



City of East Grand Rapids  
Regular City Commission Meeting  
Agenda

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YouTube Livestream:  
<https://bit.ly/2xXILvn>  
Begins at 6 pm.

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**October 4, 2021 – 6:00 p.m.**  
(EGR Community Center – 750 Lakeside Drive)

1. Call to Order.
2. Approval of Agenda.
3. Public Comment.
4. Report of Mayor, City Commissioners and City Manager.

Regular Agenda Items

5. Strategic Planning Proposal (*action requested*).
6. Cascade Township Permit and Inspection Fees (*comments welcome; no action requested*).

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

7. Minutes of the regular meeting held September 20, 2021.
8. Disbursement of funds: payroll disbursements of \$249,723.37; county and school disbursements of \$239,024.00, and total remaining disbursements of \$892,238.13.
9. Kent County Road Commission Services and Materials Authorization.

\* \* \*

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



CITY OF  
EAST GRAND RAPIDS

5

750 LAKESIDE DRIVE SE · EAST GRAND RAPIDS, MICHIGAN 49506

(616) 940-4817

www.eastgr.org

SHEA CHARLES  
CITY MANAGER

**MEMORANDUM**

TO: Honorable Mayor and City Commissioners  
FROM: Shea Charles, City Manager  
DATE: September 29, 2021  
  
RE: Strategic Planning Session Proposal

Action Requested: That the City Commission consider accepting the one-day strategic planning proposal from Marilyn Semonick.

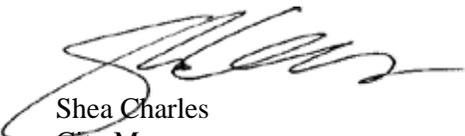
Background: Each year the city updates its Goals & Objectives as part of the annual budget process and periodically engages outside assistance from Marilyn Semonick. Attached is a revised proposal from Ms. Semonick based on the feedback from City Commission and the Finance Committee.

The proposal is for a one-day session, potentially a Saturday, enabling the City Commission and staff to come together in a collaborative environment to work on these issues. The proposed process is as follows:

- Review of shared community vision in established Strategic Goal Areas
- Senior Staff to provide to-date status report of progress in Strategic Goals
- Review Strategic Goal Areas for any needed FUNDAMENTAL changes to appropriately reflect the work we have in front of us. Are the Goal Areas still relevant? Does anything need to be added, modified, or deleted?
- Discuss threats and/or opportunities the City may need to address in the near future
- Work on Strategic Initiatives
  - Review initiatives in Strategic Goal Areas
  - Identify additional initiatives
  - Prioritize initiatives in each Strategic Goal Area
  - Discuss next steps

Once the session is complete, Ms. Semonick will compile a final report for the City Commission within 21 days. Ideally the session will be in either in December or January, which is different than years past. By holding the session earlier, it will enable I and the team to begin to integrate the goals & objectives into the annual budget. Looking forward, I would like to keep the annual goals and objectives session at the beginning of the budget process, though we may not engage outside assistance each year.

Cost for the session is \$3,000 plus expenses and there are funds currently budget within the City Manager Department for this effort. As we proceed through the process and realize an additional time is needed Ms. Semonick will be available for any follow-up sessions.

  
Shea Charles  
City Manager

September 29, 2021

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

Shea . . .

Thank you for sharing the Commissioner's discussions regarding their ideas for your upcoming strategic planning session(s). Based on their conversations I suggest considering one(1) work session to achieve their desired outcomes, outlined below to align goals and prepare for the budgeting process.

At the end of the first work session the Commission can make a determination if another one would be beneficial.

Again, for your convenience the document is organized in the following sections:

- Objective and Focus of the Session
- Project Approach
- Project Report
- Project Timing and Professional Fees

### **Objectives and Focus of the Session**

The East Grand Rapids Leadership Team, comprised of the Mayor, City Manager, City Commission, and Senior Staff is charged with the responsibility of creating and implementing policies that have both immediate and long-range impacts to the City.

I commend you for annually building upon your strategic plan, with status reports of recent progress, examination progress achieved, and selection of objectives within each Strategic Goal Area. And, every few years, conducting a deeper dive, including the exploration of threats and opportunities the City needs to be aware of in the near future.

It is my understanding that, once again, the Commission will review the status of current goals/projects, discuss what will be implemented, and establish priorities to move the City towards its long range vision. The work session is intended to build upon the work and achievements to date.

- o Review of shared community vision in established Strategic Goal Areas
- o Senior Staff to provide to-date status report of progress in Strategic Goals
- o Review Strategic Goal Areas for any needed FUNDAMENTAL changes to appropriately reflect the work we have in front of us. Are the Goal Areas still

- relevant? Does anything need to be added, modified, or deleted?
- Discuss threats and/or opportunities the City may need to address in the near future

§ Work on Strategic Initiatives

- Review initiatives in Strategic Goal Areas
- Identify additional initiatives
- Prioritize initiatives in each Strategic Goal Area
- Discuss next steps

By taking the time to develop a vision, set goals, and create implementation suggestions, the City Commission will help the City enjoy a more focused and productive venture into the future.

**Project Approach**

To optimize our time, energy, and intelligence wisely:

- To be prepared for discussion in the session, Senior Staff will provide updates, in writing, to Commission members within the current Strategic Goal Areas that will be discussed in the planning session.
- Session recommendation: conduct on a Saturday, with a working lunch, to optimize time and energy. To be scheduled based on mutual availability of all.

**Project Report**

Within twenty one (21) days after the conclusion of the work session, I will submit to City Manager Charles a report of generated ideas and details of the agreed-upon goals, projects, and tasks, etc., to provide specific direction to Commission, Senior Staff, and the community.

**Project Timing and Fees**

The work session will be scheduled based on mutual availability, aligned and timely to the budgeting process preparation.

