 50% of his account balance is less than \$50,000, so the maximum loan amount Michael is eligible to receive is \$42,000 (the lesser of the two amounts).

EXAMPLE 2

Kathy has never taken a loan from her account before and her 401 plan account balance at the close of business yesterday was \$240,000. In this case, 50% of Kathy's balance ($\$240,000 \times 50\% = \$120,000$) is greater than \$50,000, so the maximum loan amount Kathy is eligible to receive is \$50,000 (the lesser of the two amounts).

EXAMPLE 3

Pam took a \$15,000 loan from her account eight months ago (in the previous calendar year) and her 457 plan account balance at the close of business yesterday was \$130,000. In this case, 50% of Pam's balance ($\$130,000 \times 50\% = \$65,000$) is greater than \$50,000, but that amount must also be reduced by her highest outstanding loan balance over the past 12 months, so the maximum loan amount Pam is eligible to receive is \$35,000. ($\$50,000 - \$15,000 = \$35,000$)

Maximum Loan Amount Worksheet		
WORKSHEET TEMPLATE		EXAMPLE <i>(using numbers from Example 3 above)</i>
1) Enter 50% of your total plan account balance.	1) \$ _____	1) \$65,000
2) Enter the answer to #1 or \$50,000, whichever is less.	2) \$ _____	2) \$50,000
3) Enter your highest outstanding loan balance over the past 12 months (from all of your plans combined), if applicable.	3) - \$ _____	3) - \$15,000
4) Subtract #3 from #2 and you have the maximum amount you are eligible to receive as a new loan or loan refinance.	4) \$ _____ <i>(maximum loan amount)</i>	4) \$35,000

401(a) Money Purchase Plan # **10** _____
401(a) Profit-Sharing Plan # **10** _____
457(b) Deferred Compensation Plan # **30** _____
403(b) Retirement Plan # **40** _____

Name of Employer: _____ State: _____

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a retirement plan (the "Plan") for such employees which serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that permitting participants in the retirement plan to take loans from the Plan will serve these objectives;

NOW THEREFORE BE IT RESOLVED that the Plan will permit loans.

I, _____, Clerk of the (City, County, etc.) of _____, do hereby certify that the foregoing resolution, proposed by (Council Member, Trustee, etc.) _____, was duly passed and adopted in the (Council, Board, etc.) of the (City, County, etc.) of _____ at a regular meeting thereof assembled this _____ day of _____, 20_____, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Clerk of the (City, County, etc.): _____

Photographically reproducible
Notary Seal or Stamp

Return copies of all completed documents to MissionSquare.

Fax: MissionSquare Plan Services
(844) 677-3297

Mail: MissionSquare Plan Services
P.O. Box 219320
Kansas City, MO 64121-9320

Online: Submit through secure messaging to:
www.employers.msqplanservices.org

This Agreement is not required if you have 1) only one 457(b) plan provider or 2) more than one plan provider each with its own plan document and provisions unique to each provider. The Agreement only applies if you have adopted a single 457(b) plan document under which MissionSquare Retirement and one or more other provider(s) must operate. Please refer to the Multiple Plans/Providers section of the Loan Guidelines Agreement Instructions for more details.

This Agreement shall serve as an Addendum to the Loan Guidelines established by the Employer identified below and as an Addendum to the Administrative Services Agreement (ASA) made by and between the MissionSquare Retirement (MissionSquare) and the Employer.

The Employer currently sponsors a section 457(b) deferred compensation plan administered by two or more providers (co-provider plan). In order to ensure the efficient administration of the loan program established by the Employer, the Employer hereby agrees and declares that

- (1) For purposes of issuing loans from the plan, that portion of the plan's assets administered by MissionSquare will be treated as though it were a separate and distinct plan.
- (2) The Employer shall calculate the amount a participant may borrow from the MissionSquare administered portion of the plan. No loan amount may exceed the lesser of (a) the maximum loan amount specified in Internal Revenue Code section 72(p)(2)(A) or (b) 50% of the participant's MissionSquare-administered account balance.
- (3) All loan repayments must be made to the participant's MissionSquare-administered account for the life of the loan.

AGREED as of the _____ day of _____, 20_____:

Name of Employer: _____ State: _____

Employer Plan Number: **30** _____

Authorized Official (Print Name): _____

Signature of Authorized Official: _____

Return all completed documents to MissionSquare.

Fax: MissionSquare Plan Services
(844) 677-3297

Mail: MissionSquare Plan Services
P.O. Box 219320
Kansas City, MO 64121-9320

Online: Submit through secure messaging to:
www.employers.msqplanservices.org

MISSIONSQUARE RETIREMENT GOVERNMENTAL 401(a) PLAN & TRUST AMENDMENT TO ADD LOANS

- I. Name of Employer: _____ State: _____
- II. MissionSquare Plan # **10** _____
- III. Loans are permitted under the plan, as provided in Article XIII of the Adoption Agreement and in the executed *Loan Guidelines Agreement*.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on

this _____ day of _____, 20_____.

EMPLOYER

By: _____

Title: _____

Attest: _____

Return all completed documents to MissionSquare.

Fax: MissionSquare Plan Services
(844) 677-3297

Mail: MissionSquare Plan Services
P.O. Box 219320
Kansas City, MO 64121-9320

Online: Submit through secure messaging to:
www.employers.msqplanservices.org

NATIONAL BENEFITS SERVICES NON-ERISA 403(b) VOLUME SUBMITTER PLAN 403(b) AMENDMENT TO ADD LOANS

- I. Name of Employer: _____ State: _____
- II. MissionSquare Plan # **40** _____
- III. Loans are permitted under the plan, as provided in Article VII of the NBS Adoption Agreement and in the executed MissionSquare *Loan Guidelines Agreement*.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on

this _____ day of _____, 20_____.

EMPLOYER

By: _____

Title: _____

Attest: _____

Return all completed documents to MissionSquare.

Fax: MissionSquare Plan Services
(844) 677-3297

Mail: MissionSquare Plan Services
P.O. Box 219320
Kansas City, MO 64121-9320

Online: Submit through secure messaging to:
www.employers.msqplanservices.org

PROCEEDINGS OF THE CITY COMMISSION
CITY OF EAST GRAND RAPIDS

Regular Meeting Held October 7, 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, Hunter, Schwartz, Skaggs, Wessely and Mayor Favale.

Absent: None.

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

2024-162. The agenda was approved as presented.

2024-163. Public comment:

Matthew DeLange, candidate for Probate Judge, introduced himself and gave a background on his qualifications.

John Chronowski, 775 Bagley Ave., would like a stronger recycling policy in Gaslight and schools.

2024-164. Mayor and City Commission comments, including committee liaison reports.

Commissioner Skaggs noted that absentee ballots are now available, early voting starts in a couple of weeks, voter registration is going on now through election day and the Parks survey is now open until November 4.

Commissioner Wessely noted that homecoming was last weekend, and that East won.

Commissioner Schwartz mentioned that Planning Commission will meet Tuesday, and the Master Plan survey is still open.

Commissioner Groff-Blaszak noted the new mural in the Teen Center in the library and the book sale will be October 8-10. EGR Girls Field Hockey team won at conference.

Commissioner Hunter gave sympathies for the residents in the south due to the hurricanes and echoes John Chronowski's comments regarding recycling.

City Manager Charles noted the Public Safety open house and drug takeback on October 26th and bids for the Cascade/Robinson Pathway came in under projected and will be coming to the Commission in the near future.

