

OFFICE OF THE CITY CLERK

AGENDA: MARCH 7, 2023 CITY OF KENTWOOD COMMISSION MEETING

- 1. Call meeting to order at 7:00 P.M.
- 2. Pledge of Allegiance to the Flag (Groce).
- 3. Invocation by Rev. Steve Hull, Princeton Christian Reformed Church.
- 4. Roll Call: Artz, Coughlin, Draayer, Groce, Morgan, Tyson, and Mayor Kepley.
- 5. Approve agenda.
- 6. Acknowledge visitors and those wishing to speak to non-agenda items.
- 7. Consent agenda. (roll call vote)
 - a. Receive and file minutes of the Committee of the Whole meeting held on February 21, 2023.
 - b. City Payables.
- 8. Approve minutes of the regular City Commission Meeting held on February 21, 2023 as distributed. (voice vote)
- Presentations and Proclamations.
 a. Fire Department 2022 annual report.
- 10. Communications and Petitions.
 - a. Authorize construction agreement for utilities and streets for Bretonfield Preserve phase 6. (voice vote)
 - b. Authorize MC Smith Associates as designated DNR grant consultant. (voice vote)
 - c. Notification of GVSU deer survey partnership. (information only)

- 11. Public Hearings.
 - a. SnackCraft building addition, 4444 52nd St SE
 - i. Conditional approval of major change to the PUD and approval of PUD site plan for SnackCraft subject to conditions 1-7 and basis points 1-5. (voice vote)
- 12. Reports of Ad Hoc Committees.
- 13. Bids.
 - a. Approve purchase of replacement office chairs. (voice vote)
 - b. Authorize contract for engineering services for Julivan Ave and Ridgewood St reconstruction. (voice vote)
- 14. Resolutions.
 - a. Res. 23 to approve contract with MDOT for 52nd Street reconstruction. (roll call vote)
 - b. Res. 23 to authorize application for a Safe Routes to School Grant for a pedestrian island on Forest Hill Ave. (roll call vote)
- 15. Ordinances.
- 16. Appointments and Resignations.
 - a. Approve appointment of Michael J Belisle to the Building Code Board of Appeals. (voice vote)
- 17. Quarterly, Semi-Annual or Annual Scheduled Reviews.
- 18. Old Business/Future Agenda Review.
- 19. Comments of Commissioners and Mayor.
- 20. Adjournment.

Becky L. Schultz Deputy City Clerk

PROPOSED MINUTES OF THE COMMITTEE OF THE WHOLE

February 21, 2023 Conference Room #119 5:30 P.M.

Present: Commissioners: Mayor Pro-Tem Robert Coughlin, Betsy Artz, Ron Draayer, Maurice Groce, Clarkston Morgan, Jessica Ann Tyson, and Mayor Stephen Kepley.

Staff present: Deputy Finance Director Bhama Cairns, Mayor's Executive Assistant Stephanie Fox, Deputy City Administrator Shay Gallagher, Economic Development Planner Lisa Golder, DPW Director Chad Griffin, Deputy Fire Chief Mike Hipp, Police Chief Bryan Litwin, City Clerk Dan Kasunic, Fire Chief Brent Looman, Senior Planner Joe Pung, Fire Department Administrative Assistant Nancy Shane, and Sabo Representative Anna Kendall and Lisa Taylor. Also present representative of Main Event Angel Robinson and Mike Gray.

PLANNING DEPARTMENT:

A. <u>RECOMMEND CONDITIONAL APPROVAL OF MAIN EVENT</u> <u>SPECIAL LAND USE AND SITE PLAN.</u>

Economic Planner Golder reviewed the request to serve alcohol by the glass by required approval of Special Land Use and Site Plan for Main Event located at Woodland Mall. She reviewed the size and conditions for approval. The representatives provided additional information and answered several questions of the committee related to security, alcohol and competition.

Motion by Kepley, seconded by Groce, to recommend approval of the Special Land Use and Site Plan for Main Event located at Woodland Mall with conditions and basis points.

Motion Carried.

B. <u>DISCUSSION ON RESIDENTIAL DESIGN ZONING ORDINANCE</u> <u>AMENDMENTS.</u>

Economic Development Planner Golder and Senior Planner Pung reviewed the proposed Zoning Ordinance amendments for Residential Architectural Design. They provided examples of type of housing that would be affected for new developments that included windows/transparency, facades/setback of garages. The committee discussed the Home Builders Association's concerns and requested more feedback and discussed what is doable. The next step would be going back to the Planning Commission, speaking with the Home Builders Association then bringing back to the Committee of the Whole. The meeting was adjourned at 7:52 P.M.

Dan Kasunic City Clerk Robert Coughlin Mayor Pro-Tem

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Total for fur	na IUI	GENERAL FUND	240,443.15	
Total for fur	nd 202	MAJOR STREET	2,110.64	
Total for fur	nd 203	LOCAL STREET	2,300.33	
Total for fur	nd 285	ECONOMIC DEVELOPMENT	115.46	
Total for fur	nd 351	DEBT SERVICE FUND 2003	6,765.00	
Total for fur	nd 401	PROPERTY BUILDING FUND	27,079.00	
Total for fur	nd 580	WATER FUND	56,657.02	
Total for fur	nd 590	SEWER FUND	7,957.93	
Total for fur	nd 630	SELF INSURANCE FUND	21,595.83	
Total for fur	nd 640	DPW EQUIPMENT FUND	1,759.60	
Total for fur	nd 642	POLICE CAPITAL ESCROW	36,379.40	
Total for fur	nd 703	TAX COLLECTION FUND	2,994,280.03	
TOTAL - ALL F	TUNDS		3,397,443.39	

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Check Date	Bank Check #	Payee	Description	GL #	Amount
02/17/2023	AP-MB 261813	CITY OF KENTWOOD TREASURER	DUE TO CUSTOMER	703-000-202.001	10.50
02/17/2023	AP-MB 261814	GREUNE DAVID	DUE TO CUSTOMER	703-000-202.001	41.33
02/17/2023	AP-MB 650(A)	BRINK WOOD PRODUCTS	GRIND AND DISPOSE OF BRUSH WASTE	101-441-963.000	6,800.00
02/17/2023	AP-MB 651(A)	COURTESY DODGE	INVENTORY MTR POOL PARTS	101-000-114.000	58.86
02/17/2023	AP-MB 652(A)	ETNA SUPPLY	MEADOWLANE DR RECONSTRUCTION	580-580-975.000	45,756.75
02/17/2023	AP-MB 653(A) 653(A)	FIRE FIGHTER SALES & SERVICE	REPAIR REPAIR	101-336-934.000 101-691-934.000	91.25 307.16
					398.41
02/17/2023	AP-MB 654(A)	SHELBY HENSHAW	SUPPLIES REIMB	101-691-740.000	177.77
02/17/2023	AP-MB 655(A)	KENI HUDENKO	VEHICLE MILEAGE - JAN 2023	101-691-864.000	59.80
02/17/2023	AP-MB 656(A)	LRE ENGINEERS & SURVEYORS	JEFFERSON RECON	203-203-810.000	541.81
02/17/2023	AP-MB 657(A)	MAURER'S TEXTILE RENTAL	UNIFORM EXPENSE	101-441-743.000	293.24
02/17/2023	AP-MB 658(A)	NYE UNIFORM	UNIFORM EXPENSE	101-301-743.000	926.00
	658 (A)		UNIFORM EXPENSE	101-336-743.000	1,640.50
					2,566.50
02/17/2023	AP-MB 659(A)	PREIN & NEWHOF PC	MEADOWLANE DRIVE RECON	203-203-810.000	641.04
	659(A)		MEADOWLANE DRIVE RECON	580-580-810.000	242.40
	659 (A)		ENGINEERING SERVICES	590-590-810.000	331.56
					1,215.00
02/17/2023	AP-MB 660(A)	COURIERED LLC	CONTRACTUAL SERVICES - JAN 2023	101-101-801.000	434.00
02/17/2023	AP-MB 661(A)	ANN PRZYBYSZ	SUPPLIES REIMB	101-691-740.000	38.75
	661(A)		VEHICLE MILEAGE - JAN 2023	101-691-864.000	52.65
	661 (A)		VEHICLE MILEAGE - JAN 2023	101-693-864.000	24.70
					116.10
02/17/2023	AP-MB 662(A)	SMART BUSINESS SOURCE LLC	SUPPLIES	101-101-740.000	129.49
	662 (A)		SUPPLIES	101-201-740.000	128.02
	662 (A)		SUPPLIES	101-215-740.000	51.24
	662 (A)		OFFICE SUPPLIES	101-301-727.000	714.34

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
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02/17/2023	AP-MB	663 (A)	WKTV	QTR TSFR- CEG (COMCAST) QE 12/31/22	101-101-808.452	23,190.14
		663 (A)		QTR TSFR- CAS (COMCAST) QE 12/31/22	101-101-808.452	42,901.70
						66,091.84
02/23/2023	AP-MB	261815	AD-AMERICA MARKETING GROUP	SHIRTS FOR V-DAY DASH - 5K RUN 2022	101-693-740.000	1,583.68
02/23/2023	AP-MB	261816	ADN ADMINISTRATORS, INC.	CONTRACTUAL SERV-DENTAL-MARCH 2023	630-630-801.000	1,180.00
		261816		CONTRACTUAL SERV-VISION-MARCH 2023	630-635-801.000	225.00
						1,405.00
02/23/2023	AP-MB	261817	ALL AMERICAN GASKET INC	SUPPLIES	580-580-740.000	462.60
02/23/2023	AP-MB	261818	AT&T	TELEPHONE - ASE - 2/8-3/7/23	101-101-850.000	820.00
02/23/2023	AP-MB	261819	AT&T MOBILITY	WI-FI VARIOUS-CHG ACCT#287303434683	101-101-850.000	543.60
		261819		ACCT#287290134314 - 1/7-2/6/23	101-301-850.000	18.12
		261819		ACCT#287290134314 - 1/7-2/6/23	101-449-850.000	18.12
						579.84
02/23/2023	AP-MB	261820	BEUTE JOSHUA H	DUE TO CUSTOMER	703-000-202.001	1,267.87
02/23/2023	AP-MB	261821	BLACKBURN MFG CO	SUPPLIES	580-580-740.000	92.50
		261821		SUPPLIES	590-590-740.000	548.02
						640.52
02/23/2023	AP-MB	261822	BUIST ELECTRIC CO	REPAIR	101-136-934.000	400.00
02/23/2023	AP-MB	261823	CALEDONIA COMMUNITY SCHOOLS	TAX - S TAX 22	703-000-225.050	4,621.70
02/23/2023	AP-MB	261824	CALEDONIA COMMUNITY SCHOOLS	TAX - W TAX 22	703-000-225.050	260,804.16
02/23/2023	AP-MB	261825	CAROLE'S CATERING	SUPPLIES - 2/6/23	101-691-740.000	1,625.00
02/23/2023	AP-MB	261826	CHRISTPOHER E CHORYAN	OFFICIATING PAY P.E 2/17/23	101-691-801.000	60.00
02/23/2023	AP-MB	261827	CITY OF KENTWOOD TREASURER	DUE TO CUSTOMER	703-000-202.001	415.86
02/23/2023	AP-MB	261828	CONSUMERS ENERGY	100084342698	202-202-778.001	30.97
02/23/2023	AP-MB	261829	CONSUMERS ENERGY	ELECTRIC BORING CHARGES	401-401-975.000	2,085.00
02/23/2023	AP-MB	261830	CORELOGIC CENTRALIZED REFUNDS	DUE TO CUSTOMER	101-000-202.001	8.06

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703-000-202.001

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Check Date	Bank Check #	Payee	Description	GL #	Amount
					814.10
02/23/2023	AP-MB 261831	CORELOGIC CENTRALIZED REFUNDS	DUE TO CUSTOMER	101-000-202.001	8.06
	261831		DUE TO CUSTOMER	703-000-202.001	806.04
					814.10
02/23/2023	AP-MB 261832	CORELOGIC COMMERCIAL REAL	DUE TO CUSTOMER	703-000-202.001	2,242.39
02/23/2023	AP-MB 261833	CORPORATE TECHNOLOGIES LLC	STORED DATA BACKUP - FEBRUARY 2023	101-258-801.000	400.00
02/23/2023	AP-MB 261834	DRIVERS LICENSE GUIDE COMPANY	SUPPLIES - LESS TAX \$1.91	101-215-740.000	31.95
02/23/2023	AP-MB 261835	ELEVATOR SERVICE LLC	REPAIR	101-738-934.000	770.34
02/23/2023	AP-MB 261836	EPIC RACE TIMING LLC	5K ON 2/11/23 VALENTINES DASH	101-693-801.000	950.00
	261836		GENERIC WHITE BIBS	101-693-801.000	36.00
					986.00
02/23/2023	AP-MB 261837	DYLAN ERRIDGE	VEHICLE MILEAGE - JANUARY 2023	580-580-864.000	19.50
	261837		VEHICLE MILEAGE - JANUARY 2023	590-590-864.000	19.50
					39.00
02/23/2023	AP-MB 261838	PAIGE FILIPSKI	EDUCATION & TRAINING - 2/10-2/11/23	3 101-301-956.000	33.16
02/23/2023	AP-MB 261839	FIRST STOP HEALTH, LLC	CONTRACTUAL SERV - MARCH 2023	630-625-801.000	1,057.30
02/23/2023	AP-MB 261840	FOREST HILLS PUBLIC SCHOOLS	TAX - S TAX 22	703-000-225.110	1,142.32
02/23/2023	AP-MB 261841	FOREST HILLS PUBLIC SCHOOLS	TAX - W TAX 22	703-000-225.110	290,888.29
)2/23/2023	AP-MB 261842	GORDON FOOD SERVICE	SUPPLIES	101-301-740.000	30.87
	261842		SUPPLIES	101-691-740.000	149.77
	261842		SUPPLIES - DADDY/DAUGHTER	101-693-740.000	39.55
	261842		SUPPLIES - VALENTINES 5K	101-693-740.000	39.54
					259.73
02/23/2023	AP-MB 261843	GRAINGER INC	SUPPLIES	101-441-740.000	668.22
	261843		SUPPLIES	580-580-740.000	16.91
	261843		MAINTENANCE PUMP EQUIP	580-580-783.000	557.16
					1,242.29
02/23/2023	AP-MB 261844	GRAND RAPIDS CITY TREASURER	WS2038907 - 10/12/22-1/23/23	101-336-922.000	16.50
	261844		WS2038906 - 11/4-22-2/9/23	101-336-922.000	120.10
	261844		WS2038905 - 10/12/22-1/23/23	101-336-922.000	533.33

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	261844		WS2178506-COVENANT-11/4/22-2/9/23	101-441-922.000	67.69
	261844		WS2178505-COVENANT-10/14/22-	101-441-922.000	167.34
	261844		WS2049509 - 10/21/22-2/1/23	101-441-922.000	222.14
	261844		WS2044911 - 10/25/22-2/3/23	101-441-922.000	87.19
	261844		WS2049479 - 10/21/22-2/1/23	101-441-922.000	6.17
	261844		WS2157879 - 10/17/22-1/30/23	202-202-922.000	12.16
	261844		WS2166396 - 10/24/22-2/2/23	202-202-922.000	3.79
	261844		WS2149062 - 10/17/22-1/30/23	202-202-922.000	25.20
					1,261.61
02/23/2023	AP-MB 261845	GRAND RAPIDS CITY TREASURER	PARKING - DEC 2022- JAN 2023	101-101-963.000	39.75
02/23/2023	AP-MB 261846	GRAND RAPIDS COMMUNITY COLLEGE	e tax - s tax 22	703-000-224.001	792.38
)2/23/2023	AP-MB 261847	GRAYBAR	SUPPLIES	101-136-740.000	114.15
	261847		SUPPLIES	101-301-740.000	266.35
	261847		SUPPLIES	101-441-740.000	0.02
261847	261847		SUPPLIES	101-738-740.000	68.10
					448.62
02/23/2023	AP-MB 261848	INTERURBAN TRANSIT PARTNERSHI	p tax - s tax 22	703-000-223.001	652.75
02/23/2023	AP-MB 261849	KELLOGGSVILLE PUBLIC SCHOOLS	TAX - S TAX 22	703-000-225.140	1,162.88
02/23/2023	AP-MB 261850	KELLOGGSVILLE PUBLIC SCHOOLS	TAX - W TAX 22	703-000-225.140	106,274.16
02/23/2023	AP-MB 261851	KENT COUNTY ROAD COMMISSION	MAINT ROAD & STREET-JAN 2023	202-202-778.001	161.18
02/23/2023	AP-MB 261852	KENT COUNTY TREASURER	TAX - S TAX 22	703-000-222.000	1,916.14
2/23/2023	AP-MB 261853	KENT COUNTY TREASURER	TAX - W TAX 22	703-000-222.000	461,495.64
2/23/2023	AP-MB 261854	KENT COUNTY TREASURER	MOBILE HOME PRK FEES-FEB 2023	101-000-222.000	526.00
	261854		MOBILE HOME PRK FEES-SET-FEB 2023	101-000-225.000	2,104.00
					2,630.00
2/23/2023	AP-MB 261855	KENT DISTRICT LIBRARY	TAX - W TAX 22	703-000-223.000	290,016.49
02/23/2023	AP-MB 261856	KENT INTERMEDIATE SCHOOL DIST	TAX - S TAX 22	703-000-224.000	2,525.59
02/23/2023	AP-MB 261857	CITY OF KENTWOOD TREASURER	SETTLEMENT CLEAN UP	703-000-226.001	305.24