The profession fee will include prep work, design, development, materials, delivery, and reports of this Project, and estimated at a not-to-exceed \$3,000 per session. In addition, out-of-pocket expenses associated with travel (i.e. mileage, lodging, and meals) will be billed at actual cost.

\* \* \* \* \*

I look forward to working with the City of East Grand Rapids and applaud the leadership team's commitment to focus on the City's highest priorities. If you have questions concerning this proposal or desire additional discussion, please do not hesitate to contact me at 248.342.3804 or [semonick@comcast.net](mailto:semonick@comcast.net).

Enthusiastically,  
Marilynn Semonick



CITY OF  
EAST GRAND RAPIDS

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DOUG LAFAVE  
DEPUTY CITY MANAGER

**MEMORANDUM**

TO: Honorable Mayor and City Commissioners  
FROM: Doug La Fave, Deputy City Manager  
DATE: August 27, 2021

RE: Cascade Charter Township Building Department Fee Update for Building/Trade Inspection Services

Action Requested: N/A. Comments and input taken from the City Commission will be submitted to Cascade Charter Township as they consider proposed rate increases.

Background: The City of East Grand Rapids has partnered with Cascade Township for building, plumbing, mechanical and electrical inspection services for residential and commercial structures for compliance with applicable State of Michigan building, plumbing, mechanical and electrical codes since 2005.

Cascade Township has not adjusted the inspection services fee rate schedule since 2009. Inspection services fees are allocated with 80% staying with Cascade Charter Township with 20% of collected fees going to the City of East Grand Rapids. The 20% transfer of fees collected going back to partner communities helps provide some revenue support for zoning and other development related services partner agencies are required to provide.

Below is recent history summary of fees collected and allocated from inspection service fees that pertain to the City of East Grand Rapids.

| <u>Total Fees Collected by Cascade Township</u> | <u>Transferred amounts to East Grand Rapids</u> |
|---|---|
| 2021 \$109,917                                  | \$21,983 YTD                                    |
| 2020 \$176,650                                  | \$35,330  |
| 2019 \$165,862                                  | \$33,172  |
| 2018 \$245,631                                  | \$49,126  |
| 2017 \$164,209                                  | \$32,841  |
| 2016 \$150,061                                  | \$30,012  |

Act 230 of 1972 provides for regulations with respect to construction code fees. Cascade Charter Township has noted that the proposed fee adjustments are in alignment with the Act.

***STILLE-DEROSSETT-HALE SINGLE STATE CONSTRUCTION CODE ACT (EXCERPT)***  
***Act 230 of 1972***

***125.1522 Fees; state construction code fund; fund for purchase and sale of codes and standards.***

*Sec. 22.*

*(1) The legislative body of a governmental subdivision shall establish reasonable fees to be charged by the governmental subdivision for acts and services performed by the enforcing agency or construction board of*

*appeals under this act, which fees shall be intended to bear a reasonable relation to the cost, including overhead, to the governmental subdivision of the acts and services, including, without limitation, those services and acts as, in case of an enforcing agency, issuance of building permits, examination of plans and specifications, inspection of construction undertaken pursuant to a building permit, and the issuance of certificates of use and occupancy, and, in case of a board of appeals, hearing appeals in accordance with this act. The enforcing agency shall collect the fees established under this subsection. The legislative body of a governmental subdivision shall only use fees generated under this section for the operation of the enforcing agency or the construction board of appeals, or both, and shall not use the fees for any other purpose.*

Included with materials are the 2009 (existing) fee rate schedule along with the proposed 2022 fee rate schedule (new rates will be effective January 2022). The net effect of the proposed fee adjustments is estimated to be a 23% increase. The net impact is somewhat challenging because it depends on project numbers, types, valuations, etc. The impact with projections and new rate adjustments for 2022 for the City of East Grand Rapids is \$200,000 in total permit fees, with \$160,000 (80%) remaining with Cascade Charter Township and \$40,000 (20%) returning to the City of East Grand Rapids.

The Cascade Charter Township Building Department provides State Building and Construction Code permitting and trade inspection services for local government units consisting of Cascade Charter Township, Grand Rapids Charter Township, Lowell Charter Township, City of East Grand Rapids, Ada Township and trade service inspection service for Vergennes Township and Plainfield Charter Township.

Cascade Charter Township has a staff of 14 for the building and trade inspection services for all partner communities which includes the required Building Official position, two Building Inspectors, a Commercial Plan Reviewer, three Mechanical and Plumbing Inspectors, two Plumbing Inspectors, two Electrical Inspectors, one Fire Inspector and two Administrative Assistants. The salary range for inspectors is between \$54,000-\$74,000, with benefits included the total compensation range is between \$75,000-\$95,000.

The current fund balance for the Cascade Charter Township Building Services Department is \$2,800,000, which is 1.9 times current FY expenses. The preferred fund balance for Building Services operations is 2.5 times expenses. The revenues from charged fees not only cover costs of employees, but all costs of operations including, but not limited to, building rent, utilities, transportation, training, equipment, etc. Cascade Charter Township has spent down fund balance in recent years and is adjusting rates to align with current and projected costs while also forecasting for periods of revenue declines that occur within the construction economy to provide for stable operations and level of service.

Currently the City of East Grand Rapids has a full time Zoning Administrator and several other employees that participate in planning, zoning and building trade activities. Current FY personnel costs are \$107,000. If the City of East Grand Rapids were to investigate hiring additional staff for building and trade inspection services, at a minimum it would take at least two to three full time employees. With personnel costs provided for the building trades positions, that would equate to expenses in the range of \$225,000-\$285,000 coupled with the existing personnel costs of \$107,000, providing for a personnel expense range of \$332,000-\$392,000. This would not include other operations costs. As is noted, the total estimated permit revenue with the proposed adjustments is \$200,000 for FY 2022. The intergovernmental partnership with Cascade Township provides for a higher level of service than what could be provided for under an in-house inspection services operation as well as lower cost structure.