- 2024-165. Consider awarding a contract for the installation of holiday lighting on street trees within Gaslight Village Business District in the amount of \$11,080.

Parks and Recreation Director Melville highlighted the request.

- 2024-165-A. Schwartz-Wessely. To award a contract with Grapids Irrigation or the installation of holiday lighting on street trees within Gaslight Village Business District in the amount of \$11,080.

Yeas: Burdick, Groff-Blaszak, Hunter, Schwartz, Skaggs, Wessely and Favale – 7
Nays: None.

- 2024-166. Consider approval of a contract for hydro excavating services in an amount not to exceed \$194,600 from 2024 to August 1, 2026, in alignment with the awarded reimbursement grant from EGLE that covers 100% of associated expenses.

Deputy City Manager La Fave reviewed the request.

- 2024-166-A. Skaggs-Wessely. To approve a contract for hydro excavating services with PowerVac-Michigan of Grand Rapids, MI in an amount not to exceed \$194,600 from 2024 to August 1, 2026, in alignment with the awarded Michigan Department of Environment, Great Lakes, and Energy (EGLE) Technical, Managerial, and Financial Support for Lead Service Line Replacement (TMF LSLR) reimbursement grant from EGLE that covers 100% of associated expenses.

Yeas: Burdick, Groff-Blaszak, Hunter, Schwartz, Skaggs, Wessely and Favale – 7
Nays: None.

- 2024-167. Consider amending the Parks and Recreation Special Event Policy to allow additional events with a road closure within the Gaslight Village Business District each year, in addition to changing the policy verbiage to recognize the social district area.

Parks and Recreation Director Melville reviewed the information.

- 2024-167-A. Hunter-Burdick. To amend the Parks and Recreation Special Event Policy to allow additional events with a road closure within the Gaslight Village Business District each year, in addition to changing the policy verbiage to recognize the social district area.

Commissioner Groff-Blaszak asked about recycling being at events be mandatory.

Commissioner Burdick noted the Harvest Fest coming up and gathering data from that event.

Yeas: Burdick, Groff-Blaszak, Hunter, Schwartz, Skaggs, Wessely and Favale – 7
Nays: None.

2024-168. Consider approval of the job description for the proposed Sports Supervisor position and authorize staff to begin recruitment for the position.

Parks and Recreation Director Melville reviewed the request.

Mason Theile, 486 Westfield Dr., stated he is one of the newest coaches and said that this new position was a huge improvement and will be extremely important.

2024-168-A. Hunter-Skaggs. To approve of the job description for the proposed Sports Supervisor position and authorize staff to begin recruitment for the position.

Yeas: Burdick, Groff-Blaszak, Hunter, Schwartz, Skaggs, Wessely and Favale – 7
Nays: None.

2024-169. Consider authorizing the purchase of nine (9) 4 Station Franklin Voting Booths from inclusion=solutions in the amount of \$9,510.57.

City Manager Charles highlighted the request.

2024-169-A. Groff-Blaszak-Burdick. To authorize the purchase of nine (9) 4 Station Franklin Voting Booths from inclusion=solutions in the amount of \$9,510.57.

Yeas: Burdick, Groff-Blaszak, Hunter, Schwartz, Skaggs, Wessely and Favale – 7
Nays: None.

2024-170. Year-end financials and first quarter financials and budget adjustments.

- A. Year-end financials
- B. First quarter financials
- C. Budget adjustments

Finance Director Seath highlighted reviewed the information.

2024-170-A. Wessely-Burdick. To adopt a resolution amending the FY 2024-25 budget.

Yeas: Burdick, Groff-Blaszak, Hunter, Schwartz, Skaggs, Wessely and Favale – 7
Nays: None.

2024-171. Consider City Commission committee appointments.

City Manager Charles highlighted the request.

2024-171-A. Burdick-Schwartz. To approve the City Commission committee appointments.

Yeas: Burdick, Groff-Blaszak, Hunter, Schwartz, Skaggs, Wessely and Favale – 7
Nays: None.

2024-172. Groff-Blaszak-Skaggs. To approve the consent agenda as follows:

2024-172-A. Minutes of the regular meeting held September 16, 2024.

2024-172-B. Disbursement of funds: payroll disbursements of \$280,744.73 and \$283,862.99; county and school disbursements of \$394,703.04, and total remaining disbursements of \$1,266,821.65.

2024-172-C. Minutes of the August 26, 2024 Parks and Recreation Commission meeting.

Yeas: Burdick, Groff-Blaszak, Hunter, Schwartz, Skaggs, Wessely and Favale – 7
Nays: None.

The meeting adjourned at 7:00 p.m., subject to the call of the Mayor until October 21, 2024.

Lori A Parmenter, City Clerk

City of East Grand Rapids
Agenda of the City Commission
Voucher Run Summary October 21, 2024
CHECKS #138631-138680 ACH# 708743-708801

13

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-1230.00	PREPAID EXPENSES	GRAND RAPIDS BOUNCE HOUSES	BOUCEHOUSE/2025 PREPAY	\$ 1,260.50	708760
		Total For Dept 000		\$ 1,260.50	
Dept 101 CITY COMMISSION					
101-101-9560.03	GASLIGHT VILLAGE BUS ASSOC.	GASLIGHT BUSINESS ASSOCIATION	GVBA DUES/ANNUAL	\$ 175.00	138640
101-101-9560.05	MISCELLANEOUS	DIMENSION GRAPHICS INC	NAME PLATE/K SKAGGS	\$ 45.18	708760
		Total For Dept 101 CITY COMMISSION		\$ 220.18	
Dept 172 CITY MANAGER					
101-172-9570.00	PROFESSIONAL DEVELOPMENT	MILLER JOHNSON	HR TRAINING/L PARMENTER	\$ 200.00	708760
101-172-9570.10	ICMA CONFERENCE	REID S CHARLES II	ICMA CONFERENCE EXP	\$ 1,490.80	708771
		Total For Dept 172 CITY MANAGER		\$ 1,690.80	
Dept 209 ASSESSOR					
101-209-9570.00	PROFESSIONAL DEVELOPMENT	MAA EDUCATION	VIRTUAL CONTINUING EDUC CLASS	\$ 52.00	708760
101-209-9570.00	PROFESSIONAL DEVELOPMENT	MAA EDUCATION	FALL ED CLASSES	\$ 348.50	708760
101-209-9570.00	PROFESSIONAL DEVELOPMENT	MAA EDUCATION	FALL CLASSES/S HAYES	\$ 410.00	708760
		Total For Dept 209 ASSESSOR		\$ 810.50	
Dept 210 CITY ATTORNEY					
101-210-7080.00	CONTRACTUAL WAGES	VARNUM LLP	LEGAL SVCS/ORD ENFORCEMENT	\$ 434.26	708759
101-210-7080.00	CONTRACTUAL WAGES	VARNUM LLP	LEGAL SVC/MONTHLY RETAINER	\$ 17,000.00	708798
		Total For Dept 210 CITY ATTORNEY		\$ 17,434.26	
Dept 260 FINANCE					
101-260-7400.00	OPERATING SUPPLIES	KONICA MINOLTA BUSINESS SOLU	COPIER SUPPLIES/SVC	\$ 105.41	708760
101-260-8010.00	CONTRACTUAL SERVICES	AT&T	BACKUP INTERNET SVC	\$ 128.45	708760
101-260-8010.00	CONTRACTUAL SERVICES	AT&T MOBILITY	PUBLIC WIFI ACCESS POINTS	\$ 138.89	708760