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Check Date	Bank Check #	Payee	Description	GL #	Amount
02/23/2023	AP-MB 261859	KIESLER'S POLICE SUPPLY	AIMPOINT MICRO T-2 2MOA W/STD MOUNT	642-642-975.000	7,198.50
02/23/2023	AP-MB 261860	ANDREW JOSEPH KOVAC	OFFICIATING PAY P.E 2/17/23	101-691-801.000	60.00
02/23/2023	AP-MB 261861	DYLAN DUANE KRAAYENBRINK	PHOTOGRAPHY - VALENTINE 5K	101-693-801.000	175.00
02/23/2023	AP-MB 261862	HILARY KUIPERS	EDUCATION & TRAINING - 2/10/23	101-301-956.000	32.31
02/23/2023	AP-MB 261863	LYNN PEAVEY CO	SUPPLIES	101-301-740.000	93.68
02/23/2023	AP-MB 261864	THE MACOMB GROUP INC	SUPPLIES	101-738-740.000	250.00
02/23/2023	AP-MB 261865	MADISON NATIONAL LIFE	PREPAID LIFE INSURANCE-MARCH 2023	101-000-123.717	2,574.08
	261865		PREPD LONGTERM DISAB INS-MARCH 2023	101-000-123.721	4,865.57
	261865		S-T-D INS - MARCH 2023	101-000-229.000	1,212.65
	261865		EE VOL LIFE INS - MARCH 2023	101-000-229.001	481.83
					9,134.13
02/23/2023	AP-MB 261866	MED-1 LEONARD LLC	SUPPLIES	101-691-740.000	23.00
02/23/2023	AP-MB 261867	MENARDS-WYOMING	SUPPLIES	101-336-740.000	87.95
	261867		SUPPLIES	101-441-740.000	67.42
					155.37
02/23/2023	AP-MB 261868	MIDWEST AIR FILTER, INC.	SUPPLIES	101-336-740.000	35.84
	261868		SUPPLIES	101-738-740.000	20.67
					56.51
02/23/2023	AP-MB 261869	LUKE MILLER	PARKING - 2/14/23	101-301-740.000	24.00
02/23/2023	AP-MB 261870	PENNEY PROPERTY SUB HOLDINGS	DUE TO CUSTOMER	703-000-202.001	14,842.14
02/23/2023	AP-MB 261871	PINE REST CHRISTIAN MENTAL	CONTRACTUAL SERVICES - C.S	101-301-801.000	1,250.00
	261871		CONTRACTUAL SERVICES - Z.V	101-301-801.000	1,250.00
					2,500.00
02/23/2023	AP-MB 261872	PM ENGRAVING	SUPPLIES - VALENTINES 5K	101-693-740.000	306.00
02/23/2023	AP-MB 261873	QUALITY AIR HEATING & COOLING	REPAIR & MAIT-PARKS-COVENANT	101-441-934.208	522.00
	261873		REPAIR	101-738-934.000	234.00
					756.00
02/23/2023	AP-MB 261874	REVIZE, LLC	2023 ANNUAL FEE - WEBSITE HOSTING	101-101-801.000	3,200.00

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02/23/2023	AP-MB	261875	PETER J SALHANEY	OFFICIATING PAY - P.E. 2/17/23	101-691-801.000	40.00
02/23/2023	AP-MB	261876	CHAD SATHER	PESTICIDE CERT RENEWAL - REIMB	101-441-956.000	75.00
02/23/2023	AP-MB	261877	SECURALARM	REPAIR	101-101-934.000	45.00
		261877		REPAIR	101-301-934.000	45.00
						90.00
02/23/2023	AP-MB	261878	SPARTAN STORES LLC	SUPPLIES	101-691-740.000	113.20
		261878		SUPPLIES - DADDY/DAUGHTER	101-693-740.000	212.92
						326.12
02/23/2023	AP-MB	261879	STATE OF MICHIGAN	S.O.R. REG - P.E 1/31/23	101-000-630.000	450.00
02/23/2023	AP-MB	261880	T. REX & THE RABBIT FOODS, LLC	CONTRACTUAL SERVICES	101-691-801.000	75.00
02/23/2023	AP-MB	261881	TELNET WORLDWIDE INC	TELEPHONE - 2/15-3/14/23	101-101-850.000	790.21
02/23/2023	AP-MB	261882	ULINE	SUPPLIES	101-301-740.000	168.00
02/23/2023	AP-MB	261883	VERIZON WIRELESS	TELEPHONE - 2/11-3/10/23	101-136-850.000	92.92
		261883		TELEPHONE - 2/11-3/10/23	101-137-850.000	23.34
		261883		TELEPHONE - 2/11-3/10/23	101-201-850.000	119.75
		261883		TELEPHONE - 2/11-3/10/23	101-253-850.000	47.73
		261883		TELEPHONE - 2/11-3/10/23	101-258-850.000	95.46
		261883		TELEPHONE - 2/11-3/10/23	101-371-850.000	140.75
		261883		TELEPHONE - 2/11-3/10/23	101-441-850.000	634.62
		261883		TELEPHONE - 2/11-3/10/23	101-691-850.000	154.23
		261883		TELEPHONE - 2/11-3/10/23	101-693-850.000	18.00
		261883		TELEPHONE - 2/11-3/10/23	580-580-850.000	129.25
						1,456.05
02/23/2023	AP-MB	261884	ZIMMER, SHANNA	Water RTS	580-000-040.000	6.25
		261884		Water	580-000-040.000	99.62
		261884		Sewer	590-000-040.000	44.07
		261884		Sewer RTS	590-000-040.000	5.40
						155.34
02/24/2023	AP-MB	664 (A)	APPLIED INNOVATION	MAINT AGREEMENTS-MIDC- 2/12-5/11/23	101-000-071.000	26.32
		664 (A)		MAINT AGREEMENTS - 2/12-5-/11/23	101-101-941.000	2,174.69
		664 (A)		MAINT AGREEMENTS - 2/12-5/11/23	101-136-941.000	861.05
		664 (A)		MAINT AGREEMENTS - 2/12-5/11/23	101-301-941.000	2,200.32
		664 (A)		MAINT AGREEMENTS - 2/12-5/11/23	101-336-941.000	360.32

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
		664 (A)		MAINT AGREEMENTS - 2/12-5/11/23	101-441-941.000	542.96
		664 (A)		MAINT AGREEMENTS - 2/12-5/11/23	101-691-941.000	879.79
						7,045.45
2/24/2023	AP-MB	665 (A)	BRADLEY'S ACE HARDWARE	CASH DISCOUNTS	101-000-687.000	(2.00)
		665 (A)		SUPPLIES	580-580-740.000	99.81
						97.81
02/24/2023	AP-MB	666 (A)	KATELYN BUSH	SUPPLIES REIMB	101-691-740.000	183.76
)2/24/2023	AP-MB	667 (A)	REBECCA CAJKA	OFFICIATING PAY P.E 2/17/23	101-691-801.000	60.00
02/24/2023	AP-MB	668 (A)	ETNA SUPPLY	H2O METER, 2" OMNI T-2	580-000-152.002	7,290.00
)2/24/2023	AP-MB	669 (A)	FUEL MANAGEMENT SYSTEM	GASOLINE EXP 7079	101-301-862.000	5,588.99
		669 (A)		GASOLINE EXP 7076	101-336-862.000	1,949.64
		669 (A)		GASOLINE EXP 7078	101-371-862.000	190.73
		669 (A)		GASOLINE EXP 7077	101-441-862.000	2,530.17
		669 (A)		GASOLINE EXP 9639	101-449-862.000	89.21
		669(A)		GASOLINE EXP 7080	101-691-862.000	64.53
						10,413.27
2/24/2023	AP-MB	670 (A)	KENDALL ELECTRIC INC	SUPPLIES	101-136-740.000	70.82
		670(A)		SUPPLIES	101-301-740.000	165.24
		670(A)		SUPPLIES	101-441-740.000	13.83
						249.89
02/24/2023	AP-MB	671(A)	MAURER'S TEXTILE RENTAL	UNIFORM EXPENSE	101-441-743.000	295.24
2/24/2023	AP-MB	672 (A)	NYE UNIFORM	UNIFORM EXPENSE	101-301-743.000	753.00
2/24/2023	AP-MB	673 (A)	PREIN & NEWHOF PC	MEADOWLANE DR RECON	203-203-810.000	1,117.48
		673 (A)		MEADOWLANE DR RECON	580-580-810.000	429.43
		673(A)		MEADOWLANE DR RECON	590-590-810.000	556.20
						2,103.11
2/24/2023	AP-MB	674 (A)	ANN PRZYBYSZ	SUPPLIES REIMB	101-691-740.000	27.93
2/24/2023	AP-MB	675 (A)	ROWE PROFESSIONAL SERVICES	SHAFFER ROAD TRAFFIC STUDY	202-202-810.000	1,788.75
02/24/2023	AP-MB	676(A)	SMART BUSINESS SOURCE LLC	SUPPLIES	101-101-740.000	194.61
		676(A)		SUPPLIES	101-215-740.000	15.30
		676 (A)		SUPPLIES	101-226-740.000	50.83

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Check Date	Bank Ch	leck #	Payee	Description	GL #	Amount
	676	6(A)		OFFICE SUPPLIES	101-301-727.000	91.64
	676	6(A)		SUPPLIES	101-441-740.000	451.76
	676	6(A)		SUPPLIES	101-449-740.000	67.68
						871.82
02/24/2023	AP-MB 677	7(A)	VRC COMPANIES	OTHER EXPENSES - FEB 2023	101-101-963.000	54.16
	677	7(A)		SUPPLIES-RECORD RETENTION-FEB 2023	101-209-740.000	6.16
	677	7(A)		SUPPLIES-RECORD RETENTION-FEB 2023	101-301-740.000	284.68
	677	7(A)		SUPPLIES-RECORD RETENTION-FEB 2023	101-371-740.000	57.73
	677	7(A)		SUPPLIES-RECORD RETENTION-FEB 2023	101-400-740.000	20.54
	677	7(A)		SUPPLIES-RECORD RETENTION-FEB 2023	101-449-740.000	54.61
	677	7(A)		SUPPLIES-RECORD RETENTION-FEB 2023	285-285-740.000	4.46
						482.34
02/24/2023	AP-MB 678	8 (A)	WEST MICHIGAN JANITORIAL	COVENANT PARK - JANUARY 2023	101-441-801.000	425.00
)3/02/2023	AP-MB 261	1885	ADN ADMINISTRATORS, INC.	CLAIMS - DENTAL - FEBRUARY 2023	630-630-964.720	15,905.61
		1885		CLAIMS-VISION - FEBRUARY 2023	630-635-964.722	3,227.92
						19,133.53
03/02/2023	AP-MB 261	1886	ADVANCED DOCUMENT DESTRUCTION	SUPPLIES	101-215-740.000	840.00
03/02/2023	AP-MB 261	1887	APOLLO FIRE APPARATUS REPAIR	INVENTORY MTR POOL PARTS	101-000-114.000	2,862.44
3/02/2023	AP-MB 261	1888	Τ&TA	831 001 0836 727 - 2/7-3/6/23	101-101-850.000	1,309.50
	261	1888		831 001 0837 144	101-101-850.000	1,972.23
	261	1888		616 656 3333 777 0 - 2/19-3/18/23	101-101-850.000	50.43
	261	1888		616 698 6580 556 3 - 2/19-3/18/23	101-301-850.000	3,235.24
	261	1888		616 554 1233 256 7 - 2/19-3/18/23	101-738-850.000	50.33
						6,617.73
03/02/2023	AP-MB 261	1889	AUTO SHADE	CAPITAL OUTLAY	642-642-975.000	260.00
03/02/2023	AP-MB 261	1890	THE BANK OF NEW YORK MELLON	IMMS 8504808400 KENTWOD LTG 13	351-351-995.000	6,765.00
)3/02/2023	AP-MB 261	1891	BERGER CHEVROLET	INVENTORY MTR POOL PARTS	101-000-114.000	1,724.23
	261	1891		2023 CHEVY EQUINOX LS AWD	401-401-975.000	24,994.00
	261	1891		2023 CHEVY EQUINOZ LS AWD	642-642-975.000	24,994.00
						51,712.23
03/02/2023	AP-MB 261	1892	BLOOM SLUGGETT, PC	legal fees - january 2023	101-101-804.000	18,726.00
	261	1892		LEGAL FEES - JANUARY 2023	101-301-804.000	18,000.00
	261	1892		CONTRACTUAL SERV - JANUARY 2023	285-285-801.000	111.00

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Check Date	Bank Check #	Рауее	Description	GL #	Amount
					36,837.00
3/02/2023	AP-MB 261893	BYRON-GAINES UTILITY AUTHORITY	SEWER SERVICES PURCH - JAN 2023	590-590-961.000	3,853.18
3/02/2023	AP-MB 261894	CHERRY VALLEY STOVE & SAW	INVENTORY MTR POOL PARTS	101-000-114.000	34.27
3/02/2023	AP-MB 261895	JOHN MICHAEL CHRISTENSEN	VISITING JUDGE - 2/21/23	101-136-801.000	419.50
3/02/2023	AP-MB 261896	CITY OF KENTWOOD TREASURER	DUE TO CUSTOMER	703-000-202.001	1,407.02
3/02/2023	AP-MB 261897	CNA SURETY DIRECT BILL	NOTARY - AMY PAYNE	101-301-740.000	55.00
3/02/2023	AP-MB 261898	CONSUMERS ENERGY	100013677677	101-336-920.000	1,317.12
	261898		100011131024	101-441-920.000	77.64
	261898		100019448198	101-441-920.000	33.14
	261898		103037845452 - COVENANT PARK	101-441-920.000	851.82
	261898		100077120697	202-202-778.001	28.81
	261898		100079875348	202-202-778.001	30.97
	261898		100014708596	202-202-778.002	28.81
					2,368.31
3/02/2023	AP-MB 261899	CORELOGIC COMMERCIAL REAL	DUE TO CUSTOMER	703-000-202.001	58,973.66
3/02/2023	AP-MB 261900	COURT COMPLIANCE CORPORATION	CONTRACTUAL SERVICES - JAN 2023	101-136-801.000	2,258.30
3/02/2023	AP-MB 261901	FIFTH THIRD BANK	KENTWOOD PENSION PE 2/24/23	101-000-245.000	3,555.77
3/02/2023	AP-MB 261902	FLUID CONNECTIONS INC	INVENTORY MTR POOL PARTS	101-000-114.000	838.81
3/02/2023	AP-MB 261903	FOX FORD	INVENTORY MTR POOL PARTS	101-000-114.000	26.96
3/02/2023	AP-MB 261904	FREIGHTLINER OF GRAND RAPIDS	INVENTORY MTR POOL PARTS	101-000-114.000	12.91
3/02/2023	AP-MB 261905	FRICKE ASPHALT MAINTANCE LLC	ASPHALT REPAIR @ 211 MONTEBELLO	590-590-934.000	2,600.00
3/02/2023	AP-MB 261906	GFL ENVIRONMENTAL USA INC.	CONTRACTUAL SERVICES - MARCH 2023	101-101-801.000	207.11
3/02/2023	AP-MB 261907	GRAND RAPIDS CITY TREASURER	BGR21-004 - PESC210004	101-000-202.001	4,480.00
3/02/2023	AP-MB 261908	HOEKSTRA TRUCK EQUIPMENT CO.,	CAPITAL OUTLAY	640-640-975.000	874.60
3/02/2023	AP-MB 261909	INTERPHASE INTERIORS	VERY SIDE STOOL BAR HEIGHT	642-642-975.000	2,553.04
-, -2, 2020	261909		JIVE TABLE ROUND BAR HEIGHT	642-642-975.000	473.86
	201000		INDED NOOND DINN NETONI		1,0.00