All other partner communities have provided support for the proposed adjustments.

**REVIEWED & APPROVED FOR SUBMISSION:**

  
Shea Charles  
City Manager



# CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr SE Grand Rapids, Michigan 49546-7140

**Date:** August 13, 2021  
**To:** Partner Communities  
**From:** Brian Wilson, Director of Inspections  
**Subject:** Building Department Fee Update

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## **CURRENT ISSUE:**

Building Department fee schedule proposed updates: provide a summary of industry conditions relative to fees charged and begin the process to amending the approved fee schedule.

### Timeline:

|                    |  |
|--------------------|--|
| July 2021          | Gain consensus from ALL Cascade Twp elected officials                    |
| August / September | Bring proposal to all partner communities for feedback & acceptance      |
| Nov                | Return to Cascade Twp Board for approval with Jan 1, 2022 effective date |

## **ANALYSIS AND CONCLUSIONS:**

The current fee schedule was established in 2009. Since then, costs have increased substantially (mostly due to increased labor costs). Also, additional “value-added” services have been implemented (like online permitting and credit card processing) that have increased costs somewhat but provide a now “expected” service to our residents and contractors.

Due to the hard work of current staff and a very strong commercial construction environment, we have been able to hold rates at this level over the last 12 years. Looking ahead, the combination of increased labor costs and a potential reduction in commercial projects could undue the strong financial position that the department currently maintains.

Part of the mission statement for the department is to “provide a cost-effective permitting and inspection process.” In evaluating our current fees to those of both surrounding communities and other statewide departments of similar size, I have found that even with a modest increase to fees, the department would still provide a huge savings to the residents. This is the balance that I am attempting to find – provide a substantial value while maintaining excellent service.

## Building permits

| <u>Community</u>       | <u>Approximate fee per 000</u> | <u>Cost for 400k home</u> |
|------------------------|--------------------------------|---------------------------|
| Cascade - current      | \$ 2.49                        | \$ 995.00                 |
| Kentwood               | \$ 6.50                        | \$ 2,700.00               |
| Plainfield             | \$ 6.00                        | \$ 2,400.00               |
| Lansing                | \$ 6.50                        | \$ 2,700.00               |
| Ann Arbor              | \$ 8.00                        | \$ 3,200.00               |
| Cascade - proposed 5yr | \$140 base + 3.5               | \$ 1,550.00               |

## Trade permits

| <u>Community</u>   | <u>Trade insp fee - 1 insp</u> |  |
|--------------------|--------------------------------|--|
| Cascade - current  | \$ 50.00                       |  |
| Kentwood           | \$ 50.00                       |  |
| Plainfield         | same                           |  |
| Lansing            | \$ 110.00                      | plus \$80 add                                      |
| Ann Arbor          | \$ 50.00                       | plus \$35 add (note- item costs are approx double) |
| Gaines             | \$ 80.00                       | plus \$40 add                                      |
| State of MI        | \$ 150.00                      | plus \$75 add                                      |
| Cascade - proposed | \$70                           | plus \$70  |

## FINANCIAL CONSIDERATIONS:

The fee update is projected to provide additional permit revenue that will allow the department to accomplish the following:

1. Continue to provide value to the residents – only .35% fee (much less than comparable departments)
2. Ensure adequate staff levels for “busy” times, maintain next day service
3. Adjust inspector salaries to market rate & retain professional staff
4. Withstand any potential reduction in construction activity while maintaining high service levels
5. Maintain financial stability – prevent erosion of the fund balance

# Cascade Charter Township

## Building Permit Fee Schedule

The following building permit fee schedule was adopted by Cascade Charter Township on August 12, 2009 by virtue of sections 6 and 22 of Act 230 1972 as amended.

The total cost of the improvement is based on the International Code Council square foot cost table. Plan review fees for structures regulated by the residential code are included. Pre-manufactured unit fees are based on 50% of the normal on-site construction permit fee.

|   |  |
|---|--|
| \$0 to \$1,000 (includes one inspection)..... | \$50.00  |
| \$1,000 to \$10,000.....                      | \$50.00 plus \$10 per \$1,000 over \$1,000     |
| \$10,000 to \$100,000.....                    | \$125.00 plus \$3 per \$1,000 over \$10,000    |
| \$100,000 to \$500,000.....                   | \$395.00 plus \$2 per \$1,000 over \$100,000   |
| \$500,000 plus.....                           | \$1,195.00 plus \$3 per \$1,000 over \$500,000 |

### *Plan Review (other than residential code)*

Plan review and administration base fee.....\$50.00

|                                 |  |
|---------------------------------|--|
| \$0 to \$1,250,000.....         | 0.0015 x calculated building value           |
| \$1,250,000 to \$5,000,000..... | \$1,875 plus 0.0005 x value over \$1,250,000 |
| \$5,000,000 plus.....           | \$3,750 plus 0.0004 x value over \$5,000,000 |

### *All work not involving a square foot computation*

Plan review and administration base fee.....\$50.00

Plus \$50.00 per each inspection

*Permits for roofing or siding (residential).....* \$65.00

### *Demolition*

Plan review and administration base fee..... \$50.00

Plus .02 per square foot (commercial)

*Additional inspections per hour or fraction thereof.....* \$50.00

# Cascade Charter Township

## Building Permit Fee Schedule

The following building permit fee schedule was adopted by Cascade Charter Township on **PROPOSED FOR 2022** by virtue of sections 6 and 22 of Act 230 1972 as amended.

### Building permits calculated with BVD cost table (all applicable):

\$140 base fee plus \$3.50 per thousand

- The total cost of the improvement is based on the *International Code Council BVD square foot cost table, periodically updated by Building Official.*
- Plan review fees for structures regulated by the residential code are included.
- Pre-manufactured unit fees are based on 50% of the normal on-site construction permit fee.