City of East Grand Rapids
Agenda of the City Commission
Voucher Run Summary October 21, 2024
CHECKS #138631-138680 ACH# 708743-708801

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
101-260-8010.00	CONTRACTUAL SERVICES	I3 BUSINESS SOLUTIONS LLC	SERVER HARDWARE MAINT	\$ 230.00	138642
101-260-8010.00	CONTRACTUAL SERVICES	I3 BUSINESS SOLUTIONS LLC	IT MONITORING SVC	\$ 1,286.62	138642
101-260-8010.00	CONTRACTUAL SERVICES	I3 BUSINESS SOLUTIONS LLC	SERVER HARDWARE MAINT	\$ 230.00	138642
101-260-8010.00	CONTRACTUAL SERVICES	NEOGOV	FY25 ANNUAL SUBSCRIPTION	\$ 11,121.67	138647
101-260-8010.00	CONTRACTUAL SERVICES	ORACLE AMERICA INC	TALEO/QTRLY 7.1.24-9.30.24	\$ 865.08	708767
101-260-8030.00	AUDIT	VREDEVELD HAEFNER LLC	ANNUAL AUDIT	\$ 12,450.00	708800
101-260-9000.00	PRINTING & PUBLISHING	AMERICAN LEGAL PUBLISHING CO	CITY CODE UPDATES	\$ 1,232.02	138634
101-260-9000.00	PRINTING & PUBLISHING	AMERICAN LEGAL PUBLISHING CO	CITY CODE UPDATES	\$ 93.60	138661
101-260-9320.00	COMPUTER REPAIR	AMAZON	RETURN/IPAD STAND	\$ (75.99)	708760
101-260-9320.00	COMPUTER REPAIR	AMAZON	USB CABLE	\$ 91.97	708760
101-260-9320.00	COMPUTER REPAIR	I3 BUSINESS SOLUTIONS LLC	VMWARE TROUBLESHOOTING	\$ 108.75	138642
101-260-9570.00	PROFESSIONAL DEVELOPMENT	SHARLA SEATH	MMTA CONFERENCE EXP	\$ 554.73	708794
		Total For Dept 260 FINANCE		\$ 28,561.20	
Dept 265 CITY BUILDINGS					
101-265-7400.00	OPERATING SUPPLIES	ACOUSTICS AMERICA	ACOUSTIC PANELS	\$ 972.31	708760
101-265-7400.00	OPERATING SUPPLIES	AMAZON	SHELF/FACILITIES	\$ 131.30	708760
101-265-7400.00	OPERATING SUPPLIES	KONICA MINOLTA BUSINESS SOLU	COPIER SUPPLIES/SVC	\$ 42.05	708760
101-265-7400.00	OPERATING SUPPLIES	KONICA MINOLTA BUSINESS SOLU	COPIER SUPPLIES/SVC	\$ 159.22	708760
101-265-7400.05	CLEANING SUPPLIES	ACTION CHEMICAL INC	CLEANING/JANITORIAL SUPPLIES	\$ 1,148.40	708743
101-265-7400.06	OFFICE SUPPLIES	STAPLES	SUPPLIES	\$ 28.34	138653
101-265-7400.06	OFFICE SUPPLIES	STAPLES	SUPPLIES	\$ 39.87	138653
101-265-7400.06	OFFICE SUPPLIES	PRINTING PRODUCTIONS INK	TIME CARDS/DPW	\$ 237.51	138675
101-265-7400.06	OFFICE SUPPLIES	STAPLES	DPW SUPPLIES	\$ 116.10	138678
101-265-7400.06	OFFICE SUPPLIES	STAPLES	SUPPLIES	\$ 67.52	138678
101-265-7400.06	OFFICE SUPPLIES	STAPLES	SUPPLIES	\$ 93.15	138678
101-265-7400.06	OFFICE SUPPLIES	STAPLES	SUPPLIES	\$ 37.43	138678
101-265-7400.06	OFFICE SUPPLIES	STAPLES	SUPPLIES	\$ 5.63	138678
101-265-7400.11	EMPLOYEE SAFETY GEAR	AMAZON	SAFETY BOOTS/K WILEY	\$ 174.99	708760
101-265-8010.00	CONTRACTUAL SERVICES	COREWELL HEALTH OCCUPATION	EMP SCREEN/KELLEY, RUSSELL & TUNGL	\$ 88.00	708774

City of East Grand Rapids
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
101-265-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 46.01	708790
101-265-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 34.95	708790
101-265-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 43.67	708790
101-265-8010.33	WEALTHY POOL	NORTHWEST KENT MECHANICAL C	HVAC UPDATE/W POOL	\$ 3,494.00	138648
101-265-8010.33	WEALTHY POOL	NORTHWEST KENT MECHANICAL C	HVAC SYS/W POOL	\$ 2,804.00	138648
101-265-8010.33	WEALTHY POOL	NORTHWEST KENT MECHANICAL C	TUBE HEATERS	\$ 4,595.00	138648
101-265-8010.35	GENERAL BUILDING/COM CENTER/L	GRAND RAPIDS ELECTRICAL SOLU	WIRING FOR PW GARAGE	\$ 1,662.60	708760
101-265-8010.35	GENERAL BUILDING/COM CENTER/L	OVERHEAD DOOR CO OF GR INC	DPW GARAGE DOOR REPAIR	\$ 2,105.00	708760
101-265-8010.35	GENERAL BUILDING/COM CENTER/L	VANDER KODDE CONSTRUCTION C	REPAIR/PW GARAGE COLUMNS	\$ 4,311.00	138656
101-265-8010.35	GENERAL BUILDING/COM CENTER/L	VANDER KODDE CONSTRUCTION C	REPAIR/BACK WALL&COLUMNS PW	\$ 4,862.00	138656
101-265-8010.35	GENERAL BUILDING/COM CENTER/L	STATE INSTALLATION & SERVICE	AIR COMPRESSOR REPAIRS	\$ 1,602.31	138679
101-265-9210.00	GAS SERVICE	DTE ENERGY	GAS BILLING-8.23.24-9.20.24	\$ 1,205.19	708766
101-265-9220.00	ELECTRIC SERVICE	CONSUMERS ENERGY	ELECTRIC SERVICE-8.22.24-9.20.24	\$ 12,681.45	708773
101-265-9240.00	TELEPHONE SERVICE + CELL	AMAZON	CASE/CREWLEADER PHONE	\$ 50.10	708760
101-265-9240.00	TELEPHONE SERVICE + CELL	AT&T	WEALTHY POOL PHONE	\$ 119.45	708760
101-265-9240.00	TELEPHONE SERVICE + CELL	COMCAST CABLE	PS FAX LINE	\$ 91.26	138636
101-265-9240.00	TELEPHONE SERVICE + CELL	NEXVORTEX	MSIP PHONE SVC	\$ 589.19	708792
101-265-9700.00	CAPITAL EXPENDITURES	CORDES	DPW SALT BARN PROJECT	\$ 3,611.93	138637
101-265-9700.00	CAPITAL EXPENDITURES	CUSTER WORKPLACE INTERIORS	CHAIR REPLACEMENT/PS	\$ 1,091.88	708746
101-265-9700.00	CAPITAL EXPENDITURES	PLEUNE SERVICE COMPANY INC	EXHAUST FAN #3/CIP	\$ 4,542.34	708754
101-265-9700.00	CAPITAL EXPENDITURES	PLEUNE SERVICE COMPANY INC	EXHAUST FAN #4/CIP	\$ 2,674.52	708754
101-265-9700.00	CAPITAL EXPENDITURES	PLEUNE SERVICE COMPANY INC	EXHAUST FAN#2 CIP	\$ 2,800.20	708754
101-265-9700.00	CAPITAL EXPENDITURES	CORDES	STREET MAT & SALT BARN	\$ 3,587.53	138663
101-265-9701.00	SMALL CAPITAL	STATE INSTALLATION & SERVICE	REPLACEMENT AIR COMPRESSOR	\$ 4,634.00	138679
		Total For Dept 265 CITY BUILDINGS		\$ 66,581.40	
Dept 345 PUBLIC SAFETY					
101-345-7400.01	UNIFORMS	SALOMON	BOOTS/LINDNER	\$ 180.00	708760
101-345-7400.06	OFFICE SUPPLIES	AMAZON	OFFICE SUPPLIES	\$ 61.57	708760
101-345-7400.06	OFFICE SUPPLIES	AMAZON	OFFICE SUPPLIES	\$ 38.03	708760