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					3,926.90
03/02/2023	AP-MB 26191	0 KENOWA MUN FED CREDIT UNION	UNION -SGTS 47629-001 PE 2/24/23	101-000-238.000	275.00
03/02/2023	AP-MB 26191	1 KENT COMMUNICATIONS INC	SERVICES	101-209-801.000	1,038.45
03/02/2023	AP-MB 26191	2 KENT COMMUNICATIONS INC	PRINTING & PUBLISHING	101-253-900.000	179.81
03/02/2023	AP-MB 26191	3 KENT COUNTY TREASURER	SET - S TAX 22	703-000-228.000	3,683.17
03/02/2023	AP-MB 26191	4 CITY OF KENTWOOD - UTILITY	WATER & SEWER EXP - 208-5340-68-00	101-336-922.000	498.72
	26191	4	WATER & SEWER EXP - 207-0001-01-00	101-441-922.000	11.65
					510.37
03/02/2023	AP-MB 26191	5 LANGUAGE LINE SERVICES	9020508015 - JANUARY 2023	101-136-801.000	1,307.08
03/02/2023	AP-MB 26191	6 MED-1 BRETON	SUPPLIES	101-171-740.000	55.00
	26191	6	SUPPLIES	101-301-740.000	35.00
					90.00
03/02/2023	AP-MB 26191	7 MENARDS-WYOMING	SUPPLIES	580-580-740.000	124.84
03/02/2023	AP-MB 26191	8 MICHIGAN MUNICIPAL LEAGUE	2023 MML CAPITAL CONF - S. KEPLEY	101-171-956.000	325.00
03/02/2023	AP-MB 26191	9 MILLER, JOHNSON, SNELL &	legal fees - january 2023	101-101-804.000	267.00
03/02/2023	AP-MB 26192	0 MISDU	WITHLD FOC PE 2/24/23	101-000-231.000	1,188.27
03/02/2023	AP-MB 26192	1 NAPA AUTO PARTS	INVENTORY MTR POOL PARTS	101-000-114.000	1,623.05
	26192	1	SUPPLIES	101-441-740.000	232.94
					1,855.99
03/02/2023	AP-MB 26192	2 ON DUTY GEAR, LLC	ARMOR EXPRESS RAZO II, VEST	101-301-743.000	5,285.00
03/02/2023	AP-MB 26192	3 ORKIN	CONTRACTUAL SERVICES - FEB 2023	101-336-801.000	73.48
03/02/2023	AP-MB 26192	4 PFEIFFER COLLISION CENTERS	CLAIMS	101-301-964.000	3,595.27
03/02/2023	AP-MB 26192	5 PINE REST CHRISTIAN MENTAL	CONTRACTUAL SERVICES - A.C.	101-301-801.000	1,250.00
	26192	5	CONTRACTUAL SERVICES - D.S.	101-301-801.000	1,250.00
					2,500.00
03/02/2023	AP-MB 26192	6 PM ENGRAVING	SUPPLIES - VALENTINES 5K	101-693-740.000	20.00
03/02/2023	AP-MB 26192	7 PUBLIC AGENCY TRAINING COUNCI	L EDUCATION & TRAINING - 4/3-4/7/23	101-301-956.000	695.00

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Check Date	Bank Ch	neck #	Payee	Description	GL #	Amount
03/02/2023	AP-MB 26	1928	PURCHASE POWER	POSTAGE-3947	101-101-728.000	798.58
03/02/2023	AP-MB 26	1929	PURITY CYLINDER GASES	SUPPLIES	101-441-740.000	(150.16)
	26	1929		GASOLINE EXPENSE	101-441-862.000	109.17
	26	1929		REPAIR	101-441-934.000	124.00
						83.01
03/02/2023	AP-MB 26	1930	QUADIENT INC.	EQUIPMENT MAINTENANCE ANNUAL	101-101-728.000	696.00
	26	1930		METER RENTAL	101-101-728.000	480.00
						1,176.00
03/02/2023	AP-MB 26	1931	RHD TIRE COMPANY	INVENTORY MTR POOL PARTS	101-000-114.000	706.64
03/02/2023	AP-MB 26	1932	ROAD EQUIPMENT PARTS CENTER	INVENTORY MTR POOL PARTS	101-000-114.000	383.22
03/02/2023	AP-MB 26	1933	SECURITY INC.	CONTRACTUAL SERVICES - JANUARY 2023	101-136-801.000	298.58
	26	1933		CONTRACTUAL SERVICES - JANUARY 2023	101-253-801.000	298.58
						597.16
03/02/2023	AP-MB 26	1934	SELECT FASTENERS FAST	SUPPLIES	101-441-740.000	189.39
03/02/2023	AP-MB 26	1935	LEKESHA SHAUGHNESSY	TELEPHONE - JANUARY-FEBRUARY 2023	101-371-850.000	90.00
03/02/2023	AP-MB 26	1936	DUSTIN SHROLL	TOOL ALLOWANCE - D. SHROLL	101-441-740.000	435.80
03/02/2023	AP-MB 26	1937	SMART SOURCE LLC	SUPPLIES	101-136-740.000	235.81
03/02/2023	AP-MB 26	1938	SOFTWARE ENGINEERING OF	MNT AUDIT - 4/1/23-3/31/24	101-136-941.000	1,324.00
03/02/2023	AP-MB 26	1939	SPARTAN STORES LLC	SUPPLIES	101-691-740.000	12.37
03/02/2023	AP-MB 26	1940	STATE OF MICHIGAN	WATER TEST APP (2) - M. TROOST	580-580-956.000	140.00
	26	1940		WATER TEST APP - (17) - VARIOUS EMP	580-580-956.000	1,190.00
						1,330.00
03/02/2023	AP-MB 26	1941	T. REX & THE RABBIT FOODS, LL	C CONTRACTUAL SERVICES	101-691-801.000	187.50
03/02/2023	AP-MB 26	1942	T. REX & THE RABBIT FOODS, LL	C SUPPLIES	101-691-740.000	6.49
03/02/2023	AP-MB 26	1943	TERMINAL SUPPLY	INVENTORY MTR POOL PARTS	101-000-114.000	243.83
03/02/2023	AP-MB 26	1944	TERRYBERRY	OTHER EMPLOYEE BENEFITS	101-101-725.000	561.41

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03/02/2023	AP-MB 261	1945	TESSCO INC	INVENTORY MTR POOL PARTS	101-000-114.000	408.55
03/02/2023	AP-MB 261	1946	TODAY'S WEAPONS	EDUCATION & TRAINING	101-136-956.000	1,025.00
03/02/2023	AP-MB 261 261	1947 1947	TRUCK & TRAILER SPECIALTIES	INVENTORY MTR POOL PARTS CAPITAL OUTLAY	101-000-114.000 640-640-975.000	178.75 885.00 1,063.75
03/02/2023	AP-MB 261	1948	TYLER TECHNOLOGIES, INC	EDUCATION & TRAINING	101-301-956.000	1,290.70
03/02/2023	AP-MB 261	1949	THE UPS STORE - #412	POSTAGE	101-101-728.000	31.58
03/02/2023	AP-MB 261	1950	US POSTMASTER	RETURN POSTAGE - MAY ELECTION	101-101-728.000	957.60
03/02/2023	AP-MB 261	1951	VAN MANEN PETROLEUM GROUP	GASOLINE EXPENSE	101-441-862.000	1,991.75
03/02/2023	AP-MB 261	1952	VERIZON CONNECT NWF INC	CONTRACTUAL SERVICES - JAN 2023	101-441-801.000	755.55
03/02/2023	AP-MB 261	1953	WESTERN MI ELECTRICAL	2022 WMEIA DUES - M. HATHAWAY	101-371-807.000	30.00
03/02/2023	AP-MB 261	1954	WESTVIEW CAPITAL LLC	BGR21-004 - PESC210004	101-000-202.001	12,560.00
03/02/2023	AP-MB 261	1955	WOLF KUBOTA	INVENTORY MTR POOL PARTS	101-000-114.000	262.99
03/02/2023	AP-MB 261	1956	JIM WOLFORD	VEHICLE MILEAGE - 1/18-2/15/23	101-441-864.000	131.30
			TOTAL - ALL FUNDS	total of 173 checks		3,397,443.39
GL TOTA 101-000-071 101-000-114 101-000-123	.000		DUE FROM CITIES INVENTORY MTR POOL PARTS PREPAID LIFE INSURANCE	26.32 9,365.51 2,574.08		

101-000-123.717	PREPAID LIFE INSURANCE	2,574.08
101-000-123.721	PREPD LONGTERM DISAB INS	4,865.57
101-000-202.001	DUE TO CUSTOMER	17,056.12
101-000-222.000	DUE TO COUNTY	526.00
101-000-225.000	DUE TO SCHOOLS	2,104.00
101-000-229.000	ACCIDENT/DISABILITY INS	1,212.65
101-000-229.001	EE VOL LIFE INS	481.83
101-000-231.000	WITHHOLDING FOC/GARNISH	1,188.27
101-000-238.000	UNION DUES WHD -POLICE	275.00
101-000-245.000	PENSION WITHHOLDING	3,555.77
101-000-630.000	POLICE SERVICES	450.00
101-000-687.000	CASH DISCOUNTS	(2.00)
101-101-725.000	OTHER EMPLOYEE BENEFITS	561.41
101-101-728.000	POSTAGE	2,963.76
101-101-740.000	SUPPLIES	324.10
101-101-801.000	CONTRACTUAL SERVICES	3,841.11
101-101-804.000	LEGAL FEES	18,993.00

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Check Date Bank Check # Payee Description GL # Amount 101-101-808.452 CABLE TV FRANCHISE COSTS 66,091.84 101-101-850.000 TELEPHONE 5,485.97 101-101-934.000 45.00 REPATR 2,174.69 101-101-941.000 MAINTENANCE AGREEMENTS 101-101-963.000 OTHER EXPENSES 93.91 420.78 101-136-740.000 SUPPLIES 4,283.46 101-136-801.000 CONTRACTUAL SERVICES 92.92 101-136-850.000 TELEPHONE 400.00 101-136-934.000 REPAIR 101-136-941.000 MAINTENANCE AGREEMENTS 2,185.05 101-136-956.000 EDUCATION & TRAINING 1,025.00 23.34 101-137-850.000 TELEPHONE 55.00 101-171-740.000 SUPPLIES 325.00 101-171-956.000 EDUCATION & TRAINING SUPPLIES 101-201-740.000 128.02 119.75 101-201-850.000 TELEPHONE 101-209-740.000 SUPPLIES 6.16 101-209-801.000 CONTRACTUAL SERVICES 1,038.45 SUPPLIES 938.49 101-215-740.000 101-226-740.000 SUPPLIES 50.83 101-253-801.000 CONTRACTUAL SERVICES 298.58 47.73 101-253-850.000 TELEPHONE 179.81 101-253-900.000 PRINTING & PUBLISHING 400.00 101-258-801.000 CONTRACTUAL SERVICES 101-258-850.000 TELEPHONE 95.46 805.98 101-301-727.000 OFFICE SUPPLIES 101-301-740.000 SUPPLIES 1,122.82 101-301-743.000 UNIFORM EXPENSE 6,964.00 101-301-801.000 CONTRACTUAL SERVICES 5,000.00 101-301-804.000 LEGAL FEES 18,000.00 3,253.36 101-301-850.000 TELEPHONE 101-301-862.000 GASOLINE EXPENSE 5,588.99 45.00 101-301-934.000 REPATR 2,200.32 101-301-941.000 MAINTENANCE AGREEMENTS 101-301-956.000 EDUCATION & TRAINING 2,051.17 3,595.27 101-301-964.000 CLAIMS 101-336-740.000 SUPPLIES 123.79 101-336-743.000 UNIFORM EXPENSE 1,640.50 101-336-801.000 73.48 CONTRACTUAL SERVICES 101-336-862.000 GASOLINE EXPENSE 1,949.64 101-336-920.000 ELECTRIC 1,317.12 101-336-922.000 WATER & SEWER EXPENSE 1,168.65 91.25 101-336-934.000 REPAIR 360.32 101-336-941.000 MAINTENANCE AGREEMENTS 57.73 101-371-740.000 SUPPLIES 30.00 101-371-807.000 DUES & SUBSCRIPTIONS 101-371-850.000 TELEPHONE 230.75 190.73 101-371-862.000 GASOLINE EXPENSE 101-400-740.000 SUPPLIES 20.54 101-441-740.000 SUPPLIES 2,052.07 101-441-743.000 UNIFORM EXPENSE 588.48 101-441-801.000 1,180.55 CONTRACTUAL SERVICES

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Check Date Bank Check	# Payee D	escription (GL # Amount
101-441-850.000	TELEPHONE	634.62	
101-441-862.000	GASOLINE EXPENSE	4,631.09	
101-441-864.000	VEHICLE MILEAGE	131.30	
101-441-920.000	ELECTRIC	962.60	
101-441-922.000	WATER & SEWER EXPENSE	562.18	
101-441-934.000	REPAIR	124.00	
101-441-934.208	REPAIR & MAIT-PARKS	522.00	
101-441-941.000	MAINTENANCE AGREEMENTS	542.96	
101-441-956.000	EDUCATION & TRAINING	75.00	
101-441-963.000	OTHER EXPENSES	6,800.00	
101-449-740.000	SUPPLIES	122.29	
101-449-850.000	TELEPHONE	18.12	
101-449-862.000	GASOLINE EXPENSE	89.21	
101-691-740.000	SUPPLIES	2,358.04	
101-691-801.000	CONTRACTUAL SERVICES	482.50	
101-691-850.000	TELEPHONE	154.23	
101-691-862.000	GASOLINE EXPENSE	64.53	
101-691-864.000	VEHICLE MILEAGE	112.45	
101-691-934.000	REPAIR	307.16	
101-691-941.000	MAINTENANCE AGREEMENTS	879.79	
101-693-740.000	SUPPLIES	2,201.69	
101-693-801.000	CONTRACTUAL SERVICES	1,161.00	
101-693-850.000	TELEPHONE	18.00	
101-693-864.000	VEHICLE MILEAGE	24.70	
101-738-740.000	SUPPLIES	338.77	
101-738-850.000	TELEPHONE	50.33	
101-738-934.000	REPAIR	1,004.34	
202-202-778.001	MAINTENANCE ROAD & STREET	251.93	
202-202-778.002	MAINTENACE TRAFFIC	28.81	
202-202-810.000	ENGINEERING SERVICES	1,788.75	
202-202-922.000	WATER & SEWER EXPENSE	41.15	
203-203-810.000	ENGINEERING SERVICES	2,300.33	
285-285-740.000	SUPPLIES	4.46	
285-285-801.000	CONTRACTUAL SERVICES	111.00	
351-351-995.000	DEBT SERVICE-INTEREST	6,765.00	
401-401-975.000	CAPITAL OUTLAY	27,079.00	
580-000-040.000	ACCOUNTS RECEIVABLE	105.87	
580-000-152.002	METERS	7,290.00	
580-580-740.000	SUPPLIES	796.66	
		557.16	
580-580-783.000	MAINTENANCE PUMP EQUIP		
580-580-810.000	ENGINEERING SERVICES	671.83	
580-580-850.000 580-580-864.000	TELEPHONE	129.25	
	VEHICLE MILEAGE	19.50	
580-580-956.000	EDUCATION & TRAINING	1,330.00	
580-580-975.000	CAPITAL OUTLAY	45,756.75	
590-000-040.000	ACCOUNTS RECEIVABLE	49.47	
590-590-740.000	SUPPLIES	548.02	
590-590-810.000	ENGINEERING SERVICES	887.76	
590-590-864.000	VEHICLE MILEAGE	19.50	
590-590-934.000	REPAIR	2,600.00	
590-590-961.000	SEWER SERVICES PURCHASED	3,853.18	
630-625-801.000	CONTRACTUAL SERVICES	1,057.30	

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CHECK DISBURSEMENT REPORT FOR CITY OF KENTWOOD CHECK DATE FROM 02/17/2023 - 03/02/2023

Check Date Bank Check #	Payee Description		GL #	Amount
630-630-801.000	CONTRACTUAL SERVICES	1,180.00		
630-630-964.720	CLAIMS - DENTAL	15,905.61		
630-635-801.000	CONTRACTUAL SERVICES	225.00		
630-635-964.722	CLAIMS-VISION	3,227.92		
640-640-975.000	CAPITAL OUTLAY	1,759.60		
642-642-975.000	CAPITAL OUTLAY	36,379.40		
703-000-202.001	DUE TO CUSTOMER	80,812.85		
703-000-222.000	DUE TO COUNTY	463,411.78		
703-000-223.000	DUE TO DISTRICT LIBRARY	290,016.49		
703-000-223.001	DUE TO INTERURBAN TRANSIT PARTNERSHIP	652.75		
703-000-224.000	DUE TO INTERMEDIATE SCHOOL DISTRICT	2,525.59		
703-000-224.001	DUE TO COMMUNITY COLLEGE	792.38		
703-000-225.050	DUE TO CALEDONIA PUBLIC SHCOOLS	265,425.86		
703-000-225.110	DUE TO FOREST HILLS PUBLIC SCHOOLS	292,030.61		
703-000-225.140	DUE TO KELLOGGSVILLE PUBLIC SCHOOLS	107,437.04		
703-000-225.160	DUE TO KENTWOOD PUBLIC SCHOOLS	1,487,186.27		
703-000-226.001	CASH OVER/SHRT PROP TX	305.24		
703-000-228.000	DUE TO SET	3,683.17		
	TOTAL	3,397,443.39		

PROPOSED MINUTES OF THE REGULAR MEETING OF THE KENTWOOD CITY COMMISSION HELD FEBRUARY 21, 2023 Commission Chambers

Mayor Stephen Kepley called the meeting to order at 7:00 P.M.

Commissioner Draayer led the Pledge of Allegiance to the Flag.

Commissioner Morgan gave the invocation.

Roll Call: Present: Commissioners: Betsy Artz, Robert Coughlin, Ron Draayer, Maurice Groce, Clarkston Morgan, Jessica Ann Tyson and Mayor Stephen Kepley.

Staff Present: Deputy Finance Director Bhama Cairns, City Attorney Dave Eberle, Deputy City Administrator Shay Gallagher, Economic Development Planner Lisa Golder, Public Works Director Chad Griffin, Deputy Fire Chief Mike Hipp, City Clerk Dan Kasunic, Engineering & Inspections Director Jim Kirkwood, Police Chief Bryan Litwin, Fire Chief Brent Looman, Assistant Planner Joe Pung, Parks and Recreation Director Val Romeo, Fire Department Administrative Assistant Nancy Shane, City Attorney Jeff Sluggett, and Sabo representative Lisa Taylor.

Five (5) citizens and members of the news media attended the meeting.

Motion by Coughlin, seconded by Morgan, to approve the agenda.

Motion Carried.