### Standard Fee Building Permits not calculated with BVD cost table:

#### *Residential:*

|   |       |
|---|-------|
| Interior remodel (includes 2 inspections) | \$175 |
| Deck                                      | \$175 |
| Inground Pool (includes 2 inspections)    | \$175 |
| Above ground or storable pool             | \$85  |
| Demolition                                | \$85  |
| Roofing                                   | \$85  |
| Egress window                             | \$85  |

#### *Commercial:*

|            |                                 |
|------------|---------------------------------|
| Sign       | \$85                            |
| Demolition | \$70 plus (.02 per square foot) |

***Additional inspections(each)*** \$70

**Other permits: \$70 base fee plus \$70 per inspection**

#### ***Commercial Plan Review***

Plan review and administration base fee (commercial only).....\$70.00 plus

|                                 |  |
|---------------------------------|--|
| \$0 to \$1,250,000.....         | 0.0015 x calculated building value           |
| \$1,250,000 to \$5,000,000..... | \$1,875 plus 0.0005 x value over \$1,250,000 |
| \$5,000,000 plus.....           | \$3,750 plus 0.0004 x value over \$5,000,000 |

#### ***Commercial Remodel (when BVD table not applicable)***

- Calculated using stated value as documented by applicant and approved by building official
- Includes total cost of construction activity excluding landscaping, parking or similar

PROCEEDINGS OF THE CITY COMMISSION  
CITY OF EAST GRAND RAPIDS

**Regular Meeting Held September 20, 2021**

Mayor Favale called the meeting to order at 6:01 p.m. in the City Commission Chambers at the East Grand Rapids Community Center and led the audience in the Pledge of Allegiance.

Present in Person: Commissioners Arendshorst, Duncan, Hamrick, Hecksel, Pachla, Walters and Mayor Favale

Absent: None

Also Present: City Manager Charles; Deputy City Manager LaFave; City Attorney Huff; Finance Director Seath; Public Safety Director Herald; City Clerk Brower; Zoning Administrator Gianotti

2021-166. Approval of Agenda.

2021-166-A. Pachla-Hecksel. That a letter from Commissioner Walters be added to the agenda for consideration. A roll call vote was taken.

Yeas: Arendshorst, Duncan, Hamrick, Hecksel, Pachla, Walters and Favale – 7

Nays: -0-

2021-167. John Chronowski, E-Green Sustainability Initiative, announced a Styrofoam recycling event would take place October 2 and expressed the group's desire to work closer with the city on various initiatives.

2021-168. Commissioner Hecksel reported the fundraising campaign for the Fred Bunn Trails at Manhattan Park is underway.

Commissioner Walters announced he would be resigning his seat on the City Commission effective tomorrow because he was moving out of East Grand Rapids. Commissioner Walters stated he was honored to have served as commissioner for four years and thanked many of the city staff for their assistance and his fellow commissioners for the great working relationships. Mr. Walters noted he was very proud of the work accomplished during his tenure on the commission.

City Manager Charles noted the staff is working on several education sessions for the Parks Improvement Millage, including attending several school PTO meetings.

2021-169. Final Reading of an ordinance to amend Section 5.37 of Chapter 50 of Title V of the City Code pertaining to area, height and placement requirements in the C-1 Commercial District.

Zoning Administrator Gianotti explained the amendment would eliminate lot width and area requirements for Gaslight Village but other building and zoning codes would remain in place.

2021-169-A. Arendshorst-Pachla. That an ordinance to amend Section 5.37 of Chapter 50 of Title V of the City Code pertaining to area, height and placement requirements in the C-1 Commercial District be adopted as attached in Exhibit "B."

Yeas: Arendshorst, Duncan, Hamrick, Hecksel, Pachla, Walters and Favale – 7

Nays: -0-

- 2021-170. Final Reading of an ordinance to amend Sections 5.100, 5.101(A), and 5.103 of Chapter 50 of Title V of the City Code establishing a separate Zoning Board of Appeals.

City Manager Charles noted the amendment would be effective January 1, 2022 to allow time to appoint and train the new Zoning Board of Appeals members.

- 2021-170-A. Duncan-Walters. That an ordinance to amend Sections 5.100, 5.101(A), and 5.103 of Chapter 50 of Title V of the City Code establishing a separate Zoning Board of Appeals be adopted as attached in Exhibit "A."

Yeas: Arendshorst, Duncan, Hamrick, Hecksel, Pachla, Walters and Favale – 7  
Nays: -0-

- 2021-171. Final Reading of an ordinance to amend Sections 8.24 and 8.25 of Chapter 81 of Title VIII of the City Code pertaining to sign variance procedures.

Zoning Administrator Gianotti stated the Chapter 81 and the Chapter 83 amendments would also be effective January 1 to match the earlier amendment.

- 2021-171-A. Pachla-Arendshorst. That an ordinance to amend Sections 8.24 and 8.25 of Chapter 81 of Title VIII of the City Code pertaining to sign variance procedures be adopted as attached in Exhibit "C."

Yeas: Arendshorst, Duncan, Hamrick, Hecksel, Pachla, Walters and Favale – 7  
Nays: -0-

- 2021-172. Final Reading of an ordinance to amend Sections 8.61(L), 8.62(A) and 8.62(B) of Article I of Chapter 83 of Title VIII of the City Code pertaining to fence variance procedures.

- 2021-172-A. Duncan-Pachla. That an ordinance to amend Sections 8.61(L), 8.62(A) and 8.62(B) of Article I of Chapter 83 of Title VIII of the City Code pertaining to fence variance procedures be adopted as attached in Exhibit "D."

Yeas: Arendshorst, Duncan, Hamrick, Hecksel, Pachla, Walters and Favale – 7  
Nays: -0-

- 2021-173. Acceptance of a resignation letter.

- 2021-173-A. Pachla-Arendshorst. To accept, with regret, the resignation letter from Third Ward Commissioner Bryan Walters effective September 22, 2021.