City of East Grand Rapids
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Voucher Run Summary October 21, 2024
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
101-345-7400.06	OFFICE SUPPLIES	AMAZON	OFFICE SUPPLIES	\$ 33.97	708760
101-345-7400.06	OFFICE SUPPLIES	AMAZON	MEDS/OFFICE SUPPLIES	\$ 60.09	708760
101-345-7400.07	MISC. OPERATING	AMAZON	SUPPLIES	\$ 39.90	708760
101-345-7400.07	MISC. OPERATING	AMAZON	OFFICE SUPPLIES	\$ 61.21	708760
101-345-7400.09	POLICE EQUIPMENT	AMAZON	EQUIPMENT	\$ 153.81	708760
101-345-8010.00	CONTRACTUAL SERVICES	KONICA MINOLTA BUSINESS SOLU	COPIER SUPPLIES/SVC	\$ 40.39	708760
101-345-8010.00	CONTRACTUAL SERVICES	COMCAST CABLE	CABLE	\$ 85.28	138635
101-345-8010.00	CONTRACTUAL SERVICES	WEST SHORE FIRE INC	AIR PACK TESTING	\$ 1,605.00	138658
101-345-8010.00	CONTRACTUAL SERVICES	LEXISNEXIS RISK SOLUTIONS	DET SFWE,MIN COMMITMENT BAL-AUG	\$ 200.00	708749
101-345-8010.00	CONTRACTUAL SERVICES	SHELDON CLEANERS INC	PUBLIC SAFETY DRY CLEANING-SEP	\$ 249.50	138677
101-345-8010.00	CONTRACTUAL SERVICES	COREWELL HEALTH OCCUPATIONA	EMP SCREEN/KELLEY, RUSSELL & TUNGL	\$ 48.00	708774
101-345-9550.00	MISCELLANEOUS EXPENSE	MERL'S TOWING SERVICE	VEHICLE TOW	\$ 273.00	138633
101-345-9550.00	MISCELLANEOUS EXPENSE	MED-1 BRETON LLC	EQUIPMENT TESTS	\$ 263.00	138645
101-345-9550.00	MISCELLANEOUS EXPENSE	TERRYBERRY	AWARD BARS	\$ 1,383.43	138655
101-345-9550.00	MISCELLANEOUS EXPENSE	NADINE HOPPING	HOTEL/M GARZA PSYCH EVAL	\$ 150.14	138672
101-345-9570.00	PROFESSIONAL DEVELOPMENT	GRAND VALLEY STATE UNIVERSITY	TUITION/TYRICE FIZER	\$ 7,570.00	138666
101-345-9571.00	INSERVICE TRAINING	PRI MANAGEMENT GROUP	TRAINING	\$ 159.00	138632
101-345-9571.00	INSERVICE TRAINING	SCOTT KOLSTER	SCHOOL MEAL PAYMENTS	\$ 50.00	708785
		Total For Dept 345 PUBLIC SAFETY		\$ 12,705.32	
Dept 371 ZONING ADMINISTRATION					
101-371-7400.00	OPERATING SUPPLIES	JAY GIANOTTI	PLANNING MI CONFERENCE EXPENSES	\$ 108.08	708777
101-371-8010.00	CONTRACTUAL SERVICES	AMERICAN PLANNING ASSOCIATIO	APA CONFERENCE	\$ 465.00	708760
101-371-8010.00	CONTRACTUAL SERVICES	PLB PLANNING GROUP LLC	PLANNING SERVICES	\$ 450.00	708753
		Total For Dept 371 ZONING ADMINISTRATION		\$ 1,023.08	
Dept 448 STREET LIGHTING					
101-448-9220.00	ELECTRIC SERVICE	CONSUMERS ENERGY	ELECTRIC SERVICE-8.22.24-9.20.24	\$ 8,818.08	708773
		Total For Dept 448 STREET LIGHTING		\$ 8,818.08	

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Dept 485 GASLIGHT VILLAGE BUSINESS DISTRICT					
101-485-9210.00	GAS SERVICE	DTE ENERGY	GAS BILLING-8.23.24-9.20.24	\$ 38.08	708766
101-485-9220.00	ELECTRIC SERVICE	CONSUMERS ENERGY	ELECTRIC SERVICE-8.22.24-9.20.24	\$ 307.15	708773
		Total For Dept 485 GASLIGHT VILLAGE BUSINESS DISTRICT		\$ 345.23	
Dept 528 YARD WASTE COLLECTION/REFUSE/COMPOST					
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE	\$ 500.00	138662
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE	\$ 500.00	138662
		Total For Dept 528 YARD WASTE COLLECTION/REFUSE/COMPOST		\$ 1,000.00	
Dept 601 RECREATION REVENUE					
101-601-6113.00	REC SPORTS FEES	JEREMY KERR	REFUND/PARKS CREDIT	\$ 65.00	138631
		Total For Dept 601 RECREATION REVENUE		\$ 65.00	
Dept 751 RECREATION					
101-751-7400.00	OPERATING SUPPLIES	AMAZON	SIGNAGE	\$ 123.76	708760
101-751-7400.00	OPERATING SUPPLIES	AMAZON	OFFICE SUPPLIES	\$ 56.37	708760
101-751-7400.00	OPERATING SUPPLIES	AMAZON	SUPPLIES	\$ 19.99	708760
101-751-7400.00	OPERATING SUPPLIES	BEST BUY	REFUND/TV PURCH	\$ (119.99)	708760
101-751-7400.00	OPERATING SUPPLIES	GRAPHICS HOUSE PRINTING	BUS CARD/K CHRISTOFFERSEN	\$ 92.50	138641
101-751-8010.00	CONTRACTUAL SERVICES	WHEN I WORK	TIME CLOCK/POOLS	\$ 140.00	708760
101-751-8010.00	CONTRACTUAL SERVICES	MC SMITH ASSOCIATES & ARCHITE	REC PLAN CONSULTING	\$ 5,069.50	138670
101-751-8010.00	CONTRACTUAL SERVICES	CIVICPLUS	REC 1 SOFTWARE	\$ 370.13	708772
101-751-9300.00	REPAIRS & MAINTENANCE	KONICA MINOLTA BUSINESS SOLU	COPIER SUPPLIES/SVC	\$ 177.81	708760
		Total For Dept 751 RECREATION		\$ 5,930.07	
Dept 756 POOL PROGRAMS					
101-756-7400.00	OPERATING SUPPLIES	AMAZON	POOL SUPPLIES	\$ 264.00	708760
101-756-7400.00	OPERATING SUPPLIES	AMAZON	SUPPLIES	\$ 25.99	708760
101-756-7400.00	OPERATING SUPPLIES	AMAZON	POOL STAFF SUPPLIES	\$ 53.98	708760