<u>CONSENT AGENDA</u>: (All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Commission member, that member may request removal of an item from the Consent Agenda.)

Motion by Groce, seconded by Tyson, to approve the Consent Agenda as follows:

- A. Receive and file minutes of the Committee of the Whole held on February 7, 2023.
- B. Approve application for fireworks display by Pyrotechnico Fireworks, Inc. for July 4, 2023.
- C. Notification of emergency purchase of two Dodge Charger Police patrol vehicles from LaFontaine CDJR-Lansing in the amount of \$72,904.00, plus equipment, accessories, decal, and upfitting services at a cost not-to-exceed \$16,100.00; with funds from the Police Equipment Fund.
- D. Conditional approval of Main Event Entertainment Special Land Use for serving alcoholic beverages for on-site consumption subject to conditions 1-4 and basis points 1-6.
- E. Conditional approval of Main Event Entertainment Site Plan at 3121-28th Street subject to conditions 1-4 and basis points 1-5.

City Commission Meeting February 21, 2023.

F. Payables for the City totaling \$1,008,075.35.

Roll Call Vote: Yeas: All. Nays: None. Absent: None.

Motion Carried.

Motion by Morgan, seconded by Tyson, to **approve the minutes** of the February 7, 2023 City Commission Meeting as distributed.

Motion Carried.

PRESENTATIONS AND PROCLAMATIONS:

POLICE AND FIRE MONTHLY REPORTS.

POLICE DEPARTMENT MONTHLY REPORT FOR JANUARY 2023.

Police Chief Litwin reviewed the Police Department Monthly Report for January 2023. He spoke on having a booth at the auto show for recruiting.

FIRE DEPARTMENT MONTHLY REPORT FOR JANUARY 2023.

Fire Chief Looman reviewed the Fire Department Monthly Report for January 2023.

Motion by Morgan, seconded by Artz, to receive and file the Police and Fire Departments Monthly Report for January 2023.

Motion Carried.

COMMUNICATIONS AND PETITIONS:

APPROVE WAIVER OF SECTION 8.03 B.1 SETBACK REQUIREMENTS.

Economic Development Planner Golder reviewed all of the requests for the Main Event Project.

Motion by Artz, seconded by Coughlin, to approve waiver of Section 8.03 B.1 Setback Requirements.

Motion Carried.

APPROVE WAIVER OF SECTION 8.03 B.1 LOT COVERAGE REQUIREMENTS.

Motion by Artz, seconded by Coughlin, to approve waiver of Section 8.03 B.1 Lot Coverage Requirements.

Motion Carried.

APPROVE WAIVER OF SECTION 8.03 B.2 BUILDING MATERIALS REQUIREMENTS.

City Commission Meeting February 21, 2023.

Motion by Groce, seconded by Artz, to approve waiver of Section 8.03 B.2 Building Materials Requirements.

Motion Carried.

PUBLIC HEARING:

Amend Kentwood Zoning Ordinance Sections 2.02, 3.20, 10.03.E, 12.13.A, and 16.03.K.

Mayor Kepley opened the public hearing to amend Kentwood Zoning Text.

Following a brief presentation by Senior Planner Pung:

Motion by Artz, seconded by Groce, to close the public hearing.

Motion Carried.

ADOPT ORDINANCE 2–23 TO AMEND THE KENTWOOD ZONING ORDINANCE SECTIONS 2.02, 3.20, 10.03.E, 12.13.A, AND 16.03.K.

Motion by Coughlin, seconded by Morgan, to adopt Ordinance 2–23 to amend the Kentwood Zoning Ordinance Sections 2.02 Child Care Organization, 3.20, Group Child Care Homes, 10.03.E, signs permitted requirements, 12.13.A, Approved Final PUD Site Plan, and 16.03.K, Menu Boards and Companion Display for Drive-through and Vehicle Wash Establishments.

Roll Call Vote: Yeas: All. Nays: None. Absent: None.

Ordinance Adopted.

BIDS:

AUTHORIZE CONTRACT FOR SPONGY MOTH SUPPRESSION PROGRAM.

Deputy City Administrator Gallagher reviewed his memorandum dated February 21, 2023 regrading the type of insecticide and any known effect of this application.

Motion by Morgan, seconded by Coughlin, to authorize the Mayor to extend its contract with Hamilton Helicopters, Inc. for a sixth year of aerial spraying services to continue a Spongy Moth Suppression Program as recommended by Aquatic Consulting Services at a cost of \$12,865.60, plus the cost of notification mailing, with funds from the FY 2022-23 Special Assessment Revolving Fund.

Motion Carried.

AUTHORIZE CONTRACT FOR 2023 SIDEWALK REPAIR SERVICES.

Engineering and Inspections Director Kirkwood reviewed his memorandum dated February 21, 2023 regrading replacement of sidewalks and answered questions of the commission. City Commission Meeting February 21, 2023.

Motion by Artz, seconded by Coughlin, to authorize the Mayor to enter into a contract for sidewalk repair services with Ellis McClain Construction, LLC in the amount of \$145,255.00 (including a 10% contingency) with funding as follows:

- a) Approximately \$79,280.00 for repairs to sidewalks in the public rights-of-way that are the responsibility of the property owner, with all actual costs incurred to be billed to and paid by the property owner; and
- b) Approximately \$52,770.00 for repairs to sidewalk in the public rights-of -way that are the responsibility of the City of Kentwood, with the costs to be funded as follows:
 - Approximately \$2,790.00 from the Major Street Fund.
 - Approximately \$33,480.00 from the Local Street Fund
 - Approximately \$14,640.00 from the Property and Building Fund
 - Approximately \$1,550.00 from the Water Fund.

Motion Carried.

APPROVE PURCHASE OF REPLACEMENT FIRE HOSE.

Fire Chief Looman explained the change to a different vendor and how the item is tested.

Motion by Tyson, seconded by Morgan, to approve the purchase of 2,000 feet of replacement fire hose from MacQueen Emergency (low bidder) in the amount of \$12,790.00, with funds from the FY 2023-24 Fire Department Operating budget.

Motion Carried.

AUTHORIZE PURCHASE AND INSTALLATION OF SHREDDED BARK.

Grounds and Streets Supervisor Jansma reviewed the memorandum dated February 21, 2023 regarding the purchase of shredded bark noting they have used this vendor for the past two years.

Motion by Artz, seconded by Tyson, to authorize the purchase and installation of shredded bark and playground mulch from Superior Ground Cover, Inc. (low bidder) at a total cost not-to-exceed \$18,450.00, using FY 2022-23 General Fund DPW Supplies budgets.

Motion Carried.

AUTHORIZE PURCHASE OF REPLACEMENT COMPACT TRACK LOADER AND ACCESSORIES.

DPW Director Griffin reviewed his memorandum dated February 21, 2023 regrading the replacement purchase of a compact track loader.

Motion by Draayer, seconded by Tyson, to authorize the purchase of a replacement Bobcat Track Loader with related accessories from Carleton Equipment Co. at a purchase price of \$63,400.00 reduced by a \$21,000.00 trade-in credit for a net cost of \$42,400.00, City Commission Meeting February 21, 2023.

plus \$1,500.00 for lights and decals, for a total net expenditure of \$43,900.00, from the DPW Equipment Fund.

Motion Carried.

AUTHORIZE CONTRACT TO INSTALL THREE HVAC ROOF TOP UNIT REPLACEMENTS FOR JUSTICE CENTER.

DPW Director Griffin reviewed his memorandum dated February 21, 2023 regarding the installation of roof top units.

Motion by Artz, seconded by Groce, to authorize the Mayor to enter into a contract with Advantage Mechanical Refrigeration (low proposal) to install three HVAC Roof Top Unit replacements for the Justice Center, at a cost not-to-exceed \$57,615.00 (including a 10% contingency), with funds from the Property & Building Fund.

Motion Carried.

AUTHORIZE CONTRACT FOR TREE REMOVAL FOR JAYCEE PARK PHASE III.

Parks & Recreation Director Romeo clarified there will have 38 trees removed, 40 planted and 83 trees trimmed in preparation of improvements to Jaycee Park.

Motion by Morgan, seconded by Coughlin, to authorize the Mayor to enter into a tripartite contract with Always There Tree Care, LLC (low bidder) and Kent County for removal of trees in preparation for Jaycee Park Phase III improvements totaling \$65,553.00, with \$49,165.00 from Community Development Block Grant (CDBG) funding and up to \$16,388.00 from the Property and Building Fund.

Motion Carried.

COMMENTS OF COMMISSIONERS AND MAYOR:

Commissioner Morgan-informed the commission of Consumers Energy going along the Paul Henry Trail from 44th Street to 52nd Street trimming the trees leaving the branches and a huge clearing and wonder if anything can be done.

Mayor Kepley-handed out to the commission a list of municipalities and their millages for comparison to where we rank with others. He reminded the commission they wanted to meet more than once a year for strategic planning. He stated there will be two planned meetings on May 5th and September 8th Friday mornings from 7:30-10:30 at the Library.

Unity Walk to honor Martin Luther King Jr. on February 25th Saturday beginning at 11:00 a.m. at Woodland Mall.

Mayor Kepley spoke of his trip to Cambodia, a great life experience and spent time with a non-governmental organization who went into areas of poverty and worked on business plans to add economic value to individuals or organizations and if their type of thought process and type of development could be used here in Michigan or Kentwood. City Commission Meeting February 21, 2023.

The meeting was adjourned at 8:07 P.M.

Dan Kasunic City Clerk Stephen C.N. Kepley Mayor

KENTWOOD ERE DEPARTMENT 2022

CHIEF'S COMMENTS



I am pleased to share this overview of the Kentwood Fire Department's activities and statistical data from 2022. Our members continue to serve the city with professionalism, compassion, pride and excellence and strive to provide the highest level of fire prevention, fire suppression and emergency medical services to the community.

I would like to take this opportunity to thank the Kentwood Fire Department staff for their dedication and commitment and the Mayor, City Commissioners, and residents for their continuing support.

2022 STATISTICAL OVERVIEW

• 4,941 Total Incidents

- 145 Fires
 - 2 Fatalities
- 3,445 EMS
- 1,351 Other
- Aid
 - 168 Given
 - 56 Received
- 55 Employees
 - 10 New Hires
 - 5 Promotions
 - 1 Retirement

- 5:08 Average Emergency Response Time
- 240 Plan Reviews
- 1,667 Inspections
- 20 Fire Investigations
- 366 Smoke Alarms Installed
- 89 Carbon Monoxide Alarms Installed
- 7,788 Training Hours

PERSONNEL





Employees are the most important asset of the Kentwood Fire Department and are essential to our success. They are the face of the department in the community and the key to achieving our goals.

By hiring the best recruits, conducting continuous training and promoting the most qualified individuals we are able to provide excellent services to the citizens of Kentwood.

NEW HIRES

FF BEN VANSTENSEL

January 1, 2022



VanStensel began his fire service career in 2015, having served in Grand Rapids and Paradise Townships and the City of Wyoming before joining Kentwood. He is an EMT and has a background in construction.

FF KYLE GROEN June 4, 2022

A licensed paramedic, Kyle worked for both Life EMS and AMR ambulance companies for 8 years and was a paid-on-call fire fighter in Algoma Township for 4 years before he came to Kentwood.



FF BRYAN SAWYER June 5, 2022

Sawyer has been employed in emergency services since 2015, having worked for Grand Ledge Area Emergency Services and Roxand Township Fire, as well as Life EMS.



FF TRAVIS SWEET July 2, 2022

Travis earned a degree in psychology at Western Michigan University and worked in construction and maintenance before becoming a fire fighter and EMT. The Kentwood Fire Department is his first full-time fire job.



FF MATT MCMAHON July 3, 2022



In 2021 Matt graduated from high school, earned his EMT license and was certified as a fire fighter. Working at Kentwood is his first fire department job.

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FF GABE LETT August 13, 2022



Lett served in the United States Marine Corps, worked at Aquinas College, AeroMed, Life Ambulance and Caledonia Fire Department before starting his full time fire service career in Kentwood. He also has a BSBA from Aquinas College.

FF ALEX BLEHM August 14, 2022

Alex earned a BBA-Marketing degree from Davenport University and has worked in marketing and design, construction, and as a mill operator. Prior to joining KFD he was a paid-on-call Fire Fighter/EMT in Dutton.



FF ANDREW DONSELAR August 15, 2022



Andrew has held several positions in retail sales and management as well as an EMT/Dispatcher for Life EMS. He was a Fire Fighter/EMT at the Spring Lake Fire Department when he was hired in Kentwood.

FF ALEX WILCOX August 24, 2022

Alex has long had an interest in a public safety career. He was a paid-on-call fire fighter for both Leroy and Emmett Townships and an EMT for LifeCare Ambulance when he was hired by the Kentwood Fire Department.



OFFICE ASSISTANT NICOLE RUESINK August 1, 2022

Colee works part time in the administrative office of KFD. She also works full time for FedEx as service center support and has experience in the insurance industry.



PROMOTIONS

LT/INSP DEAN KRUEGER



October 10, 2022

Krueger was a paid-on-call member of the Lowell Fire Department for 13 years: 10 as Fire Fighter and 3 as Lieutenant/Training Officer. He came to Kentwood in 2017 and was promoted to Engine Operator in 2021. He is a Company Officer II and Fire Instructor I.

LT/INSP KEVIN TAMMENS August 1, 2022

Tammens is a Paramedic who worked at AMR before coming to Kentwood in July 2011. He was promoted to Acting Officer in 2016 and Engine Operator in 2018 prior to being promoted to Lieutenant/Inspector.



LT/INSP KEVIN MADAY October 25, 2022

Maday joined the Kentwood Fire Department in July 2017, after serving in Plainfield, Georgetown and Grandville Fire Departments. He is a Company Officer II.





EO ANDY BIEDERMAN November 5, 2022

Biederman is a Fire Fighter/Paramedic, having worked for Sault Ste. Marie Fire and Life EMS before joining Kentwood in June 2018. He has completed the course work and anticipates receiving his Bachelors in Fire Science from Lake Superior State University in spring 2023.

EO BOB KAMPHUIS November 6, 2022



Engine Operator Kamphuis was a paid-on-call Fire Fighter in Leighton Township for 2 years and Lieutenant in Caledonia Township for 10 years before joining the Kentwood Fire Department in January 2020. He has an Associate degree in Fire Science from Kalamazoo Valley Community College.

RETIREE

OFFICE ASSISTANT MICHELE KASUNIC April 27, 2022



Ms. Kasunic began working with the Kentwood Fire Department in 2019 after 19 years in data entry and records management in the Kentwood Police Department. We wish her well in her retirement.

IN MEMORIAM

SERGEANT HENRY KOETSIER



Sgt. Henry Koetsier was a paid-on-call member of the Kentwood Fire Department for 39 years. He remained an active participant in the Department after he retired in April 2016. He continued to volunteer--helping in public events, driving the parade truck, taking photos, and doing whatever he was asked. He passed away unexpectedly in March. We miss his faithful service.

FIRE FIGHTER OF THE YEAR RYAN RICKETSON

Each year the City of Kentwood accepts nominations from fellow employees for Employee of the Year recognition. The 2022 winner for the Fire Department "has been an incredible fire fighter. He shows up every day with a good attitude and a can-do mentality. He has a wealth of knowledge and is more than eager to pass on what he knows in a friendly, meaningful way."



AWARDS AND COMMENDATIONS

The Kentwood Fire Department recognizes the performance and achievements of its sworn personnel by awarding certificates and bars to be worn on the uniform.

In 2022 Distinguished Service and Unit awards were presented.

- Distinguished Service is awarded for service rendered in the line of duty where a fire fighter performs a highly unusual act under adverse conditions involving personal risk to the fire fighter.
- Unit Citation recognizes a team for exemplary performance that unselfishly displays coordination, cooperation and teamwork.

DISTINGUISHED SERVICE AWARD

The Distinguished Service Award was given to Jordan Cluster and Kyle Groen. Assigned to Medic 53, they were first on the scene of a house fire on 48th St. on November 28, 2022. They made several attempts to rescue people trapped inside but were unable to reach them due to heat conditions.



UNIT CITATION AWARD

Just after 1:00 AM on October 19, 2022 while returning to Station 2 after another incident, Todd Bacon, Jim Hosier and Ben VanStensel found a burning vehicle upside down in a ditch on 29th St. They pulled the person inside from the car and began to extinguish the fire. For their actions they were awarded a Unit Citation.



KENT COUNTY EMS (KCEMS) RECOGNITION





KCEMS presented life-saving awards to many Kentwood employees.Jim Hosier, Jim Ellis, Steve Cashion,Matt Newman, Gary Post, Michael Nail,Matt Newman, Brandon DeHaanLevi Calduch

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FIRE SUPPRESSION DIVISION

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DAILY STAFFING



INCIDENT RESPONSE

The City of Kentwood has three fire stations strategically placed to provide timely emergency responses to all areas of the City. All three stations are staffed 24x7x365 with full-time Fire Fighter/EMTs who respond to many types of emergencies.



How the Kentwood Fire Department Responds to Calls

When dispatchers at the Kent County Sheriff's Office receive a 9-1-1 call they contact the appropriate station(s) using the inhouse alerting system and/or radio following established protocols. Upon receiving the dispatch information fire units respond as directed by the department Response Procedure based on the type of incident and resources needed. Each station has a primary response area but may assist other stations and other communities when help is needed. The Chief, Deputy Chief, Marshal, and Inspectors may also respond.