Mayor Favale noted it has been a pleasure working with Commissioner Walters and wished him the best.

Commissioner Pachla thanked Mr. Walters for his forward-thinking approach, his ability to problem solve and his critical eye for detail when reviewing invoices on the Finance Committee.

Commissioner Arendshorst noted he has learned volumes from Commissioner Walters and thanked him for his four years on the commission.

Commissioner Hamrick also expressed appreciation for all his work over the last several years.

Yeas: Arendshorst, Duncan, Hamrick, Hecksel, Pachla, Walters and Favale – 7  
Nays: -0-

2021-174. Pachla-Hamrick. To approve the consent agenda as follows:

2021-174-A. Minutes of the regular meeting held September 7, 2021.

2021-174-B. Payroll disbursements of \$234,614.67; county and school disbursements of \$2,677,683.15, and total remaining disbursements of \$461,133.92.

2021-174-C. The purchase of notebook computers for public safety patrol vehicles from Dell Technologies in the amount of \$16,350.00.

2021-174-D. Preliminary minutes of the Library Commission meeting held April 26, 2021.

Yeas: Arendshorst, Duncan, Hamrick, Hecksel, Pachla, Walters and Favale – 7

Nays: -0-

2021-175. Walters-Arendshorst. Motion to enter into an executive session to conduct a personnel evaluation for the City Manager in accordance with Section 8(a) of the Open Meetings Act. A roll call vote was taken.

Yeas: Arendshorst, Duncan, Hamrick, Hecksel, Pachla, Walters and Favale – 7

Nays: -0-

The meeting adjourned at 6:39 p.m., subject to the call of the Mayor until October 4, 2021.

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Karen K. Brower, City Clerk

Attachments: A – Ordinance Amendment to Section 5.37 regarding the C-1 Commercial District  
B – Ordinance Amendment to Chapter 50 establishing a Zoning Board of Appeals  
C – Ordinance Amendment to Chapter 81 pertaining to sign variances  
D – Ordinance Amendment to Chapter 83 regarding fence variances

Attachments listed above are available for inspection at the office of the City Clerk.

AN ORDINANCE TO AMEND SECTION 5.37 OF CHAPTER 50  
OF TITLE V OF THE CODE OF  
THE CITY OF EAST GRAND RAPIDS

THE CITY OF EAST GRAND RAPIDS ORDAINS:

Section 1. Section 5.37 of Chapter 50 of Title V of the Code of the City of East Grand Rapids is amended in its entirety to read as follows:

Section 5.37. Area, height and placement requirements.

All lots in the non-residential district shall conform to the requirements of Table 5.37. The requirements in footnotes are an intracule part of this Article and shall apply in all instances.

| <b>Table 5.37 Dimensional Requirements: C-1 Commercial District</b>  |                   |                           |   |
|--|-------------------|---------------------------|---|
| <b>Requirement</b>   |                   | <b>C-1</b>                |   |
| Minimum area per unit (sq. ft.)  |                   | 0                         |   |
| Minimum lot width (ft.)  |                   | 0                         |   |
| Minimum yard setback (ft.)   | Front             | 0 <sup>6</sup>            |   |
|  | Side              | Adjoining C-1 or MFR      | 0 |
|  |                   | Adjoining R-1, R-2 or R-3 | 7 |
|  |                   | Adjoining a street        | 0 |
|  | Rear <sup>7</sup> | Adjoining C-1             | 0 |
| Adjoining Residential  |                   | 24                        |   |
| Maximum building height  | Feet              | 35                        |   |
|  | Stories           | 2-1/2                     |   |
| Maximum lot coverage   |                   | N/A                       |   |
| 6. Buildings shall be located at the right-of-way line; provided, the Planning Commission (and if applicable, the City Commission) may approve a site plan for a commercial building in the C-1 District that is set back no more than 15 feet from the right-of-way line, if one or more of the following conditions is present:<br>A. The proposed building or addition is in line with a setback established by existing buildings located on either side of the subject property;<br>B. The setback is necessary to provide for clear vision around corners or at driveway entrances; or<br>C. The proposed use is a restaurant that will provide outdoor seating in the front yard.<br>7. Where an alley separates the C-1 District from property in a residential district, the full alley width may be counted as part of the required rear yard. |                   |                           |   |

Section 2. This Ordinance shall be effective on October 1, 2021.

Section 3. Notice of adoption of this Ordinance shall be published within ten (10) days after its enactment by publication of the following digest, summary, or statement of purpose of the Ordinance as provided by Chapter VII, Section 7.5 of the Charter of the City of East Grand Rapids:

**NOTICE OF ADOPTION OF ORDINANCE BY THE CITY OF EAST GRAND RAPIDS:**

Notice is hereby given that the East Grand Rapids City Commission adopted an amendment to Section 5.37 of Chapter 50 of the City Code. The purpose of the amendment was to modify portions of table 5.37 to reduce the minimum area per unit and the minimum lot width in order to eliminate nonconformities.

The full text of the amended section is available for inspection by and distribution to the public at the office of the City Clerk. No further or additional publication of this ordinance is required or contemplated.