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101-756-7400.00	OPERATING SUPPLIES	LESLIE'S POOL SUPPLIES INC	WP CHEMICALS	\$ 27.88	708748
101-756-8010.00	CONTRACTUAL SERVICES	AMERICAN RED CROSS HEALTH & S	LIFEGUARD RECERTIFICATIONS	\$ 184.00	708760
101-756-9210.00	GAS SERVICE	DTE ENERGY	GAS BILLING-W POOL	\$ 391.57	708766
		Total For Dept 756 POOL PROGRAMS		\$ 947.42	
Dept 771 TREE MAINTENANCE AND REMOVAL					
101-771-7400.00	OPERATING SUPPLIES	EAGLE MANUFACTURING	FUEL CANS/MISC	\$ 185.89	708760
101-771-8060.00	TREE TRIMMING & REMOVAL	H A IRISH TREE SERVICE	TREE REMOVAL/PLYMOUTH & HALL	\$ 1,500.00	138667
		Total For Dept 771 TREE MAINTENANCE AND REMOVAL		\$ 1,685.89	
Dept 775 SPECIAL EVENTS					
101-775-7400.00	OPERATING SUPPLIES	4IMPRINT	RL TRI SUPPLIES	\$ 771.20	708760
101-775-7400.00	OPERATING SUPPLIES	AMAZON	RL TRI SUPPLIES	\$ 170.19	708760
101-775-7400.00	OPERATING SUPPLIES	AMAZON	SPECIAL EVENT TENTS	\$ 293.97	708760
101-775-7400.00	OPERATING SUPPLIES	AMAZON	RL TRI SUPPLIES	\$ 109.95	708760
101-775-7400.00	OPERATING SUPPLIES	AMAZON	RL TRI SUPPLIES	\$ 136.51	708760
101-775-7400.00	OPERATING SUPPLIES	AMAZON	RL TRI SUPPLIES	\$ 460.44	708760
101-775-7400.00	OPERATING SUPPLIES	AMAZON	RL TRI SUPPLIES	\$ 120.10	708760
101-775-7400.00	OPERATING SUPPLIES	HOBBY LOBBY	RL TRI SUPPLIES	\$ 44.97	708760
101-775-7400.00	OPERATING SUPPLIES	JIMMY JOHN'S #1157	ELECTION DAY FOOD	\$ 61.96	708760
101-775-7400.00	OPERATING SUPPLIES	KASSMO PRODUCTS	RLT SWIM CAPS	\$ 1,134.20	708760
101-775-7400.00	OPERATING SUPPLIES	RENT FUN LLC	KAYAK KIOSK/OPEN WATER SWIM	\$ 25.00	708760
101-775-7400.00	OPERATING SUPPLIES	RENT FUN LLC	KAYAK KIOSK/OPEN WATER SWIM	\$ 30.00	708760
101-775-7400.00	OPERATING SUPPLIES	SIGNS.COM	RL TRI SIGNS	\$ 191.78	708760
101-775-7400.00	OPERATING SUPPLIES	SIGNS.COM	RL TRI SIGN DEPOSIT	\$ 10.00	708760
		Total For Dept 775 SPECIAL EVENTS		\$ 3,560.27	
Dept 777 RECREATION PROGRAMMING					
101-777-8010.00	CONTRACTUAL SERVICES	SEVA YOGA	YOGA SUMMER	\$ 900.00	708760
101-777-8010.00	CONTRACTUAL SERVICES	CULTIVATE	ART CLASSES/SEPT	\$ 950.00	708745

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101-777-8010.00	CONTRACTUAL SERVICES	AMPED REALITY	A/R MINECRAFT	\$ 8.00	708768
		Total For Dept 777 RECREATION PROGRAMMING		\$ 1,858.00	
Dept 778 GROUNDS MAINTENANCE					
101-778-7400.00	OPERATING SUPPLIES	AMAZON	LAX NETS	\$ 190.99	708760
101-778-7400.00	OPERATING SUPPLIES	AMAZON	MISC SUPPLIES	\$ 29.29	708760
101-778-7400.00	OPERATING SUPPLIES	AMAZON	GARDEN SUPPLIES & TOOLS	\$ 26.94	708760
101-778-7400.00	OPERATING SUPPLIES	AMAZON	GARDEN SUPPLIES & TOOLS	\$ 71.82	708760
101-778-7400.00	OPERATING SUPPLIES	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/GROUNDS MAINT	\$ 11.30	708790
101-778-7400.00	OPERATING SUPPLIES	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/GROUNDS MAINT	\$ 11.30	708790
101-778-7400.00	OPERATING SUPPLIES	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/GROUNDS MAINT	\$ 11.30	708790
101-778-8010.00	CONTRACTUAL SERVICES	COREWELL HEALTH OCCUPATION	DOT PHYSICALS/BASSET & BROWNEYE	\$ 88.00	708774
101-778-8080.00	GROUNDS MAINTENANCE	THORNAPPLE INC	MONTHLY LAWN CARE-SEPT 24	\$ 4,197.67	708796
101-778-9300.00	REPAIRS & MAINTENANCE	NORTHWEST KENT MECHANICAL C	SPRINKLER REPAIRS	\$ 170.00	138648
101-778-9300.00	REPAIRS & MAINTENANCE	SCHEPERS LAWN SPRINKLING INC	SPRINKLER REPAIRS	\$ 522.17	138652
101-778-9300.00	REPAIRS & MAINTENANCE	NORTHWEST KENT MECHANICAL C	IRRIGATION REPAIR	\$ 170.00	138673
101-778-9570.00	PROFESSIONAL DEVELOPMENT	MICHIGAN SPORTS FIELD MANAGE	MISTMA/FALL FIELD DAY	\$ 50.00	138646
		Total For Dept 778 GROUNDS MAINTENANCE		\$ 5,550.78	
Dept 779 RECREATION SPORTS					
101-779-7080.00	CONTRACTUAL WAGES	ERIC BALDWIN JR	FOOTBALL OFFICIAL	\$ 200.00	708744
101-779-7080.00	CONTRACTUAL WAGES	GREGORY LUCAS SR	FOOTBALL OFFICIAL	\$ 200.00	708750
101-779-7080.00	CONTRACTUAL WAGES	KARL L MARSHALL	FOOTBALL OFFICIAL	\$ 200.00	708752
101-779-7080.00	CONTRACTUAL WAGES	LLOYD KILGORE	FOOTBALL OFFICIAL	\$ 110.00	708784
101-779-7080.00	CONTRACTUAL WAGES	LLOYD KILGORE	FOOTBALL OFFICIAL	\$ 110.00	708784
101-779-7080.00	CONTRACTUAL WAGES	STEVEN D LEE	FOOTBALL OFFICIAL	\$ 110.00	708786
101-779-7080.00	CONTRACTUAL WAGES	GREGORY LUCAS SR	FOOTBALL OFFICIAL	\$ 110.00	708787
101-779-7080.00	CONTRACTUAL WAGES	GREGORY LUCAS SR	FOOTBALL OFFICIAL	\$ 110.00	708788
101-779-7080.00	CONTRACTUAL WAGES	KARL L MARSHALL	FOOTBALL OFFICIAL	\$ 110.00	708789
101-779-7080.00	CONTRACTUAL WAGES	KARL L MARSHALL	FOOTBALL OFFICIAL	\$ 110.00	708789