RESPONSE PROCEDURE

TYPE OF CALL	RESPONSE
Medical Emergency	Station 1 – M51 emergency; E51 additional medical call Station 2 – E52 emergency Station 3 – M53 emergency; E53 additional medical call
ECHO (cardiac or respiratory arrest)	Station 1 – M51 emergency; E51 non-emergency Station 2 – E52 emergency; M51 non-emergency Station 3 – M53 emergency; E53 non-emergency
Personal Injury Pin-In or Rollover	Two closest engines; closest medical unit; C3; emergency
Personal Injury Crash	Engine from closest station; emergency
Stage for Police Medicals	Closest unit goes non-emergency and waits approx. one block from incident until cleared to enter scene
Carbon 1 (CO alarm; symptoms)	Station engine; C3; emergency
Carbon 2 (CO alarm; no symptoms)	Station engine; non-emergency

TYPE OF CALL	RESPONSE						
Structure Fire, Smoke in Building/ Odor of Smoke	All stations respond emergency (E51, E52, E53, M51, M53, C3)						
Natural Gas Odors or Leaks	Closest engine, C3, emergency. Second engine non- emergency						
Odor Investigation/Bomb Threat/Meth Lab	Closest engine, C3, emergency						
Spill Clean Up/Fuel Spill Clean Up	Closest engine, non emergency						
Fire Alarm	Closet engine, C3, emergency; second engine, non- emergency; third engine remains in station.						
Car Fire, Dumpster Fire, Trash Fire, Wires Down	Closest engine responds emergency						
Grass or Brush Fire	Closest engine and brush unit, emergency. One person moves from engine to brush unit for staffing.						

TYPE OF CALL	RESPONSE								
Mutual Aid/Automatic Aid	<u>Automatic Aid</u> : Closest engine and C3, emergency <u>Mutual Aid – Fires</u> : Bordering engine and C3, emergency <u>Mutual Aid – Backfill to another community fire station</u> : Bordering engine, non-emergency								
Mutual Aid - Air Delivery Vehicle	One fire fighter from E51 responds with ADV								
Mutual Aid – Aerial Platform	E51 crew moves to P51, C3, emergency								
Aircraft Alert 2	E51, E52, C3, non-emergency								
Aircraft Alert 3	E51, M51, E52, E53, M53, C3, emergency								
Hazardous Materials	Two closest engines, closest medic, C3, emergency; third engine, non-emergency; U52/HazMat Trailer pulled by E52 fire fighter								
Technical Rescue	Two closest engines, closest medic, C3, emergency; third engine non-emergency; B53/Tech Trailer pulled by M53 fire fighter								

NFIRS INCIDENT TYPE

The National Fire Information Reporting System (NFIRS) classifies incident types by the actual situation found upon arrival. That is not necessarily the same as the incident type initially dispatched.

This information is used nationally and locally to analyze frequency of types of incidents.

INCIDENT TYPE CATEGORIES

- 100 Fire
- 200 Explosion, Overheat
- 300 Rescue & EMS
- 400 Hazardous Condition
- 500 Service Call
- 600 Good Intent Call
- 700 False Alarm/False Call
- 800 Severe Weather
- 900 Other

INCIDENT TYPES

Fire	145
Explosion	5
EMS	3445
Hazardous Condition	194
Service	183
Good Intent	532
False	436
Other (odor investigation; dead animal smell)	1



□ Fire □ Explosion □ EMS □ Hazardous Condition □ Service □ Good Intent □ False □ Other

TOP TEN EMS COMPLAINTS



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FALSE ALARMS

BEFORE AND AFTER TESTING, REPAIRING OR MODIFYING ANY FIRE PROTECTION EQUIPMENT CONTACT THE KENTWOOD FIRE DEPARTMENT. (Kentwood Code Sec. 22-104; 901.6.5)

Via website:

http://www.ci.kentwood.mi.us/cityhall/Departments/ fire/System-Impairment.asp

Via QR code to website: or Via phone: 616-698-6476



Failure to notify the Fire Department may result in a court citation.

To prevent unnecessary responses to false alarms the Kentwood Code requires Fire Department notification when work is done on fire protection equipment. An informational sticker is on all fire protection systems providing information. Penalties are assessed for the third and subsequent false alarm in a year. Over 4,000 notifications--and 400 false alarm responses--were made in 2022.

INCIDENTS BY PROPERTY USE

The majority of incidents continue to occur in residential occupancies.

The top individual addresses (not including apartment or condominium complexes with multiple addresses) and number of 2022 responses are:

4740 Breton (Summer Haven)	104
4352 Breton (Care Cardinal)	66
4520 Bowen (Tamarisk)	62
4320 Kalamazoo (Greentree)	55
2500 Breton Woods (Holland Home)	50
3195 28 th St. (Woodland Mall)	49
4550 N. Breton Ct. (Wellington Woods)	43
3508 Shaffer (Our Hope)	41

All but Woodland Mall are in Station 1's response area.



INCIDENTS BY STATION



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RESPONSE TIMES

Response times are an important aspect of emergency services. An incident may escalate quickly, and responders may be able to mitigate the situation (e.g., resuscitate a patient, rescue a victim, stop fire spread) if they arrive promptly.

The Kentwood Fire Department has established an emergency response time goal of 5 minutes, 20 seconds (5:20) from the time the call is received from the 9-1-1 dispatch center at Kent County. In 2022 the overall average emergency response time was **5:08**.^{*}

*Based on first unit to arrive on scene; excludes stage for police and mutual aid.

EMERGENCY RESPONSE TIMES

5:28

4:31

5:00

5:29

5:25

STATION 2

STATION 1

Overall average Fires

4:58

4:28

3:13

5:05

5:01

5:36

4:59

- Building fires
 Medicals
- Med 1 and 2
 - Engine 51
 - Medic 51

Overall average Fires • Building fires Medicals

Med 1 and 2

STATION 3

Overall average	4:52			
Fires	4:29			
Building fires	4:12			
Medicals	4:53			
• Med 1 and 2	4:51			
Engine 53	4:55			
Medic 53	4:39			

INCIDENTS BY MONTH



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DAY OF WEEK

TIME OF DAY



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AID

Mutual Aid is <u>requested</u> as needed throughout Kent County.

Automatic Aid, by written agreement, is <u>dispatched</u> <u>automatically</u> on structure fires in specific geographic areas. Agreements exist with Cascade, Cutlerville, Dutton, Grand Rapids, and G. R. Ford Airport.



AID DETAIL

							Dutton/		Grand					
	Airport	Caledonia	Casca	de	Cutlerville		Gaines		Rapids		Wyoming		TOTAL	
	Given Rec'd	Given Rec'd	Given Re	ec'd	Given F	Rec'd	Given	Rec'd	Given	Rec'd	Given	Rec'd	Given	Rec'd
Fire		1	5	1	23	12	3	2	1	4	3	1	36	20
Overheat						1							0	1
EMS		1	8	2	10	3	1		4	5	23	1	47	11
Hazard	4		1		1	3	1	2		1	1		8	6
Service				1	1	2			1	2	1		3	5
Good	4 1	1	12	2	18	3	4	1	7	2	20		66	9
Intent	4 1	l	12	2	10	3	4	, I	/	2	20		00	9
False	1		2	2				1	1	1	2		6	4
TOTAL	91	30	28	8	53	24	9	6	14	15	50	2	166	56

Aid was given to Alto (EMS) and East Grand Rapids (Service) one time each.
CIVILIAN CASUALTIES DEATHS INJURIES

<u>402 48th St.</u> – 11/28/22

 2 people on the second floor of a single-family home succumbed to smoke inhalation

<u>4450 Wintergreen – 2/17/22</u>

• Minor burns from garage fire

<u>4041 Catamaran Way</u> – 3/18/22

• Minor burns from cooking fire

<u>402 48th St.</u> – 11/28/22

 Smoke inhalation in a building fire

FIRE SERVICE CASUALTIES

<u>5693 Kalamazoo – 5/28/22</u>

- Minor back injury, pulling ceiling (no lost time)
- Minor head injury, hit by ceiling material (no lost time)
- Minor animal bite (no lost time)

<u>402 48th St.</u> – 11/28/22

• Hand injury (lost time)

FIRE PREVENTION DIVISION

KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022



The Kentwood Fire Department is committed to protecting the lives and property of our residential and corporate community and visitors. Much of this commitment is delivered by the Fire Prevention Division through plan review and inspections during new business development, fire safety inspections of existing facilities, and complaint investigation. Fire safety education and prevention activities are an integral part of the efforts to provide a safe environment to our citizens.

CONSTRUCTION PLAN REVIEW

Plans are reviewed for compliance with the Kentwood Fire Prevention Code before a construction permit is issued. When the project is completed it is inspected to make sure it meets all requirements prior to issuance of a Certificate of Occupancy.

New Construction	13
Remodels	98
Sprinkler Systems	54
Site Plans	30
Fire Alarms	42
Demolitions	<u> </u>
TOTAL	240

FIRE INSPECTIONS

Fire Marshal Pat Quick, Fire Inspectors Marc Oliver and Steve Hoving, and 12 Lieutenant/ Inspectors in the Fire Suppression Division regularly inspect businesses to identify and abate safety hazards. This year 1,667 inspections were completed.

Annual initial	856
Reinspections	635
Final Cert. of Occupancy	32
Temp. Cert. of Occupancy	^v 8
Not Ready	2
Walk Through	2
Protection/Detection	128
Complaint Investigation	4



Among the most common issues found are emergency lights and exit signs not working, improper use of extension cords, suppression system not maintained, extinguishers not accessible, and waste accumulation.

Owners/occupants receive explanations and written notice of the problems and are given appropriate time to repair violations before a reinspection is made. Most businesses are found in compliance upon reinspection.

EXAMPLES OF CODE VIOLATIONS



Inaccessible suppression equipment





Extinguishers not mounted properly and/or out of date





KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022



Ceiling tiles missing; fire wall penetrations





Tanks not secure; chemical containers not labeled

KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022

DETECTOR INSTALLATIONS

The Kentwood Fire Department installs smoke alarms and carbon monoxide (CO) detectors as needed in non-rental homes. 387 smoke alarms and 97 CO detectors were installed in 2022.



COMMUNITY EVENTS AND PUBLIC EDUCATION

You Tube program "Heroes Next Door" featured KFD

Touch A Truck

National Night Out



KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022

Fire Prevention and Safety Month



KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022

Metro Cruise



KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022

Holiday Event





TRAINING

KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022

Training is an essential component to ensure that fire fighters are prepared to respond effectively to a variety of emergencies, including fires, medicals, hazardous materials spills, vehicle accidents, technical rescues, and more.

All uniformed Kentwood personnel are certified at least Fire Fighter II and are licensed Emergency Medical Technician (EMT) or higher by the State of Michigan.

New hires go through a one-year probationary training period, learning Kentwood procedures, equipment, apparatus, streets and other skills. All personnel participate daily in training, drills, and exercises that reflect the situations they may encounter in the community.

Continuing education must meet multiple standards.

State of Michigan (3-year cycle)		Insurance Services Office (annual)				
Fire Fighter	36 hours	Fire Fighter	216 hours			
Fire Officer	12 hours	Driver	12 hours			
Fire Instructor	12 hours	Officer	12 hours			
EMT	30 hours	HazMat	6 hours			
Paramedic	45 hours					
Fire Inspector	60 hours					

There are additional requirements for fire investigators, plan reviewers, fire and EMS instructors, and other specialties, such as technical rescue.

To meet these requirements the Kentwood Fire Department uses a combination of in-house and outside training.

The Kentwood Fire Department is licensed by the State of Michigan as a Continuing Education Sponsor to provide required EMS continuing education courses. Deputy Chief Mike Hipp, Lieutenant Eric DeGroot, and Engine Operator Jim Hosier are Instructor/Coordinators who ensure that all personnel maintain their certifications.

Many officers and fire fighters are certified fire instructors who teach a variety of courses and techniques. Individual classes, quick drills, and block training are held throughout the year in Kentwood and at training facilities in Grand Rapids, Wyoming, and Caledonia. 7,788.5 hours of training was recorded in 2022.

- FIRE-(Quick Drill-Officer-Development)-With the possibility of LT-promotion-jg/pgpgg/fgtyge, -lasked the BC's and Captain's to put together a list of things that they wantfrom the LT's. Attached is that list. Take the time as a crew to go through the list and talk about.
- Medical—(Quick-Drill—KEMS-Heat-Emergencies)-Attached-is-the-KEMS-protocol-for-heatemergencies.-Please review-it-as-we-prepare to-head-into-warm.r-weather.

	2									
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Cifitar

develop ment Quick

 <u>Tech-Rescue</u>—(Quick-Drill -- Machine-rescue) You-are called to a-manufacturing-facility-for a-24 YOM-trapped-under-a-forklift.-You-arrive on-scene to-find-this.-The-PT-has-both-his-left-legand-left-arm-caught-under-the-cage-of-the-forklift.-He-is-conscious-but-altered.-What-are-youroptions-to-extricate-the-PT?-



4. *SOP-of-the-Day*-{Quick-Drill--SOP-of-the-Day}-Attached-is-the-SOP-for-hose-testing

Lt. Dean Krueger develops Quick Drills every month for fire fighters to do as a crew. Scenarios for fires; EMS; hazmat, tech rescue, or inspections; and Standard Operating Procedures are included.

- 1. <u>FIRE--</u>(Quick·Drill----Water·Can-Extinguisher)·What-is-the-effective-reach-of-the-watercan?·How·long·does-it-take-to-fully-discharge?·If-too-much-or-too-little-water-is-in-the-canhow-does-this-affect-the-operation?·
- 2. <u>Medical</u>---(Quick-Drill---KEMS-Shock-Protocol)-Attached-is-the-KEMS-Protocol-on-Shock.-



- 3. <u>Hazmat-</u>(Quick-Drill---Hazmat-IQ)-Run-the-chemical-Copper-Cyanide.-This-is-one-of-manychemicals-used-at-Allied-Finishing.-According-to-the-latest-PIP-they-have-an-average-of-2900lbs-onsite.-
- 4. *SOP-of-the-Day*-(Quick-Drill-SOP-of-the-Day)-This-month-SOP-is-the-Accountability-system. I-have-attached-it-for-you-to-review.-<u>u</u>\..\.04-Policies,-Rules,-CBA\Red-Book\Accountability-System-1116-9-20.pdf

Fire Inspectors Marc Oliver and Steve Hoving obtained advanced training during the year to enhance their expertise.



TRAINING PICTURES



KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022



KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022

FIRE ACADEMY

The Kentwood Fire Department is coordinating a Fire Fighter I/II Academy that began in October. The certification course is state-funded with fireworks money. Fire fighters from several area departments are involved in attending and teaching the class that ends in May 2023.



OF NOTE

KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022

402 48th STREET November 28, 2022

Shortly before 3:30 AM the Kentwood Fire Department responded to a house fire with people trapped on the second floor. Arriving units found heavy fire throughout the home. Although most residents got out safely two, tragically, did not. Investigation determined that the fire originated in the garage. An exact cause of the accidental fire cannot be determined, but electrical issues and improper supplemental heating cannot be ruled out.



4478 BRETON AVE. March 20, 2022



Shortly after 9:30 AM fire units were sent to investigate a water flow alarm at a restaurant. Water was flowing out the front door and there was water on the floor throughout. A search found an activated sprinkler head above the stove. There was a charred pot on the stove and burned material nearby. The fire was out. Fire Fighters turned off the sprinkler and notified the Kent County Health Department.

5693 KALAMAZOO AVE. May 28, 2022

Fire engine personnel could see smoke when they left Fire Station 3 in response to a fire at 1:20 PM. Smoke was coming from the attic of the home and the back porch was on fire when they arrived. All residents had evacuated. The fire started on the partially enclosed porch, but the exact cause of the accidental fire remains undetermined due to several potential ignition sources in the area of origin.



5500 S. DIVISION June 7, 2022



Units arrived at a fire on the rear of a commercial strip mall at about 5:30 PM. Investigation began soon after the fire was extinguished. Photos and videos obtained from security systems at neighboring businesses led investigators to determine that the fire was maliciously started by three individuals. Kentwood Police and Fire investigators were later able to identify the suspects.

4722 50th STREET October 7, 2022



5134 HEYBOER AVE. October 22, 2022

Personnel responded to a fire in the basement of a single-family home at 4:30 AM. Fire fighters entering the home had very limited visibility. One fire fighter became disoriented but was able to find his way out. He attributed the successful outcome to his training. Investigators believe the fire was caused by careless smoking but have left the cause as undetermined due to other possibilities.



ENGINE 53

Ordered in 2021 at a cost of \$572,000 a new fire engine was delivered on June 2nd. The Spartan-ER cab and chassis were built in Charlotte, MI and the fire body in Brandon, SD. After equipment was mounted by fire fighters it was placed in service at Station 3.



ENGINE BUILD PROCESS

PAINT

CAB SET







KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022

MEDIC 53



Chief Looman and Battalion Chief Patterson made the final inspection of new Medic 53 in November and it was delivered soon after. It is one of nine Kentwood vehicles licensed by the Michigan Department of Health and Human Services-EMS Division and is large enough to carry required medical equipment and two EMTs.