CITY OF EAST GRAND RAPIDS

By: \_\_\_\_\_  
Karen K. Brower  
City Clerk

**AN ORDINANCE TO AMEND SECTION 5.100, SUBSECTION (A) OF SECTION 5.101, AND SECTION 5.103 OF CHAPTER 50 OF TITLE V OF THE CODE OF THE CITY OF EAST GRAND RAPIDS**

**THE CITY OF EAST GRAND RAPIDS ORDAINS:**

Section 1. Section 5.100 of Chapter 50 of Title V of the Code of the City of East Grand Rapids is hereby amended in its entirety to read as follows:

**5.100 Creation and Membership.**

- A. A Zoning Board of Appeals is hereby established having the powers, duties, and membership which are set forth in Act 110 of Michigan Public Acts of 2006, as amended, and in accordance with the City Charter.
- B. The Zoning Board of Appeals shall consist of seven members appointed by the City Commission who are electors residing in the City, one of whom shall be a member of the Planning Commission, and one of whom shall be a member of the City Commission, plus two alternate members.
- C. Members shall be appointed for terms of three years, except that the terms for the Planning Commission or City Commission members shall be the same as that for their office. Members can be reappointed. Terms shall be staggered so that at least two members are up for appointment every year. Of the initial members, some shall be appointed for a one year term, some for a two year term, and some for a three year term so that the terms of approximately 1/3 of the members will expire each year. All vacancies for unexpired terms shall be filled for the remainder of the term.
- D. The City Commission shall appoint two alternate members to serve on the Zoning Board of Appeals, who shall also serve for three year terms. The alternate members shall have the same voting rights as a regular member and shall sit as regular members of the Zoning Board of Appeals in the absence of a regular member, or for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. Once an alternate has been called to serve in a particular case, the alternate shall continue to participate in that case until a decision has been rendered.
- E. Members of the Zoning Board of Appeals or alternates shall be removable by the City Commission for malfeasance, misfeasance, or nonfeasance in office upon filing of written charges and following a public hearing.
- F. A member shall disqualify themselves from a vote in which the member has a conflict of interest. Failure of a member to disqualify themselves

from a vote in which the member has a conflict of interest constitutes malfeasance in office. Any Planning Commission or City Commission member on the Zoning Board of Appeals shall abstain from any vote on an issue which they had previously voted upon as a member of the Planning Commission or the City Commission.

Section 2. Subsection A of Section 5.101 of Chapter 50 of Title V of the Code of the City of East Grand Rapids is hereby amended in its entirety to read as follows:

- A. Meetings of the Zoning Board of Appeals shall be held at the call of the Chairperson and at other times as the Zoning Board of Appeals may specify in its Rules of Procedure.

Section 3: Section 5.103 of Chapter 50 of Title V of the Code of the City of East Grand Rapids is hereby amended in its entirety to read as follows:

### **5.103 Decisions**

- A. The concurring vote of majority of the members of the Zoning Board of Appeals is necessary to reverse an order, requirement, decision or determination of the administrative official or body or to decide in favor of the applicant on a matter upon which the Zoning Board of Appeals is required to pass under the zoning ordinance, or to grant a variance to the zoning ordinance. A copy of the Board's decision shall be transmitted to the applicant or appellant, and to the Director of Public Works. Such decision shall be binding upon the Director of Public Works and observed by him or her, and he or she shall incorporate the terms and conditions of the same in the permit to the applicant or appellant whenever a permit is authorized by the Board. The decision of the Board shall be final.
- B. The Board, after public hearing, shall have the power to decide applications, filed as hereafter provided, for variances:
  - (1) Where it is alleged by the appellant that there is error or misinterpretation in any order, requirement, decision, grant or refusal made by the Director of Public Works or other administrative officer in the carrying out or enforcement of the provisions of this chapter;
  - (2) Where by reason of the exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, or other extraordinary situation or condition of the land, building or structure, or of the use or development of property immediately adjoining the property in question, the literal enforcement of the requirements of this chapter would involve practical difficulties or would cause undue hardship; or

- (3) Where there are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of this chapter relating to the construction, structural changes in equipment, or alterations of building or structures or the use of land, building or structures so that the spirit of this chapter shall be observed, public safety secured and substantial justice done.
- C. A dimensional variance from the provisions or the requirements of this Chapter shall be authorized only upon an affirmative finding by the Board, based upon competent material and substantial evidence on the whole record, that the following criteria are satisfied:
- (1) Special conditions or circumstances exist which are peculiar to the land, structure or building involved and which are not generally applicable to other lands, structures or buildings in the same district;
  - (2) The special conditions or circumstances do not result from the actions of the applicant;
  - (3) Authorizing a variance will not be of substantial detriment to the neighboring property and will not be contrary to the spirit and purpose of this chapter; and
  - (4) A nonconforming use of neighboring lands, structures or buildings shall not, in itself, be considered grounds for granting a variance.
- D. A use variance request shall be subject to the following requirements and criteria. In addition to the information required for dimensional variance requests, an application for a use variance shall include a plan drawn to scale detailing the specific use and improvements proposed by the applicant, and a summary of the facts which support each of the following conclusions:
- (1) Applicant's property cannot be used for the purposes permitted in the zoning district;
  - (2) Applicant's plight is due to unique circumstances peculiar to his property and not to general neighborhood conditions;
  - (3) Applicant's suggested use would not alter the essential character of the area;
  - (4) Applicant's problem has not been self-created;
  - (5) Unavailability of administrative relief which may afford reasonable use of applicant's property.

- E. Any party aggrieved by a decision of the Zoning Board of Appeals may appeal to the Circuit Court.

Section 4. This Ordinance shall be effective on January 1, 2022.

Section 5. Notice of adoption of this Ordinance shall be published within ten days of its enactment by a publication of a digest, summary, or statement of purpose of the Ordinance as provided by Chapter VII, Section 7.5 of the Charter of the City of East Grand Rapids.

**NOTICE OF ADOPTION OF ORDINANCE BY THE CITY OF EAST GRAND RAPIDS:**

Notice is hereby given that on September 20, 2021, the City Commission of the City of East Grand Rapids adopted an ordinance amendment with an effective date of January 1, 2022, restating Sections 5.100, 5.101(A) and 5.103 of Chapter 50 of Title V of the City Code. The purpose of these amendments was to change the membership of the Zoning Board of Appeals, to clarify the time in which a decision has to be made, and to set forth the standards for both a dimensional variance and a use variance. The full text of the ordinance is available for inspection by and distribution to the public at the office of the City Clerk. No further or additional publication of this ordinance is required or contemplated.