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101-779-7080.00	CONTRACTUAL WAGES	RODNEY SUGGS	FOOTBALL OFFICIAL	\$ 110.00	708795
101-779-7400.00	OPERATING SUPPLIES	AMAZON	YOUTH FOOTBALL SUPPLIES	\$ 99.96	708760
101-779-7400.00	OPERATING SUPPLIES	AMAZON	FIELD HOCKEY SUPPLIES	\$ 63.97	708760
101-779-7400.00	OPERATING SUPPLIES	AMAZON	SOCCER SUPPLIES	\$ 87.84	708760
101-779-7400.00	OPERATING SUPPLIES	AMAZON	SOCCER SUPPLIES	\$ 83.66	708760
101-779-7400.00	OPERATING SUPPLIES	DICKS SPORTING GOODS	MS FOOTBALL SUPPLIES	\$ 245.84	708760
101-779-7400.00	OPERATING SUPPLIES	DICKS SPORTING GOODS	MS FOOTBALL SUPPLIES/RETURN	\$ (245.84)	708760
101-779-7400.00	OPERATING SUPPLIES	DICKS SPORTING GOODS	MS FOOTBALL SUPPLIES	\$ 91.96	708760
101-779-7400.00	OPERATING SUPPLIES	ESP INSURANCE BROKERAGE LLC	YOUTH FOOTBALL INSURANCE	\$ 1,400.39	708760
101-779-7400.00	OPERATING SUPPLIES	LEAGUE OUTFITTERS	YOUTH FOOTBALL JERSEYS	\$ 416.85	708760
101-779-7400.00	OPERATING SUPPLIES	PRO TUFF DECALS	YOUTH FOOTBALL DECALS	\$ 217.25	708760
101-779-7400.00	OPERATING SUPPLIES	WILSON SPORTING GOODS	YOUTH FOOTBALL SUPPLIES	\$ 580.39	708760
		Total For Dept 779 RECREATION SPORTS		\$ 4,522.27	
Dept 781 MIDDLE SCHOOL SPORTS					
101-781-7080.00	CONTRACTUAL WAGES	EDVIN R RODAS LOPEZ	SOCCER OFFICIAL	\$ 204.00	138651
101-781-7080.00	CONTRACTUAL WAGES	JAIME RAMIREZ	SOCCER OFFICIAL	\$ 102.00	708755
101-781-7080.00	CONTRACTUAL WAGES	IVAN ROJAS-GALLEGOS	SOCCER OFFICIAL	\$ 102.00	708756
101-781-7080.00	CONTRACTUAL WAGES	ENRIQUE SOLIS	SOCCER OFFICIAL	\$ 102.00	708757
101-781-7080.00	CONTRACTUAL WAGES	GREG JAMES	VOLLEYBALL OFFICIAL	\$ 86.00	708780
101-781-7080.00	CONTRACTUAL WAGES	STEVEN D LEE	VOLLEYBALL OFFICIAL	\$ 86.00	708786
101-781-7400.00	OPERATING SUPPLIES	AMAZON	VOLLEYBALL SUPPLIES	\$ 207.72	708760
101-781-7400.00	OPERATING SUPPLIES	AMAZON	SOCCER SUPPLIES	\$ 83.66	708760
101-781-7400.00	OPERATING SUPPLIES	AMAZON	MS TENNIS BALLS	\$ 53.99	708760
101-781-7400.00	OPERATING SUPPLIES	TEAM GAZELLE	MS CROSS COUNTRY TANKS	\$ 447.00	138654
101-781-7400.00	OPERATING SUPPLIES	GRAND RAPIDS CHRISTIAN HS ATH	CROSS COUNTRY MEET	\$ 200.00	138664
101-781-7400.00	OPERATING SUPPLIES	GRAND RAPIDS PUBLIC SCHOOLS	CROSS COUNTRY INVITE	\$ 200.00	138665
101-781-7400.00	OPERATING SUPPLIES	CHRIS CASWELL	REIMB/CPR CERT	\$ 32.79	708770
101-781-7400.00	OPERATING SUPPLIES	TAYLOR ROEDL	CPR CERTIFICATION	\$ 32.79	708793
		Total For Dept 781 MIDDLE SCHOOL SPORTS		\$ 1,939.95	

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Dept 783 AQUATIC CLUB (WAVES)					
101-783-7400.00	OPERATING SUPPLIES	LESLIE'S POOL SUPPLIES INC	WP CHEMICALS	\$ 10.32	708748
101-783-9210.00	GAS SERVICE	DTE ENERGY	GAS BILLING-W POOL	\$ 144.84	708766
		Total For Dept 783 AQUATIC CLUB (WAVES)		\$ 155.16	
		Total For Fund 101 GENERAL FUND		\$ 166,665.36	
Fund 202 MAJOR STREET FUND					
Dept 447 CITY ENGINEERING					
202-447-8010.00	CONTRACTUAL SERVICES	MOORE & BRUGGINK INC	PLYMOUTH RD PROJ	\$ 3,022.55	708791
		Total For Dept 447 CITY ENGINEERING		\$ 3,022.55	
Dept 463 ROUTINE MAINTENANCE					
202-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO IN	ASPHALT RESTORATION	\$ 36.00	138650
202-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO IN	ASPHALT/POTHOLE PATCHING	\$ 110.16	138676
202-463-7400.27	MISC MATERIALS AND TOOLS	HOME DEPOT	TOOLS/MISC REPAIRS	\$ 155.03	708760
202-463-7400.30	ASPHALT OVERLAY, MASTIC & CRACK	CORDES	DPW SALT BARN PROJECT	\$ 3,611.93	138637
202-463-7400.30	ASPHALT OVERLAY, MASTIC & CRACK	CORDES	STREET MAT & SALT BARN	\$ 3,587.52	138663
202-463-8010.00	CONTRACTUAL SERVICES	CORDES	AGGREGATE/DPW SALT STORAGE PROJ	\$ 11,453.66	138637
202-463-8010.00	CONTRACTUAL SERVICES	M&K CONSTRUCTION SUPPLY LLC	SPOILS REMOVED	\$ 2,124.64	138644
202-463-8010.00	CONTRACTUAL SERVICES	M&K CONSTRUCTION SUPPLY LLC	SPOILS & RTN AGGREGATE	\$ 2,264.24	138644
202-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	SIDEWALK/LAKE & ORCHARD	\$ 1,593.75	138660
202-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	SIDEWALK/BOSTON	\$ 4,875.00	138660
202-463-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 46.01	708790
202-463-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 34.95	708790
202-463-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 43.67	708790
		Total For Dept 463 ROUTINE MAINTENANCE		\$ 29,936.56	
Dept 474 TRAFFIC SERVICES					