TRENDS

KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022

TOTAL INCIDENT RESPONSES


FIRES



KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022

EMERGENCY MEDICAL SERVICES



KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022

FALSE CALLS



KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022

OTHER RESPONSES



KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022

TOTAL INSPECTIONS



ANNUAL BUSINESS INSPECTIONS



PROTECTION/DETECTION SYSTEMS INSPECTIONS



CONSTRUCTION PLAN REVIEWS



KENTWOOD FIRE DEPARTMENT ANNUAL REPORT - 2022







THANK YOU!

SAVING LIVE

4775 Walma Ave., SE Kentwood, MI 49512 Phone: 616.554.0800 Email: efire@kentwood.us

www.kentwood.us



MEMORANDUM

TO: Mayor and City Commissioners

FROM: Brad Boomstra, P.E., City Engineer and Bhama Cairns, Deputy Finance Director

DATE: March 7, 2023

TOPIC: Bretonfield Preserve #6 Construction Agreement

ACTION REQUESTED: That the City Commission authorize the Mayor to enter into a construction agreement with Westview Capital, LLC, owners of the property known as Bretonfield Preserve #6, to authorize the Developer to install utilities and streets in preparation for the City's acceptance of them as public, to set up an escrow arrangement to cover the City's costs relative to construction inspection of those improvements, and to authorize \$157,810 in road oversizing costs from the FY23 Major Street Fund Budget and \$71,530 in water main oversizing costs from the FY23 Water Fund Budget (including 10% contingencies).

BACKGROUND: Allen Edwin Homes, the owner/developer, has contracted to construct the public plat known as Bretonfield Preserve #6, as approved by the City. Upon completion and acceptance of the project, the streets, and utilities within Bretonfield Preserve #6 will become public. The agreement provides a framework for the construction of the water main, storm sewers, streets, and side-



walks. Bretonfield Preserve #6 is the sixth and final seven phase in the Bretonfield Preserve PUD.

The sanitary sewers in this part of Kentwood are owned by the City of Grand Rapids, however they were installed and accepted previously so no agreement with the City of Grand Rapids is necessary. The water main, storm sewers and streets will be owned solely by Kentwood, so this agreement covers those items. The City Attorney has reviewed the agreement.

The Bretonfield Preserve PUD includes the extension of Breton Avenue from 60th Street north to the Paul Henry Trail. This phase includes about 700 feet of Breton from Blooming Bud Lane north to the Paul Henry Trail. City policy requires the developer to pay for the cost of a standard residential street, with the City paying the "oversizing" costs necessary to upgrade Breton Avenue to its intended cross section. The specific items that the City is responsible for include the third lane, the thicker pavement section to handle the expected (eventual) traffic, and a share in a retaining wall necessary due to a wider right-of-way than is typically required. These costs are depicted in Exhibit 'B' of the Kentwood construction agreement, and the City's share of the road items totals \$143,463.65 (\$157,810 with a 10% contingency).

In addition, Engineering and Water Department staff, in consultation with the MDEQ, have identified Breton Avenue as the logical place for a 12-inch transmission main that will connect the southeast end of the water system to the tanks near City Hall. The developer will pay for the cost of an 8-inch main, as though it had been installed, and the City will pay the remainder of the costs to upgrade the main to 12-inch. This is shown on Exhibit 'A' of the Kentwood construction agreement, and the City's share of the water main items totals \$65,026.61 (\$71,530 with a 10% contingency).

Via Resolution 37-07, the City has set a policy requiring developers to pay for third party inspections to ensure compliance with the plans and specifications of the public improvements. The inspection and testing costs for this project are part of another request at tonight's meeting. The Developer will deposit \$44,658.55 with the City Treasurer in an escrow account to cover those costs. Any funds remaining will be returned to the developer. Any expenses above the escrow amount will be billed to and paid by the developer.

This project is scheduled to start this spring and continue through Spring/Summer 2023. If you have any questions regarding this issue, please contact Brad Boomstra at (616) 554-0740. Thank you for your consideration of this request.

CONSTRUCTION AGREEMENT CITY OF KENTWOOD

Bretonfield Preserve – Phase 6

THIS AGREEMENT, entered into this _____ day of ______, 2023, by and between the CITY OF KENTWOOD, a Michigan municipal corporation, of 4900 Breton Avenue SE, Kentwood, Michigan 49518, hereinafter referred to as "Kentwood" and WESTVIEW CAPITAL, LLC, a Michigan limited liability company, whose address is 2186 E. Centre Street, Portage, Michigan 49002, owner of Bretonfield Preserve, a residential subdivision development, hereinafter referred to as the "Developer".

WHEREAS, the Developer owns certain property located in Kentwood, and;

WHEREAS, the Developer desires to develop said property including the installation of certain public street and utility improvements, and;

WHEREAS, Kentwood is willing to have the Developer proceed with the proposed development and to make the aforesaid improvements which will become public utilities and public streets upon their completion and Kentwood's final acceptance;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Developer agrees that the street and utility improvements described herein, and all appurtenant work ("Improvements"), will be constructed in a public right of way or that prior to acceptance of said Improvements the Developer will provide Kentwood easements, which easements shall be reasonably satisfactory to Kentwood or such other governmental unit with applicable jurisdiction over said Improvements, establishing the location of the same.

That the proposed construction of the Improvements and all appurtenant work will be done in accordance with the latest, approved version of plans entitled: COVER SHEET BRETONFIELD PRESERVE PHASE 6 (SHEET 1 OF 18); SANITARY SEWER IN PULIC EASEMENT SE (2 OF 18), SANITARY SEWER IN SANDERLING COURT (3 OF 18), SANITARY SEWER IN SANDERLING COURT (4 OF 18), EASMENT FOR DESCRIPTION OF BRETONFILED PHASE 6 (5 OF 18), WATER MAIN IN SANDERLING COURT (6 OF 18), WATERMAIN IN PUBLIC EASEMENT (7 OF 8), WATER MAIN IN BRETON AVENUE (8 OF 18), IMPROVEMENT IN SANDELRING COURT (9 OF 18), IMPROVEMENT IN PUBLIC EASEMENT (10 OF 18), IMPROVEMENT IN BRETON AVENUE (11 OF 18), GRADING & SOIL EROSION AND SEDIMENT CONTROL PLAN (12 OF 18), GRADING & SOIL EROSION AND SEDIMENT CONTROL PLAN (13 OF 18), IMPROVEMENT IN BRETON AVENUE (14 OF 18), IRRIGATION DETAILS (15 OF 18), KCRC INTERSECTION DETAIL SANDERLING COURT & BRETON AVENUE (16 OF 18), KCRC INTERSECTION DETAIL SANDERLING COURT WEST CUL-DE-SAC (17 OF 18), KCRC INTERSECTION DETAIL SANDERLING COURT EAST CUL-DE-SAC (17 OF 18); (hereinafter referred to as the "Project Plans") furnished by Exxel Engineering, Inc. (hereinafter referred to as the "Consultant"), on behalf of the Developer and approved by the Kentwood City Engineer or his designee, an initialed copy of which shall be maintained on file with Kentwood. Without limitation such work shall be performed in accordance with the MDOT 2012 Standard Specifications for Construction and revisions thereto, including Kentwood's insurance requirements. Kentwood will be named as an additional insured party.

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- 2. The Developer agrees that the Improvements include, without limitation, all water mains, water valves, water service leads, fire hydrants, catch basins, catch basin leads, storm sewer, storm sewer manholes, storm sewer service leads, sand bedding, street subgrade preparation including the sand sub-base, aggregate base, hot mix asphalt pavement, curbs, sidewalks, drive approaches, street lights, and all appurtenant work in public streets and public easements as shown on the approved Project Plans; provided, however that sanitary sewers, sanitary manholes, sanitary service leads and their appurtenances shall not be part of the Improvements, as they are being constructed by the Developer on behalf of the City of Grand Rapids, which owns that utility, pursuant to a separate agreement between the Developer, Kentwood and the City of Grand Rapids.
- 3. The Developer agrees that the sidewalks for all outlots, connections to existing or planned pedestrian trails and right-of-way extensions, as shown on the Project Plans, shall be constructed at the time of the street construction. Sidewalks for platted lots shall be constructed in conjunction with the construction of the principal building. In the event a building is not built on a lot within five (5) years of the completion of the adjacent street, the Developer agrees to install the sidewalk at that time. A performance bond in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) shall be posted with the Kentwood Treasurer on such terms as are amenable to Kentwood in its reasonable discretion which terms shall include, without limitation, a provision that the performance bond shall remain in effect and may not be terminated, revoked or otherwise modified unless agreed upon by both parties in writing until all sidewalks as shown on the Project Plans and as set forth in this Agreement have been installed or seventy-two months from the date of this Agreement have elapsed, whichever is earlier. The terms of this section shall survive the termination of this Agreement.
- 4. In accordance with Chapter 90 of the City of Kentwood's Code of Ordinances, improvements to streets beyond those required for a 60-foot right-of-way are to be borne by the Kentwood at-large. Kentwood agrees to pay for the oversizing costs of extending Breton Avenue from Blooming Bud Lane to Paul Henry Thornapple Trail in excess of the standard 30- foot cross section, in the not-to-exceed amount of One Hundred Forty-Three Thousand Four Hundred Sixty-Three and 65/100 Dollars (\$143,463.65), all in accordance with the approved Project Plans, Exhibit B attached hereto, and supporting estimates attached hereto. Kentwood shall not be responsible for any amount in excess of the not-to-exceed amount without the City's prior written approval. The Developer will invoice for authorized costs incurred as provided in this Agreement. Kentwood agrees to pay, within 30 days of invoicing, its share of the Project costs as set forth herein, subject to the invoicing party's provision of reasonable supporting calculations.
- 5. Kentwood agrees to pay for the cost of oversizing 728 lineal feet of 12-inch diameter water main and appurtenances, in Breton Avenue, beyond what would be required for an 8 inch diameter water main, in the not-to-exceed amount of Sixty-Five Thousand Twenty Six and 61/100 Dollars (\$65,026.61), all in accordance with the approved Project Plans, Exhibit A attached hereto, and supporting estimate attached hereto. Kentwood shall not be responsible for any amount in excess of the not-to-exceed amount without the City's prior written approval. The Developer will invoice for authorized costs incurred as provided in this Agreement. Kentwood agrees to pay, within 30 days of invoicing, its share of the Project costs as set forth herein, subject to the invoicing party's provision of reasonable

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supporting calculations.

- 6. Developer shall cause the Consultant to field stake the Project. The Consultant shall be responsible for final as-built plans. Kentwood or its designee shall provide mark ups to the Consultant for as-built plan revisions within 30 days of construction completion. The Consultant shall provide the final as-built plans per Kentwood's mark ups within 30 days of receipt of the mark ups. Kentwood or its designee will then review the final as-built drawings for completeness and approval, which shall be a condition of Project acceptance.
- 7. No changes in Project Plans or specifications shall be made without prior approval by the Kentwood City Engineer or designee.
- 8. Field inspection and materials testing of the street improvements and utilities, including the sanitary sewers described in Section 3 above, will be performed by the Kentwood City Engineer or his designee. The Developer has deposited the sum of Forty-Four Thousand Six Hundred Fifty-Eight and 50/100 Dollars (\$44,658.55) with the Kentwood Treasurer for the cost of the above-described field inspection work. Upon completion of the Improvements and computation of the final inspection and testing costs, any unexpended amount of the deposit will be returned to the Developer or, should the final costs be greater than the amount deposited, the Developer will reimburse Kentwood for the additional costs.
- 9. At the time of final acceptance of the Improvements by Kentwood, the Developer shall provide Kentwood with a one (1) year maintenance bond (in the amount of 25% of construction cost) for the Improvements, along with a surety bond (in the amount of 100% of construction cost) for all Improvements not completed prior to final plat acceptance by Kentwood (excluding sidewalks to be installed on platted lots). Surety bond to be returned to Developer once all surety line items have been constructed to the satisfaction of Kentwood City Engineer or his designee. Maintenance guarantee provisions shall commence on the date of final acceptance of the Improvements by Kentwood.
- 10. Except with respect to the Kentwood requested components of the Improvements, as described and provided for in Sections 5 and 6, above, all costs, fees and expenses for the Improvements shall be and remain the responsibility of the Developer.
- 11. In areas to be dedicated as public streets, the Developer will furnish deeds or other property interests to Kentwood satisfactory to the City Engineer and City Attorney in their discretion. Easements shall also be furnished to Kentwood by Developer for other components of the Improvements at no cost and as reasonably requested by Kentwood.
- 12. It is agreed that Kentwood may restrict or suspend the issuance of building or occupancy permits for the development associated with the Improvements until inspection costs are paid in full, the Improvements have been accepted by public authorities with applicable jurisdiction, and all necessary deeds and easements are recorded with the Kent County Register of Deeds.
- 13. This Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

14. This Agreement may be executed simultaneously in multiple counterparts, each of which {06939-004-00131319.2}

will be deemed an original and all of which together constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

15. This Agreement is to be governed by, and construed in accordance with, the law of the State of Michigan.

IN WITNESS WHEREOF, the parties have set their hand and seals on the day and year first above written.

WESTVIEW CAPITAL, LLC, a Michigan limited liability company

By: Green Holdings, LLC, its Manager

By:_____

Thomas M. Larabel, Vice President

CITY OF KENTWOOD, a Michigan municipal corporation

By____

Stephen C. N. Kepley, Mayor

Attest

Dan Kasunic, Clerk

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2/20/2023

Watermain Oversizing Payback Quantity Item Sheet Bretonfield Preserve Phase 6

City of Kentwood, Kent County, Michigan

<u>ITEM N</u>	IO. DESCRIPTION	QUANTITY	<u>UNIT</u>	-	UPSIZING	-	<u>UIVALENT</u> 8" UNIT		<u>IIT PRICE</u> FERENCE	TOTAL
A. WAT	ERMAIN ITEMS									
	urnish and Lay 12" Watermain DI CL 53, Icl. sand embedment or backfill where required	728	EACH	\$	117.80	\$	56.58	\$	61.22	\$ 44,568.16
2. Fi	urnish and Place 12" Valve and Box	1	EACH	\$	5,163.90	\$	1,926.11	\$	3,237.79	\$ 3,237.79
3. Fi	urnish and Place 12" Sleeve	2	EACH	\$	2,134.00	\$	645.23	\$	1,488.77	\$ 2,977.54
4. Fu	urnish and Place 12"x12"x8"x8" Cross	1	EACH	\$	2,934.10	\$	899.97	\$	2,034.13	\$ 2,034.13
5. Fu	urnish and Place 12"x12"x6" Tee	2	EACH	\$	2,727.70	\$	864.07	\$	1,863.63	\$ 3,727.26
							SUBTOTAL O	VERSI	ZING ITEMS	\$ 56,544.88
B. ADM	IINISTRATION ITEMS									
	5% of Watermain Subtotal for Administration, ngineering, and Surveying	1	LSUM							\$ 8,481.73
GRAND TOTAL OVERSIZING ITEMS (CITY CONTRIBUTIO							rribution)	\$ 65,026.61		



Breton Ave Oversizing Construction Quantity Estimate Bretonfield Preserve Phase 6

City of Kentwood, Kent County, Michigan ADDITIONAL THICKNESS FOR BRETON AVE

ITEN	NO. <u>DESCRIPTION</u>	QUANTITY	<u>UNIT</u>		<u>Sizing</u> Price		<u>ALENT</u>		<u>ERENCE</u>	TOTAL
A. BF	ETON AVE STREET CONSTRUCTION ITEMS - IN	EXCESS OF THE S	TANDARD T	ніски	ESS FOR 3	30' WIDE	CROSS S	ECTION	I	
1.	Furnish and Place Bit. Base Course 3" MDOT 3C Equivalent Specification is 2" MDOT 3C	2202	SY	\$	12.76	\$	9.01	\$	3.75	\$ 8,257.50
2.	Furnish and Place Bit. Wear Course 2" MDOT 13A Equivalent Specification is 1.5" MDOT 36A	2022	SY	\$	8.87	\$	7.35	\$	1.52	\$ 3,073.44
3.	Furnish and Place 12.5" Thick Aggregate Base Compacted in Place (CIP) MDOT 21AA Mod. Equivalent Specification is 6" MDOT 21AA Mod.	2022	SY	\$	16.91	\$	8.49	\$	8.42	\$ 17,025.24
4.	Furnish and Place 8.5" Thick Aggregate Base Compacted in Place (CIP) MDOT 21AA Mod. Required below Outside and Island Curb	522	SY	\$	12.03	\$		\$	12.03	\$ 6,279.66
5.	Furnish and Place 12" Thick Aggregate Base Compacted in Place (CIP) MDOT CL II. Equivalent Specification is 12" MDOT CL II	N/A	CY	\$		\$		\$		\$ <u> </u>
6.	Mass Grading - Cut Material for Use as Onsite Fill	365	CY	\$	4.00	\$		\$	4.00	\$ 1,460.00
7.	Mass Grading - Imported Sand Fill Grade Changes to meet Elevation of Bridge	480	CY	\$	19.44	\$	-	\$	19.44	\$ 9,331.20
			SUBTO	OTAL B	RETON AV	E STREI	ET CONST	RUCTIC	ON ITEMS	\$ 45,427.04
B. AD	MINISTRATION ITEMS									
1.	15% of Street Subtotal for Administration, Engineering, and Surveying	1	LSUM							\$ 6,814.06
TOTAL BRETON AVE OVERSIZING ITEMS (CITY CONTRIBUTION)										\$ 52,241.10