City of East Grand Rapids

By \_\_\_\_\_  
Karen K. Brower  
City Clerk

18066612.1

AN ORDINANCE TO AMEND SECTIONS 8.24 AND 8.25  
OF CHAPTER 81 OF TITLE VIII OF THE CODE OF  
THE CITY OF EAST GRAND RAPIDS

THE CITY OF EAST GRAND RAPIDS ORDAINS:

Section 1. Section 8.24 of Chapter 81 of Title VIII of the Code of the City of East Grand Rapids is amended in its entirety to read as follows:

8.24 APPEALS, INTERPRETATIONS AND VARIANCES.

(A) *Board of Appeals.* The Zoning Board of Appeals shall act as the Board of Appeals for these regulations. The Board of Appeals shall have the authority to interpret, consider appeals of administrative decisions and consider requests for variances; provided, the Board of Appeals shall have no authority to hear an appeal, interpret provisions or consider a variance from any matter that relates to the construction or design specifications established by the City Building Code. Such decisions shall be the sole province of the Construction Board of Appeals.

(B) *Appeals.* Any person aggrieved by any decision or order of the Director of Public Works or Zoning Administrator in connection with any provision of these regulations may appeal to the Board of Appeals within 30 days of the decision or order.

(C) *Interpretation.* The Board of Appeals may interpret any aspect of the regulations of this chapter. Such *interpretation* may be requested by an applicant, business owner, city official, the Zoning Administrator or the Director of Public Works.

(D) *Variances.*

(1) The Board of Appeals shall hear variance requests on all applications that do not conform to the provisions of these regulations, relating to the location, maintenance, design, illumination, size, height, number and type of signs. The Board of Appeals may require the applicant to present photographs of similar signs, color renderings of the proposed sign or such other evidence, information or exhibits it determines to be necessary prior to making a decision.

(2) The Board of Appeals shall use the following standards to determine if a variance is warranted. All of the following standards shall be satisfied, as applicable.

(a) The applicant has demonstrated a variance is needed due to a practical difficulty on the site or unique condition that is more than mere inconvenience or mere inability to attain a supposed higher financial return or incur additional costs. These conditions may include varied topography, horizontal or vertical road curvature, or presence of structures or desired trees that limits visibility of a sign on the premises compared to similar sites with conforming signs in the same zoning district.

(b) A variance is warranted due to circumstances exceptional and peculiar to the property for which the variance is requested, and those conditions do not exist generally throughout the city. These conditions may include such considerations as the

significantly larger size of the site, frontage or building in comparison to other establishments in the same zoning district.

(c) If applicable, a variance would significantly bring a nonconforming sign closer to conformity with this chapter.

(d) That allowing the variance will result in substantial justice being done, considering the public benefits intended by the regulations, the rights of others whose property would be affected by the allowance of the variance are not impaired, or adversely affect the health, safety and welfare of the public.

(e) The variance will not be contrary to the purpose and intent of the regulation(s) being considered for the variance.

(f) The variance granted will be the minimum necessary to allow the applicant to enjoy the same rights as other establishments in the same zoning district, and ensure a reasonable outlet for free speech where no others may reasonably exist.

Section 2. Section 8.25 of Chapter 81 of Title VIII of the Code of the City of East Grand Rapids is amended in its entirety to read as follows:

#### 8.25 BOARD OF APPEALS HEARINGS AND DECISIONS

(A) Notice regarding a proposed appeal, interpretation (if applicable to a specific property) or variance shall be sent by mail at least 15 days prior to the Board of Appeals meeting at which the request will be considered, to all property owners of record within 300 feet of the property in question. The notice shall contain a brief description of the request, the time and place of the Board of Appeals meeting, the hours and location where the application may be inspected, and the address to which written comments may be sent.

(B) Meetings to hear appeals, interpretations or variances may be held the same evening as the regularly scheduled Zoning Board of Appeals meeting, unless a special meeting is called.

(C) Decisions required under this section shall be by majority vote of the full membership of the Zoning Board of Appeals, not just a majority of those present.

(D) The Board of Appeals may affirm, annul or modify the order or action of the Department of Public Works or applicable portion of the regulations of this chapter.

(E) All decisions are final and may not be appealed, except as may be provided by law.

(F) In its capacity as Appellate Board, the Board of Appeals shall either:

(1) Approve the application as presented upon a finding, point by point, that all the criteria in § 8.24(D) are met;

(2) Subject the approval to certain changes or conditions, such as, but not limited to, changes to sign dimensions or proposed location, changes to materials of the sign or

sign base/framework to be more complementary with the overall site design or character of the area, addition of landscaping around the base of the sign, or changes to sign illumination; or

(3) Deny the application.

(G) Any decision shall be in writing and the applicant shall be provided a written explanation of the reasons for the decision and any conditions attached to an approval.

Section 3. This Ordinance shall be effective on January 1, 2022.

Section 4. Notice of adoption of this Ordinance shall be published within ten (10) days after its enactment by publication of the following digest, summary, or statement of purpose of the Ordinance as provided by Chapter VII, Section 7.5 of the Charter of the City of East Grand Rapids:

**NOTICE OF ADOPTION OF ORDINANCE BY THE CITY OF EAST GRAND RAPIDS:**

Notice is hereby given that on September 20, 2021, the East Grand Rapids City Commission adopted an amendment with an effective date of January 1, 2022, restating Sections 8.24 and 8.25 of Chapter 81 of Title VIII of the City Code. The purpose of the amendment is to provide that the Zoning Board of Appeals would hear any and all variances or appeals under the Sign Ordinance. The full text of the Ordinance is available for inspection by and distribution to the public at the office of the City Clerk or at eastgr.org. No further or additional publication of this ordinance is required or contemplated.