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202-474-7400.14	SIGNS, POSTS, BARRICADES	ULINE INC	TRAFFIC POSTS	\$ 965.44	708760
202-474-7400.14	SIGNS, POSTS, BARRICADES	FASTSIGNS OF GRAND RAPIDS	SIGNS	\$ 604.63	138639
202-474-8010.12	GR, KENT CNTY, CONSUMERS, SIGNA	VERIZON WIRELESS	TRAFFIC SIGNAL WIRELESS	\$ 175.16	138657
202-474-8010.12	GR, KENT CNTY, CONSUMERS, SIGNA	TRAFFIC LOGIX CORP	RSFS SUBSCRIPTION/ANNUAL	\$ 2,475.00	138680
202-474-8010.12	GR, KENT CNTY, CONSUMERS, SIGNA	CONSUMERS ENERGY	ELECTRIC SERVICE-8.22.24-9.20.24	\$ 1,053.58	708773
		Total For Dept 474 TRAFFIC SERVICES		\$ 5,273.81	
		Total For Fund 202 MAJOR STREET FUND		\$ 38,232.92	
Fund 203 LOCAL STREET FUND					
Dept 451 STREET CONSTRUCTION					
203-451-9730.02	OTHER STREET EXPENDITURES	AJZ CONCRETE LLC	SIDEWALK/GLADSTONE	\$ 2,362.50	138660
		Total For Dept 451 STREET CONSTRUCTION		\$ 2,362.50	
Dept 463 ROUTINE MAINTENANCE					
203-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO IN	ASPHALT RESTORATION	\$ 36.00	138650
203-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO IN	ASPHALT	\$ 1,085.76	138650
203-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO IN	ASPHALT/POTHOLE PATCHING	\$ 110.16	138676
203-463-7400.27	MISC. MATERIALS AND TOOLS	ARBICO ORGANICS	MOSQUITO CONTROL PELLETS	\$ 835.98	708760
203-463-7400.27	MISC. MATERIALS AND TOOLS	GROW IT DEPOT	MOSQUITO CONTOL PELLETS	\$ 714.44	708760
203-463-7400.27	MISC. MATERIALS AND TOOLS	HOME DEPOT	TOOLS/MISC REPAIRS	\$ 155.03	708760
203-463-7400.30	ASPHALT OVERLAY, MASTIC & CRACK	CORDES	DPW SALT BARN PROJECT	\$ 3,611.93	138637
203-463-7400.30	ASPHALT OVERLAY, MASTIC & CRACK	CORDES	STREET MAT & SALT BARN	\$ 3,587.52	138663
203-463-8010.00	CONTRACTUAL SERVICES	CORDES	AGGREGATE/DPW SALT STORAGE PROJ	\$ 11,453.66	138637
203-463-8010.00	CONTRACTUAL SERVICES	M&K CONSTRUCTION SUPPLY LLC	SPOILS REMOVED	\$ 2,124.64	138644
203-463-8010.00	CONTRACTUAL SERVICES	M&K CONSTRUCTION SUPPLY LLC	SPOILS & RTN AGGREGATE	\$ 2,264.23	138644
203-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	SIDEWALK/LAKE & ORCHARD	\$ 1,593.75	138660
203-463-8010.00	CONTRACTUAL SERVICES	KENT COUNTY REGISTER OF DEEDS	658 CAMBRIDGE/AGREEMENT RECORDING	\$ 30.00	138668
203-463-8010.00	CONTRACTUAL SERVICES	KENT COUNTY REGISTER OF DEEDS	2722 HALL ST - LIC AGREEMENT	\$ 30.00	138668
203-463-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 46.01	708790

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203-463-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 34.94	708790
203-463-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 43.67	708790
203-463-9700.00	CAPITAL EXPENDITURES	GROUNDHAWG EXCAVATING & LAND	LSL PROJECT	\$ 17,195.13	708747
		Total For Dept 463 ROUTINE MAINTENANCE		\$ 44,952.85	
Dept 474 TRAFFIC SERVICES					
203-474-7400.14	SIGNS, POSTS, BARRICADES	FASTSIGNS OF GRAND RAPIDS	SIGNS	\$ 604.63	138639
203-474-8010.00	CONTRACTUAL SERVICES	TRAFFIC LOGIX CORP	RSFS SUBSCRIPTION/ANNUAL	\$ 2,475.00	138680
		Total For Dept 474 TRAFFIC SERVICES		\$ 3,079.63	
		Total For Fund 203 LOCAL STREET FUND		\$ 50,394.98	
Fund 592 WATER & SEWER FUND					
Dept 542 MAINS AND HYDRANTS					
592-542-7400.00	OPERATING SUPPLIES	EAGLE MANUFACTURING	FUEL CANS/MISC	\$ 185.89	708760
592-542-7400.18	WATER MAIN MTRL AND ACCES	ETNA SUPPLY COMPANY	WATERMAIN PARTS	\$ 6,230.00	138638
592-542-7400.18	WATER MAIN MTRL AND ACCES	MUNICIPAL SUPPLY CO	PIPE FOR TIE IN/MANHATTAN	\$ 800.28	138671
592-542-7400.22	SPOILS	LAKESIDE AGGREGATE LLC	SPOILS DISPOSAL	\$ 393.75	138643
592-542-7400.22	SPOILS	M&K CONSTRUCTION SUPPLY LLC	SPOILS HAULED OUT	\$ 992.91	138644
592-542-7400.23	STAKING, SAMPLES, SMALL EQUIP, M	GEMPLER'S	MISS DIG FLAGS	\$ 362.25	708760
592-542-7400.23	STAKING, SAMPLES, SMALL EQUIP, M	HOME DEPOT	TOOLS/MISC REPAIRS	\$ 155.03	708760
592-542-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 46.02	708790
592-542-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 34.95	708790
592-542-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 43.66	708790
592-542-9570.00	PROFESSIONAL DEVELOPMENT	STATE OF MICHIGAN	EGLWATER SYSTEM TRAINING	\$ 70.00	708760
592-542-9570.00	PROFESSIONAL DEVELOPMENT	STATE OF MICHIGAN	EGLWATER SYS TRACKING/K WILEY	\$ 300.00	708760
592-542-9700.00	CAPITAL EXPENDITURES	EJ USA INC	CIPP LINING	\$ 56,484.13	708760
592-542-9700.00	CAPITAL EXPENDITURES	NORTHWEST KENT MECHANICAL C	CIPP/WATERMAIN PROJ	\$ 442.52	138648
592-542-9700.00	CAPITAL EXPENDITURES	NORTHWEST KENT MECHANICAL C	CIPP/WATERMAIN PROJ	\$ 533.17	138648
592-542-9700.00	CAPITAL EXPENDITURES	NORTHWEST KENT MECHANICAL C	CIPP/WATERMAIN PROJ	\$ 450.00	138648

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
592-542-9700.36	LEAD SERVICE LINE (LSL)	GROUNDHAWG EXCAVATING & LA	LSL PROJECT	\$ 51,585.41	708747
		Total For Dept 542 MAINS AND HYDRANTS		\$ 119,109.97	
Dept 550 SEWER EXPENDITURES					
592-550-8010.00	CONTRACTUAL SERVICES	PLUMMER'S ENVIRONMENTAL SER	TELEVISIONING	\$ 580.25	138674
592-550-8010.00	CONTRACTUAL SERVICES	PLUMMER'S ENVIRONMENTAL SER	TELEVISIONING	\$ 275.00	138674
592-550-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 46.02	708790
592-550-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 34.95	708790
592-550-8010.02	UNIFORMS	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/DPW	\$ 43.66	708790
592-550-9210.00	GAS SERVICE	DTE ENERGY	GAS BILLING-8.23.24-9.20.24	\$ 43.05	708766
		Total For Dept 550 SEWER EXPENDITURES		\$ 1,022.93	
		Total For Fund 592 WATER & SEWER FUND		\$ 120,132.90	
Fund 677 HEALTH CARE FUND					
Dept 852 HEALTH CARE ADMINISTRATION					
677-852-8310.00	LIFE AND AD&D INS. PREMIUM	MADISON NATIONAL LIFE INS CO IN	LTD & LIFE INS PREMIUMS-OCT	\$ 1,905.53	708751
677-852-8370.00	LTD INSURANCE PREMIUMS	MADISON NATIONAL LIFE INS CO IN	LTD & LIFE INS PREMIUMS-OCT	\$ 1,386.32	708751
		Total For Dept 852 HEALTH CARE ADMINISTRATION		\$ 3,291.85	
		Total For Fund 677 HEALTH CARE FUND		\$ 3,291.85	
Fund 692 MOTOR EQUIPMENT REVOLVING FUND					
Dept 570 MOTOR EQUIPMENT EXPENDITURES					
692-570-7540.00	OP. SUP - PARTS	MARK'S BODY SHOP	CHARGER/#274	\$ 1,031.50	138669
692-570-7540.00	OP. SUP - PARTS	CARLETON EQUIPMENT COMPANY	LATCH KIT/TOOLCATS	\$ 295.85	708769
692-570-7590.00	OP. SUP - GARAGE	PURITY CYLINDER GASES INC	PROPANE	\$ 74.34	138649
692-570-7590.00	OP. SUP - GARAGE	COREWELL HEALTH OCCUPATION	EMP SCREEN/KELLEY, RUSSELL & TUNGL	\$ 48.00	708774
692-570-7590.00	OP. SUP - GARAGE	COREWELL HEALTH OCCUPATION	DOT PHYSICALS/BASSET & BROWNEYE	\$ 88.00	708774
692-570-7620.00	OP. SUP - UL GAS	VAN MANEN PETROLEUM GROUP	FUEL/CITY VEHICLES	\$ 1,169.61	708758