Breton Ave Oversizing Construction Quantity Estimate Bretonfield Preserve Phase 6 City of Kentwood, Kent County, Michigan ADDITIONAL WIDTH FOR BRETON AVE

ITEM	NO. DESCRIPTION	QUANTITY	<u>UNIT</u>	UNIT PRICE	TOTAL						
A. BRE	ETON AVE STREET CONSTRUCTION ITEMS - IN EXCES	S OF THE STANDAF	RD WIDTH FOR	R 30' WIDE CROSS	SECTION						
1.	Fine Grade Gravel	392	SY	\$ 1.52	\$ 595.84	_					
2.	Furnish and Place Bit. Base Course 3" MDOT 3C	392	SY	\$ 12.76	\$ 5,001.92	_					
3.	Furnish and Place Bit. Wear Course 2" MDOT 13A	392	SY	\$ 8.87	\$ 3,477.04	_					
4.	Furnish and Place Pavement Markings	1	LSUM	\$ 2,500.00	\$ 2,500.00	_					
5.	Furnish and Place 12.5" Thick Aggregate Base Compacted in Place (CIP) MDOT 21AA Mod.	624	SY	\$ 16.91	\$ 10,551.84	_					
6.	Furnish and Place 12" Thick (CIP) Sand Subbase MDOT CLII	255	CY	\$ 19.44	\$ 4,957.20	_					
7.	Furnish and Lay 12" C-76 CL III Storm Sewer Including Sand Backfill	18	LF	\$ 42.74	\$ 769.32	_					
8.	Furnish and Place MDOT F-4 Concrete Curb This line item includes the D-1 curb at each end of the islands	635	LF	\$ 26.00	\$ 16,510.00	-					
9.	Furnish and Place 6" sand Subbase for Decorative Concrete Ramps and Crosswalk	1	LSUM	\$ 1,400.00	\$ 1,400.00	_					
10.	Furnish and Place Decorative Concrete Ramps and Sidewalk	196	SF	\$ 55.55	\$ 10,887.80	_					
11.	Furnish and Place Concrete Sidewalk Crosswalk	121	SF	\$ 6.00	\$ 726.00	_					
12.	Furnish and Place ADA Compliant Approach	2	EA	\$ 3,000.00	\$ 6,000.00	_					
13.	Furnish and Place Irrigation Conduit	162	LF	\$ 28.00	\$ 4,536.00	_					
14.	Furnish and Place 4" Screened Topsoil	210	SY	\$ 5.00	\$ 1,050.00	_					
15.	Furnish and Place Hydroseed	210	SY	\$ 1.80	\$ 378.00	_					
16.	Furnish and Place Irrigation System 1.5" PVC, TORO Heads & Wire	1	LSUM	\$ 9,983.00	\$ 9,983.00	_					
	\$ 79,323.96	_									
B. AD	MINISTRATION ITEMS										
1.	15% of Street Subtotal for Administration, Engineering, and Surveying	1	LSUM		\$ 11,898.59	_					
	TOTAL BRETON AVE OVERSIZING ITEMS (CITY CONTRIBUTION)										

MEMORANDUM



TO: City Commission

FROM: Shay Gallagher, Deputy City Administrator

DATE: February 28, 2023

TOPIC: MC Smith Associates and Architectural Group, Inc. - DNR Grant Consultant

ACTION REQUESTED: It is requested that the City Commission authorize MC Smith Associates and Architectural Group, Inc. to be the designated consultant for submission of Michigan Department of Natural Resources (DNR) Trust Fund and Land Acquisition Grants within the City of Kentwood.

PRESENT SITUATION: MC Smith Associates and Architectural Group, Inc. has worked with the City of Kentwood for nearly 20 years and on numerous projects. MC Smith Associates have been instrumental in the submission and award of several DNR Trust Fund Grants, like the Michigan Spark Grant, Land and Water Trust Fund Grants, Natural Resources Trust Fund Grant, and Land Acquisition Grant.

Given MC Smith's past and present assistance with park projects and grant submissions, staff would like to formalize our relationship with MC Smith Associates to continue the valued working relationship the City has established, and further the City's and Commission's park enhancement promises outlined during the millage campaign.

Formally naming MC Smith Associates and Architectural Group, Inc. as the City's designated consultant for submission of DNR Trust Fund and Land Acquisition grants would not supersede expenditure policies or City Commission authority. It would, however, allow the Mayor, within established spending policy, to authorize grant submissions for future park improvement projects. The use of DNR grant funding will enable the City to more quickly meet the goals outlined in the millage campaign while continuing to be good stewards of public funds.

Please contact Shay P. Gallagher at 554-0770 if you have any questions.

MEMORANDUM



TO: City Commission

FROM: Shay Gallagher, Deputy City Administrator

DATE: February 28, 2023

TOPIC: Deer Survey Partnership

ACTION REQUESTED: None; this memorandum is informational only.

PRESENT SITUATION: Staff has been receiving an increasing number of reports related to deer and their impact on private property within the City. Public Works and Police staff have worked to track deceased deer removals from City roadways and car/deer strikes. City staff is requesting additional data to ascertain if the Kentwood deer population is growing and whether a more extensive regional discussion is needed.

Given the above, staff sought input from the biology department at Grand Valley State University (GVSU). The City of Kentwood and GVUS desire to work together to establish an action plan to assess the current deer population within the City, perform genetic analysis of the deer herd, and generate a male/female ratio. This data will help staff to understand better the size/population of the deer herd in our area and which areas within the City are most impacted by deer.

The goal of the joint study is to better inform staff, residents, and community partners about the deer herd within the City. Further, City staff anticipates working with neighboring communities to understand their deer concerns and work to address concerns from a regional perspective.

Lastly, staff also hopes to develop a public-facing dashboard or data center for residents to interact with.

Staff hopes to include heat mapping of the deer population and mapping of where deer/car strikes are most prevalent.

City staff is actively working on public outreach information to alert them to the upcoming deer survey initiatives; this will likely include an opportunity for resident input. The majority of survey work will take place in the late summer and fall of 2023, when the deer are most active.

The cost of the surveying activities will be nominal, with the City providing mileage reimbursements for GVSU students participating in the survey and expenses associated with the genetic analysis of the deer herd.

Please contact Shay P. Gallagher at 554-0770 if you have any questions.



Pung 02/07/23

CITY OF KENTWOOD PLANNING COMMISSION APPROVED FIDNINGS OF FACT FEBRUARY 28, 2023

PROJECT:		Snackcraft Building Addition
APPLICATION:		4-23
LOCATION:		4444 – 52 nd Street, 5219 Broadmoor Avenue, and 5217 Broadmoor Avenue
HEARING DATE:		February 14, 2023
REVIEW TYPE:		Major change to an approved Planned Unit Development.
MOTION:		Motion by Benoit, supported by Poyner, to recommend to the City Commission conditional approval of the major change to the PUD and approval of the PUD Site Plan dated January 31, 2023. The approval is conditioned upon conditions 1-7 and basis points 1 -5 as described in Pung's memo dated February 7, 2023. - Motion Carried (7-0) – - Quinn, Porter absent
	1.	Review and approval by City staff of a PUD Development Agreement.
	2.	Combine the three (3) existing parcels in to a single parcel.

- 3. City Commission approval of a deviation to the exterior building material requirements to permit the exterior building material to be composed of primarily insulated metal panels. Final building elevations shall be consistent with those submitted by the applicant and dated January 31, 2023.
- 4. Infill of the gap (approximately 90 feet) in the existing asphalt path along Broadmoor Avenue with a 5-1/2 foot wide asphalt path complying with all Michigan Department of Transportation requirements.

BASIS:

- 5. Final landscape and exterior photometric plans to be reviewed and approved by Planning Department staff.
- 6. Compliance with all applicable City Engineering Department regulations and requirements.
- 7. Compliance with all applicable Fire Department regulations and requirements.
- 1. The path infill will complete the asphalt path along the Broadmoor Avenue frontage of the property.
 - 2. Section 12.08.E.5 of the Zoning Ordinance requires that the predominant material utilized on facades visible from a public rightof-way or parking lot be brick. Insulated metal panels are proposed to be the predominant material. Section 12.08.F of the Zoning Ordinance permits the City Commission, after recommendation from the Planning Commission, to waive or alter this requirement.
 - 3. The development is consistent with the Master Plan recommendation for industrial development.
 - 4. Applicant's representation at the work session and public hearing.
 - 5. Discussion at the work session and public hearing.

STAFF REPORT:	January 19, 2023
PREPARED FOR:	Kentwood Planning Commission
PREPARED BY:	Joe Pung
CASE NO.:	4-23 Snackeraft Building Addition

GENERAL INFORMATION

Grand Rapids, MI 49503 STATUS OF APPLICANT: Property Owner	
APPLICANT: Property Owner	
REQUESTED ACTION: Major change to a Planned Unit Development and Final PUD S Plan	ite
EXISTING ZONING OF	
SUBJECT PARCEL: IPUD Industrial Planned Unit Development	
GENERAL LOCATION: 4444 – 52 nd Street, 5219 Broadmoor Avenue, and 5217 Broadmoo Avenue	or
PARCEL SIZE: 21.92 acres (3 parcels)	
EXISTING LAND USE	
ON THE PARCEL: Industrial	
ADJACENT AREA	
LAND USES: N: 52 nd Street ROW	
S: Industrial	
E: Broadmoor Avenue ROW	
W: Industrial	
ZONING ON ADJOINING	
PARCELS: N: CPUD Commercial Planned Unit Development	
S: IPUD Industrial Planned Unit Development E: I1 Light Industrial	
W: IPUD Industrial Planned Unit Development	

Compatibility with Master Plan

The Master Plan recommendation is for industrial use for this site. The existing use and proposed building expansion are consistent with the Master Plan recommendation.

Relevant Zoning Ordinance Sections

Chapter 12 of the Zoning Ordinance describes the regulations pertaining to Planned Unit Development districts. Section 13.06.D requires Planning Commission review and approval of final site plans for a PUD phase and recommendation to the City Commission for any major changes. Section 13.06.E requires City Commission approval of a major change to a planned unit development. Section 13.09 outlines the general review standards. Section 14.05 outlines the site plan review standards.

Zoning History

In 1991 the city approved the rezoning of the property from I1 Light Industrial to IPUD Industrial Planned Unit Development (see Exhibits 2 & 3: Case 25-91 City Commission Rezoning Findings of Fact and Applicant Statement of Purpose) and a Preliminary PUD Plan (see Exhibits 4 – 7: Case 25-91 Planning Commission Site Plan Findings of Fact and Preliminary PUD Plan).

SITE INFORMATION

Site Characteristics

The 21.92 acre site (3 parcels) is located at the southwest corner of 52nd Street and Broadmoor Avenue. The site relatively flat and developed with an existing 122,904+/- square foot industrial building and parking. There is an existing tree line along the west property line and several trees in the northeast corner of the site; the remainder of the site is natural vegetation or lawn.

Traffic & Circulation

The site has access off of 52nd Street through an existing curb cut. No change to the access is proposed. The approved 1991 Preliminary Site Plan depicted a drive onto Broadmoor Avenue; no drive is proposed, nor is such a drive recommended by staff.

The City of Kentwood Non-motorized Plan calls for a 10-foot wide shared use path along Broadmoor Avenue. There is currently an incomplete (gap of approximately 90 feet) approximately 5-foot wide asphalt path along Broadmoor Avenue (see Exhibit 8); the existing path will need to be expanded to a width of 10 feet and the gap filled.

There is currently no pedestrian access from the pedestrian facilities along Broadmoor Avenue and 52^{nd} Street to the building entrance. A pedestrian pathway needs to be established to permit pedestrian access to the building without having to use the vehicular circulation system. This would be consistent an intent and purpose of a planned unit development.

Parking

Based on the use breakdown provided by the applicant, a minimum 221 parking spaces are required. The applicant is proposing to provide 135 parking spaces in addition to 87 deferred parking spaces for a total of 222 parking spaces. Chapter 17 of the Zoning Ordinance makes allowance for deferred parking. The installation of the deferred parking can be initiated by the owner or required by the Zoning Administrator.

Engineering

All applicable Engineering Department standards and requirements will have to be met.

<u>Fire</u>

All applicable Fire Department standards and requirements will have to be met.

Staff Comments

- 1) The proposed 171,150+/- square foot addition to the existing building and removal of several out lots constitutes a major change to an approved planned unit development thereby requiring review and approval from the Planning and City Commissions.
- 2) The initial industrial building was constructed in 1974, prior to the rezoning of the property. A 6,160 square foot addition was constructed in 1995, a 4,050 square foot addition in 1999, and a 14,000 square foot addition in 1996.
- 3) The existing building has a nonconforming height of 45.9 feet at its highest point; the Zoning Ordinance limits the building height to 45 feet. The proposed addition would have a height of 32 feet.
- 4) A condition of the original preliminary site plan approval was for Planning Commission review and approval of the architecture for the redevelopment and expansion of the existing industrial building. The exterior of the proposed addition would consist primarily of insulated metal panels. The Zoning Ordinance currently limits metal composite material panels to 75 percent and requires that the predominant material utilized on facades visible from a public right-of-way or parking lot be brick. Staff has reached out to the City Attorney to determine if the development would be held to the current building material standards; if so, the applicant would need to revise the building materials or request a waiver from the requirement.
- 5) When the rezoning and preliminary site plan were approved in 1991, a PUD Agreement was not required. The Zoning Ordinance currently requires a PUD Agreement be reviewed and approved as part of a planned unit development. Section 12.09.D of the Zoning Ordinance lays out what is to be included in a PUD Agreement. Staff has reached out to

the City Attorney on whether or not a PUD Agreement will need to be drafted as part of this request.

6) The applicant is proposing to significantly increase the amount of landscaping on the site.



Exhibit 1: Project Location



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		APPROVD.	•
		PROINCE OF FACT	
		thermos 11, 1991	
PROJECT:	Xe	atwoxi Comerce Center	
Application	25	5-91	
	9	submest corner of Broadmoor Avenue and 52nd Elrest	
LOCATION:		stoker 15, 1991	
HEARINE DATE:		1 1 upper 21 16 across from 1-1 Light Industrial	
NEVIEN TYPE	t	O IND DESMILITER PLANES CHEE STORE	
MULICH	ר יי יי יי	EATERN BY HARDINAN SUPPORTED BY WALLE TO ADOPT SCHWARE 7-91 AND DING THE ZCHING ORDINANCE TO REZORE HID: KENWOOD COMPEKE CONTER, LOCATED ON THE SOUTIMET DESERVICE SOME STREET AND RECEIPTOR AVIANE, FILM I-1 LIGHT HEASTREAL TO THE RECEIPTION PLANED UNIT DESERVICEST.	
N-11 (2011 Wat	ot Ye	ast All. Naya: Bond, Abcontt Hono.	
MULT CHAR FOR		- Ordinarco adepted -	
145161	1.	The Master Plan recommends industrial use for this preparty. Both the existing roning and the proposed INED xoning couply with this designation. However, the ability to coordinate access and circulation on the overall project site justifies the NOD project proposal.	
	2.	The Written Statements substitued in support of the proposal describes uses on the outlots that are subject to discretionary Special Use review by the Planning Consistion. Thus approval of the miconing with its development concept is still subject to subsequent detailed review and approval of the uses within.	1
	3.	The applicant has observe domentated through the accompanying proliminary site plan and written statements that the project can meet the RO qualifying conditions contained in Kentwood Boning Ordinarce Section 23.10.2.	



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	•	United Development	
		φαίτες τέλειδρωένο στος Γρινός εποτάντους	
	GTATERINT	or runfork	
industri corner (al Plannod Valt payard 52nd Stroat and Broa		
of the recently clausif	v realized the co	nduntrial unon in this portion i the Planning Commission has mmittment to that land uso ng Commission, however, has r portain types of supporting the I+PUD District.	
The val potsona roguito aroas.	tious workers and emp 1. and business-relate travel to either 44t We contend that su	loyaos in the area have both d ratail nunds that currently h Street or 28th Street retail ich inquirements serve to add vily developed retail streets, thin reasonable time periods,	
	ampact to the require to this project, I we	ments of the Soning ordinance ald submit the following:	
1)	The proposed rezont Use Plan in that industrial classifie	ng conforms to the Futuro Land the property romains in an ation.	
2	in Rentwood for Wi be applied. We be	nd undersloped land slawhard high this classification might blove, hewever, that the site is the best for this purpose ibility and its controlity to rial area.	
3		used as it is presently zoned, ting building can be doubled hing excess land ideally located il uses.	
	the area indicatop the existing fac: improvements to t any deficiencies, development will he than previously pl vs retail use con	Ave substantially fonded version lanned because of an industrial cept. The internal circulation tion of the accoust drives will co the impact of this project	





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	Findings of Fr Cam #25-91 6 Page 2	set Ita Pl	נעס . ועס	
			The sign display provisions for this development as detailed in Section 25.13.5 shall, complement the architecture of the buildings and be subject to review by the rentwood Planning Ormalssion.	
		6.	Installation of the 52nd Street driveway prior to the reconstruction of 52nd Street all require a hypous flare across from the drive and a right turn deceleration lang approaching the drive from the west.	•
1		7.	Servening of loading arous cloudd be noticalled to receen Its view from general parking arous and adjacent properties.	
		G,	Public manitary scent will be mended along the west side of Breadmoor.	
		9,	Watermain will have to be looped from 52nd Street to Brownsor Autom. Paybook to Steelcase on the Brownsor frontage.	
		10.	Stanmater detention cutlet for the south side in on existing 24 Inch at the scatteest corpor.	
		11.	Fire marabal's August 28, 1991, 5000.	
	BAS181	1,	The reaching is a necessary precondition to allow the placement of the dissimilar industrial uses on the same lot.	
		2.	Landscape improvements within the future right-of-way must be reconciled with the drainage improvements aspeciated with the state's reconstruction and expansion of Broadmoer. The Michigan Department of Transportation is the agency responsible for the insumate of delevany permits on state trucklines. Eachlishment of the Broadmoer drivens prior to the rescatingtion of the read will create the read to protect and accommenta- ture concents into the protect and accommenta- ture concents into the projecty without interrupting the flow of through traffic on Broadmoer.	
		3.	qualify this project as a planned terminate one and next apparent in the architectum of the huildings and the accordanying algo display.	
		4.	The prescribed multications to the Breadmor drive location and believard design are considered necessary to accumulate the region cosmings within a rescontracted and expanded Brandmor as well as further reporte circulation within the site from the public right-of-way.	

Exhibit 5: Case 25-91 Planning Commission Site Plan Findings of Fact (Page 2 of 3)

Exhibit 6:	Case 25-91	Planning	Commission	Site Plan	Findings	of Fact (Pa	age 3 of 3)
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and the second secon A COLORADO AND A COL Ø Ø Findings of Fact Case 425-91 Site Plan Page 3 n tu . Omstructing the 52rd Street driveray prior to the reconstruction of this read will creats the need to protect and accommutate turn revenents into the proparty without interrupting the flow of through traffic on 52rd Street. 5.


Exhibit 7: Case 25-91 Approved Preliminary PUD Site Plan

Exhibit 8: Existing Pathway Along Broadmoor Avenue





Exhibit 9: April 2020 Pictometry Photo (View from the North)

Exhibit 10: April 2020 Pictometry Photo (View from the East)



Exhibit 11: September 2022 Google Streetview (View from 52nd Street)



Exhibit 12: August 2021 Google Streetview (View from Broadmoor Avenue)





MEMORANDUM CITY OF KENTWOOD

- **TO:** Honorable Mayor and City Commission
- **FROM:** Honorable Amanda Sterkenburg, 62B District Court Judge Michele White, Court Administrator/Magistrate Chad Griffin, Director of Public Works Cori Derengowski, Purchasing Assistant
- **DATE:** March 7, 2023
- TOPIC: Office Task Chair Replacements for District Court 62-B

ACTION REQUESTED: It is requested that the City Commission approve the purchase of replacement workstation office chairs for 62-B District Court from Interphase Interiors, Inc. in the amount of \$27,800, from the Property & Building Fund.

BUDGET TABLE	
FY22-23	\$45,000
THIS REQUEST	27,800
REMAINING	\$17,200

BACKGROUND: The workstation office chairs in 62-B District Court were purchased in 2004 and are due for replacement. Many have failing hydraulics and other broken parts that are out of warranty, so replacement is more cost beneficial than reupholstering and repair.

In 2018, quotes and samples were solicited to determine a City standard office chair for upcoming replacements, and Haworth's Very Task chair (pictured below) was selected. Pricing comes from piggy-backing on the State of Michigan MiDEAL contract through Interphase Interiors.

A stain resistant coating will be applied at the factory at no additional cost. The requested amount also includes the delivery and set up.

The old chairs will be evaluated for recycling or sale at public auction.

If you have any questions, please contact Michele White (616.554.0715) or Chad Griffin (616.554.0825).

Thank you for your consideration of this request.





MEMORANDUM

- **TO:** Honorable Mayor and City Commission
- **FROM:** Jim Kirkwood, P.E., Director of Engineering and Inspections Brad Boomstra, P.E., City Engineer Cori Derengowski, Purchasing Assistant

CITY OF KENTWOOD

- **DATE:** March 7, 2023
- TOPIC: Design & Construction Engineering for the Reconstruction of Julivan Avenue & Ridgewood Street

ACTION REQUESTED: It is requested that the City Commission authorize the Mayor to enter a contract for design and construction engineering services with Progressive AE for the reconstruction of Julivan Avenue and Ridgewood Street (44th Street to Division Avenue), in an amount not-to-exceed \$347,237 (including a 10% contingency), with funds from the Local Street Fund, and Water and Sewer Funds, as appropriate.



BACKGROUND: Ridgewood Street and Julivan Avenue, shown in red on the map above, need reconstruction. They have received poor PASER ratings and have deteriorated beyond the point where resurfacing is effective. The reconstruction will be designed in 2023 with construction scheduled for 2024, utilizing Act 51 funds. The intent is to reconstruct the existing road including new curb and gutter, new sidewalk, water main replacement, sanitary sewer replacement, and storm sewer replacement, as needed. The cost for these improvements is estimated at \$3.5 million. Public input will be gathered during the design process and factored into the final design for the roadway.

A Request for Proposals resulted in ten proposals for the engineering services. The proposal submitted by Progressive AE (see Bid Tabulation) is recommended and is supported by staff's best-value scoring

system which is used to rank the proposals according to several factors.

While the Engineering Department has attempted to anticipate as many outcomes as possible, the design may expose factors that require further study. This request includes the typical ten percent contingency and any fees in excess of this amount as the project develops will be brought to the Commission for review and approval.

If you have any questions, please contact Jim Kirkwood (554-0739) / <u>kirkwoodj@kentwood.us</u> or Brad Boomstra (554-0740) / <u>boomstrab@kentwood.us</u>.

Thank you for your consideration of this request.

BID TABULATION			
Responding Firm		Project	Project
	Not	-to-Exeed	Hours
WILLIAMS WORKS	\$	175,080	1,628
ENG INC	\$	224,030	1,970
FLEIS & VANDENBRINK	\$	233,500	2,100
LAND & RESOURCE ENG	\$	299,316	2,454
PROGESSIVE AE	\$	315,670	2,717
PREIN NEWHOF	\$	319,500	2,593
BERGMANN	\$	351,680	2,369
HUBBELL ROTH CLARK INC	\$	365,075	3,148
WIGHTMAN	\$	386,195	3,074
SPALDING DEDECKER	\$	398,738	2,201



MEMORANDUM

то:	Mayor and City Commissioners
FROM:	James Kirkwood, PE – Director of Engineering Bhama Cairns – Deputy Finance Director
DATE:	March 7, 2023
TOPIC:	Contract with MDOT for 52 nd Street from Kalamazoo Avenue to Breton Avenue

ACTION REQUESTED: That the City Commission pass the attached resolution approving a contract between the City of Kentwood and the Michigan Department of Transportation (MDOT) for the reconstruction of 52nd Street from Kalamazoo Avenue to Breton Avenue. Kentwood's share of the construction is estimated at \$0.642 million, to be paid from the FY23 and FY24 Major Street Fund (Act 51) budget.

BACKGROUND: This stretch of 52^{md} Street was rated both 3s and 4s on a scale of 10 in 2021, making it one of the lowest rated major streets in Kentwood. The project has been bid and construction will occur this summer. It has been programmed for \$2.894 million in federal funds through the Grand Valley Metro Council. The project consists of roto-milling out the existing eight inches of asphalt and repaving with new asphalt. In addition, 2,000 feet of 12-inch cast-iron water main will be replaced with new ductile-iron water main, which is estimated to cost approximately \$864,000, and will be paid from the FY23 and FY24 water fund budget. The estimated cost for the project is \$4.839 million overall, including a 10% contingency.

MDOT has committed \$2,762,152 in Federal Surface Transportation Program Urban (STP-Urban) funding, and another \$131,654 in Federal Congestion Mitigation and Air Quality (CMAQ) Improvement Program funding. The contract amounts listed below were prepared based upon estimated costs. The City will be responsible for costs that exceed the estimates, plus all design and construction engineering fees (already approved by Commission). Bids for the project will be received by MDOT on Friday, March 3.

Funding	Estimated Total Cost	Estimated Federal Share	Estimated Kentwood Share
STP-Urban	\$3,287,000	\$2,762,152	\$524,848
CMAQ	\$248,500	\$131,654	\$116,846
Water Main	\$864,000	\$0	\$864,000
	\$4,399,500	\$2,893,806	\$1,505,694

Please contact Jim Kirkwood at 554-0739, <u>kirkwoodj@kentwood.us</u> or Brad Boomstra at 554-0740, <u>boom-strab@kentwood.us</u> if you have any questions or concerns. Thank for your consideration of this request.

CITY OF KENTWOOD RESOLUTION NO. – 23

A RESOLUTION TO APPROVE A CONTRACT BETWEEN THE CITY OF KENTWOOD AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) PERTAINING TO RECONSTRUCTION WORK IN 52nd STREET FROM KALAMAZOO AVENUE TO BRETON AVENUE.

Minutes of a regular meeting of the City Commission of the City of Kentwood, Kent County, Michigan, held in the Kentwood City Commission Chambers, 4900 Breton Avenue, S.E., in said City, on March 7, 2023, at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Commissioner ______ and supported by Commissioner ______.

WHEREAS, a contract is proposed between the City of Kentwood and the Michigan Department of Transportation pertaining to reconstruction work along 52nd Street between Kalamazoo Avenue and Breton Avenue; including:

PART A — FEDERAL PARTICIPATION

Hot mix asphalt removal and resurfacing, shared use path, roadway grading, subbase, aggregate base, concrete curb and gutter, sidewalk, curb ramps and permanent pavement markings along 52nd Street from Kalamazoo Avenue to Breton Road; and all together with necessary related work.

PART B — NO FEDERAL PARTICIPATION

Watermain, services and associated concrete sidewalk and transportation of millings along the limits as described in PART A; and all together with necessary related work.

AND WHEREAS, the City Commission is advised that said contract is approved as to form and content by the Director of Engineering and that it is a standard MDOT contract,

NOW, THEREFORE, BE IT RESOLVED THAT, the Contract No. 23-5014, Control Section STU 41000; Job No. 205689CON, submitted to the City of Kentwood by the Michigan Department of Transportation, be and the same is hereby approved.

BE IT FURTHER RESOLVED THAT, the Mayor and the City Clerk are hereby authorized to execute said contract for and on behalf of the City.

YEAS: Commissioners

NAYS:

ABSENT:

RESOLUTION DECLARED _____.

Dan Kasunic Kentwood City Clerk

CERTIFICATION

The foregoing resolution was certified at a regular meeting of the Kentwood City Commission held on March 7, 2023.

Dan Kasunic Kentwood City Clerk STP, CM

DA Control Section Job Number Project CFDA No. Contract No.

STU 41000 205689CON 23A0226 20.205 (Highway Research Planning & Construction) 23-5014

<u>PART I</u>

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 KENTWOOD, 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 Kentwood, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 2, 2023, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt removal and resurfacing, shared use path, roadway grading, subbase, aggregate base, concrete curb and gutter, sidewalk, curb ramps and permanent pavement markings along 52nd Street from Kalamazoo Avenue to Breton Road; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Watermain, services and associated concrete sidewalk and transportation of millings along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; 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:

CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM SURFACE TRANSPORTATION 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 the Michigan Department of Environment, Great Lakes, and Energy. 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, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

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 accordance with the following:

PART A

Federal Surface Transportation Funds in combination with Federal Congestion Mitigation and Air Quality Improvement Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$3,055,391, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal Congestion Mitigation and Air Quality Improvement Program Funds, limited to \$131,654, used first. The balance of the PART A portion 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.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will 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. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

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.

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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 or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents 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 the highway 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 the highway, described as the PROJECT 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.

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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 jurisdiction of the highway described as the PROJECT 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 KENTWOOD

MICHIGAN DEPARTMENT OF TRANSPORTATION

By Title:

By_____ Department Director MDOT

By			
Title:			

REVIEWED

February 2, 2023

EXHIBIT I

CONTROL SECTIONSTU 41000JOB NUMBER205689CONPROJECT23A0226

ESTIMATED COST

CONTRACTED WORK

	PART A	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$3,535,500	\$864,000	\$4,399,500

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$3,535,500	\$864,000	\$4,399,500
Less Federal Funds*	<u>\$2,893,806</u>	<u>\$0</u>	<u>\$2,893,806</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 641,694	\$864,000	\$1,505,694

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

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 If the DEPARTMENT determines that an the Notice of Audit Results. 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 REOUESTING 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:
 - As work on the PROJECT commences, the initial payments for contracted work 1. 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 REOUESTING 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.

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- 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.
- In the event that the Michigan Civil Rights Commission finds, after a hearing held 8. 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. <u>Compliance with Regulations</u>: 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. <u>Nondiscrimination</u>: 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. <u>Solicitation for Subcontracts, Including Procurements of Materials and Equipment</u>: 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. <u>Information and Reports</u>: 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. <u>Sanctions for Noncompliance</u>: 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. <u>Incorporation of Provisions</u>: 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 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 Implementation of this program is a legal agreement. obligation and failure to carry out its terms shall be treated as Upon notification to the a violation of this agreement. 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.



Memorandum

TO: Honorable Mayor and City Commission

FROM: Terry Schweitzer, Community Development Director

DATE: March 2, 2023

RE: Funding Application for Pedestrian Refuge Island in Forest Hill Avenue

ACTION REQUESTED: It is requested that the City Commission adopt the attached draft resolution to authorize the Mayor to apply for a Safe Routes to School grant to build a pedestrian refuge island on Forest Hill Avenue in the immediate vicinity of Orchard Creek Drive and Hall Street. This project is intended to improve the safety of pedestrian passage between the Meadow Brook Elementary School and the residential subdivisions on the west side of Forest Hill Avenue.

BACKGROUND: Over the past two years Police and Planning Department staff have been collaborating with representatives of Meadow Brook Elementary School, Ada Township, Kent County Road Commission and the Michigan Fitness Foundation on the prospect of Safe Routes to School funding to improve the pedestrian network serving the residential areas proximate to the Meadow Brook Elementary School. The school representatives have included the principal, several teachers and a few parents. During this process a walking audit was conducted to gain a better perspective on opportunities to improve the safety of walking and bicycling back and forth to school. As a result of the audit, Ada Township and the Kent County Road Commission will be submitting a grant request to install sidewalk on both sides of Argo Street to the north. Likewise, the audit identified the desirability of installing a pedestrian refuge island in Forest Hill Avenue to connect with the Creekside Estates subdivision in Kentwood and the Grand Rapids Township subdivision a little farther to the north.

March 7, 2023

RESOLUTION NO.

CITY OF KENTWOOD KENT COUNTY, MICHIGAN

A Resolution of Support To Make Application for a Forest Hill Avenue Pedestrian Refuge Island Safe Routes to School Project

WHEREAS, the City of Kentwood is committed to enhancing the City roadway system and work with other local agencies to improve the safety of pedestrian facilities, and

WHEREAS, the city of Kentwood is collaborating with Meadow Brook Elementary School, Ada Township and the Kent County Road Commission, to supplement and improve the pedestrian network serving the residential areas proximate to the Meadow Brook Elementary School, and

WHEREAS, the City of Kentwood enlisted the services of a qualified traffic engineering firm in 2022 to assist in the assessment of a representative sample of existing intersection crosswalks for compliance with Michigan laws and Kentwood standards, and recommend design modifications, and

WHEREAS, Forest Hill Avenue, in the immediate vicinity of Orchard Creek Drive and Hall Street, was one of the intersections selected for assessment based on public and key stakeholder input, and

WHEREAS, the provision of a pedestrian refuge island was recommended for this midblock Forest Hill Avenue area, and

WHEREAS, the provision of a pedestrian refuge island is an eligible Safe Routes to School activity.

NOW, THEREFORE, BE IT RESOLVED, that the Kentwood City Commission authorize city staff to file an application with the Michigan Department of Transportation Safe Routes to School Program to construct a pedestrian refuge island in Forest Hill Avenue in the immediate vicinity of Orchard Creek Drive and Hall Street for the following estimated project costs:

Total estimated mid-block pedestrian refuge island cost:\$20,000100% Federal Funding\$20,000

BE IT FURTHER RESOLVED that the city of Kentwood is responsible for the maintenance of the pedestrian refuge island after construction is complete. The city of Kentwood will also hire a Project Engineer who shall approve all construction documents, attend the Grade Inspection meeting, pre-construction meeting, and final project review. In addition, the Project Engineer shall be available for meetings with the Michigan Department of Transportation and shall assure that the Project Record Files are maintained.

The foregoing resolution was proposed by Commissioner		
supported	d by Commissioner	
AYES:	Commissioners:	
NAYS:		
ABSTAIN:		
ABSENT: _		

RESOLUTION DECLARED ADOPTED

Dan Kasunic Kentwood City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kentwood, Kent County, Michigan at a regular meeting held on March 7, 2023, and that the public notices of said meeting were given pursuant to Act No. 267 of the Michigan Public Acts of 1976, including in the case of a special or rescheduled meeting notice of publication or posting at least eighteen (18) hours prior to the time set for the meeting.

Dan Kasunic Kentwood City Clerk



Memorandum

То:	City Commission
From:	Mayor Stephen Kepley
Date:	March 7, 2023
Re:	Appointment to the Building Code Board of Appeals

I am requesting confirmation of the appointment of Michael J. Belisle to the Building Code Board of Appeals. This appointment is filling a two-year term (January 2023 – January 2025).

Please find his application and resume attached.

Thank you for your consideration.