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692-570-7620.00	OP. SUP - UL GAS	FLYERS ENERGY LLC	FUEL PURCHASE/PS	\$ 39.58	708776
692-570-7620.00	OP. SUP - UL GAS	VAN MANEN PETROLEUM GROUP	FUEL/CITY VEHICLES	\$ 47.50	708797
692-570-7630.00	OP. SUP - DIESEL FUEL	VAN MANEN PETROLEUM GROUP	FUEL/CITY VEHICLES	\$ 503.40	708758
692-570-7630.00	OP. SUP - DIESEL FUEL	VAN MANEN PETROLEUM GROUP	FUEL/CITY VEHICLES	\$ 47.50	708797
692-570-8010.00	CONTRACTUAL SERVICES	VERIZON CONNECT	GPS UNITS/ACCT#100000161949	\$ 259.70	708799
692-570-9300.00	REPAIRS & MAINTENANCE	AB SPRING SERVICE INC	#140 REPAIR SPRINGS/SUSPENSION	\$ 3,004.45	138659
692-570-9300.00	REPAIRS & MAINTENANCE	AB SPRING SERVICE INC	#141 OUTSIDE REPAIR/SUSPENSION	\$ 3,192.91	138659
692-570-9300.00	REPAIRS & MAINTENANCE	WEST MICHIGAN INTERNATIONAL	OIL PAN REPAIR/#155	\$ 1,271.67	708801
		Total For Dept 570 MOTOR EQUIPMENT EXPENDITURES		\$ 11,074.01	
		Total For Fund 692 MOTOR EQUIPMENT REVOLVING FUND		\$ 11,074.01	
Fund 701 TAX FUND					
Dept 000					
701-000-2181.00	DUE TO SET	KENT COUNTY TREASURER	CUR TAX 9.16.24-9.30.24	\$ 21,991.45	708781
701-000-2182.00	DELQ PERS-DUE TO SET	KENT COUNTY TREASURER	CUR TAX 9.16.24-9.30.24	\$ 90.00	708781
701-000-2183.00	TAX PENALTIES DUE TO SET	KENT COUNTY TREASURER	CUR TAX 9.16.24-9.30.24	\$ 453.96	708781
701-000-2191.00	DUE TO ITP	INTERURBAN TRANSIT PARTNERS	CUR TAX 9.16.24-9.30.24	\$ 5,112.97	708779
701-000-2192.00	DELQ PERS-DUE TO ITP	INTERURBAN TRANSIT PARTNERS	CUR TAX 9.16.24-9.30.24	\$ 21.11	708779
701-000-2193.00	TAX PENALTIES DUE TO ITP	INTERURBAN TRANSIT PARTNERS	CUR TAX 9.16.24-9.30.24	\$ 105.57	708779
701-000-2221.00	DUE TO COUNTY	KENT COUNTY TREASURER	CUR TAX 9.16.24-9.30.24	\$ 15,022.71	708781
701-000-2222.00	DELQ PERS-DUE TO COUNTY	KENT COUNTY TREASURER	CUR TAX 9.16.24-9.30.24	\$ 204.47	708781
701-000-2223.00	TAX PENALTIES DUE TO COUNTY	KENT COUNTY TREASURER	CUR TAX 9.16.24-9.30.24	\$ 343.75	708781
701-000-2232.00	DELQ PERS-DUE TO KDL	KENT DISTRICT LIBRARY	CUR TAX 9.16.24-9.30.24	\$ 88.08	708782
701-000-2233.00	TAX PENALTIES DUE TO KDL	KENT DISTRICT LIBRARY	CUR TAX 9.16.24-9.30.24	\$ 21.12	708782
701-000-2251.00	DUE TO EGR PUBLIC SCHOOLS	EGR PUBLIC SCHOOLS	CUR TAX 9.16.24-9.30.24	\$ 76,879.29	708775
701-000-2252.00	DELQ PERS-DUE TO EGRPS	EGR PUBLIC SCHOOLS	CUR TAX 9.16.24-9.30.24	\$ 263.11	708775
701-000-2253.00	TAX PENALTIES DUE TO EGRPS	EGR PUBLIC SCHOOLS	CUR TAX 9.16.24-9.30.24	\$ 1,577.60	708775
701-000-2341.00	DUE TO KISD	KENT INTERMEDIATE SCHOOL DIST	CUR TAX 9.16.24-9.30.24	\$ 19,799.63	708783
701-000-2342.00	DELQ PERS-DUE TO KISD	KENT INTERMEDIATE SCHOOL DIST	CUR TAX 9.16.24-9.30.24	\$ 81.67	708783

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701-000-2343.00	TAX PENALTIES DUE TO KISD	KENT INTERMEDIATE SCHOOL DIST	CUR TAX 9.16.24-9.30.24	\$ 408.81	708783
701-000-2351.00	DUE TO GRCC	GRAND RAPIDS COMMUNITY COLL	CUR TAX 9.16.24-9.30.24	\$ 6,212.89	708778
701-000-2352.00	DELQ PERS-DUE TO GRCC	GRAND RAPIDS COMMUNITY COLL	CUR TAX 9.16.24-9.30.24	\$ 25.62	708778
701-000-2353.00	TAX PENALTIES DUE TO GRCC	GRAND RAPIDS COMMUNITY COLL	CUR TAX 9.16.24-9.30.24	\$ 128.29	708778
		Total For Dept 000		\$ 148,832.10	
		Total For Fund 701 TAX FUND		\$ 148,832.10	
		Fund Totals:			
			Fund 101 GENERAL FUND	\$ 166,665.36	
			Fund 202 MAJOR STREET FUND	\$ 38,232.92	
			Fund 203 LOCAL STREET FUND	\$ 50,394.98	
			Fund 592 WATER & SEWER FUND	\$ 120,132.90	
			Fund 677 HEALTH CARE FUND	\$ 3,291.85	
			Fund 692 MOTOR EQUIPMENT REVOLVING F	\$ 11,074.01	
			Fund 701 TAX FUND	\$ 148,832.10	
			Total For All Funds:	\$ 538,624.12	

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10/21/2024	Laura Schwartz			\$538,624.12	
	Brad Hunter				
	Katie Favale				
Alternate:					
Alternate:					