CITY OF EAST GRAND RAPIDS

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

Karen K. Brower  
City Clerk

AN ORDINANCE TO AMEND SECTION 8.61, SECTION 8.62A  
AND SECTION 8.62B OF CHAPTER 83 OF TITLE VIII OF THE CODE  
OF THE CITY OF EAST GRAND RAPIDS

THE CITY OF EAST GRAND RAPIDS ORDAINS:

Section 1. Subsection L of Section 8.61 of Chapter 83 of Title VIII of the Code of the City of East Grand Rapids is amended in its entirety to read as follows:

"(L) The Board of Appeals may, for good cause, authorize exceptions from the strict requirements of this chapter upon written application and following a public hearing. The procedure for such application and hearing shall be as set forth in §§ 8.62A and 8.62B of this chapter."

Section 2. Section 8.62A of Chapter 83 of Title VIII of the Code of the City of East Grand Rapids is amended in its entirety to read as follows:

8.62A APPEALS, INTERPRETATIONS AND VARIANCES.

(A) *Board of Appeals.* The Zoning Board of Appeals shall act as the Board of Appeals for these regulations. The Board of Appeals shall have the authority to interpret, consider appeals of administrator decisions, and consider request for variances; provided, the Board of Appeals shall have no authority to hear an appeal, interpret provisions or consider a variance from any matter that relates to the construction or design specifications established by the City Building Code. Such decisions shall be the sole province of the Construction Board of Appeals.

(B) *Appeals.* Any person aggrieved by any decision or order of the Director of Public Works or Zoning Administrator in connection with any provisions of these regulations may appeal to the Board of Appeals within 30 days of the decision or order.

(C) *Interpretation.* The Board of Appeals may interpret any aspect of the regulations of this chapter. Such interpretation may be required by an application, business owner, property owner, city official, the Zoning Administrator or the Director of Public Works.

(D) *Variances.*

(1) The Board of Appeals shall hear variance requests on all applications that do not conform to the provisions of these regulations, relating to location, height, maintenance and opaqueness.

(2) The Board of Appeals shall use the following standards to determine if a variance is warranted. All of the following standards shall be satisfied, as applicable.

(a) The applicant has demonstrated a variance is needed due to a practical difficulty on the site or unique condition that is more than mere inconvenience.

(b) A variance is warranted due to circumstances exceptional and peculiar to the property for which the variance is requested, and those conditions do not exist generally throughout the city.

(c) The variance will not be a hazard to either clear vision or overall safety and will be harmonious with the surrounding environment.

(d) If applicable, a variance would significantly bring a nonconforming fence closer to conformity with this chapter.

(e) The variance will not be contrary to the purpose and intent of the regulation(s) being considered for the variance.

Section 3. Section 8.62B of Chapter 83 of Title VIII of the Code of the City of East Grand Rapids is amended in its entirety to read as follows:

#### 8.62B BOARD OF APPEALS HEARINGS AND DECISIONS.

(A) Notice regarding a proposed appeal, interpretation (if applicable to a specific property) or variance shall be sent by mail at least 15 days prior to the Board of Appeals meeting at which the request will be considered, to all property owners of records within 300 feet of the property in question. The notice shall contain a brief description of the request, the time and place of the Board of Appeals meeting, the hours and location where the application may be inspected, and the address to which written comments may be sent.

(B) Meetings to hear appeals, interpretations, or variance may be held the same evening as the regularly scheduled Zoning Board of Appeals meeting, unless a special meeting is called.

(C) Decisions required under this section shall be by majority vote of the full membership of the Zoning Board of Appeals, not just a majority of those present.

(D) The Board of Appeals may affirm, annul or modify the order or action of the Department of Public Works or applicable portion of the regulations of this chapter.

(E) All decisions are final and may not be appealed, except as may be provided by law.

(F) In its capacity as appellate board, the Board of Appeals shall either:

(1) Approve the application as presented upon a finding, point by point, that all the criteria in § 8.62A(D)(2) are met;

(2) Subject the approval to certain changes or conditions, such as, but not limited to, changes to fence height, location, material, or opaqueness; or

(3) Deny the application.

(G) Any decision shall be in writing and the applicant shall be provided a written explanation of the reasons for the decision and any conditions to an approval.

Section 4. This Ordinance shall be effective on January 1, 2022.

Section 5. Notice of adoption of this Ordinance shall be published within ten (10) days after its enactment by publication of the following digest, summary, or statement of purpose of the Ordinance as provided by Chapter VII, Section 7.5 of the Charter of the City of East Grand Rapids:

**NOTICE OF ADOPTION OF ORDINANCE BY THE CITY OF EAST GRAND RAPIDS:**

Notice is hereby given that on September 20, 2021, the East Grand Rapids City Commission adopted an Ordinance Amendment with an effective date of January 1, 2022, restating Sections 8.61, 8.62A, and 8.62B of Chapter 83 of Title VIII of the City Code. The purpose of these amendments was to provide that the Zoning Board of Appeals would hear appeals under the Fence Ordinance. The full text of the Ordinance is available for inspection by and distribution to the public at the office of the City Clerk or at eastgr.org. No further or additional publication of this ordinance is required or contemplated.

CITY OF EAST GRAND RAPIDS

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

Karen K. Brower  
City Clerk



CITY OF  
EAST GRAND RAPIDS

9

750 LAKESIDE DRIVE SE · EAST GRAND RAPIDS, MICHIGAN 49506

(616) 940-4817

www.eastgr.org

DOUG LAFAVE  
DEPUTY CITY MANAGER

**MEMORANDUM**

TO: Honorable Mayor and City Commissioners  
FROM: Doug La Fave, Deputy City Manager  
DATE: August 27, 2021  
  
RE: Kent County Road Commission-DPW Mutual Aid-Purchasing-Budget Authorization Request

Action Requested: That the City Commission consider authorization of contracted services and materials for preventative maintenance and repairs with the Kent County Road Commission up to \$20,000 per occurrence within approved major and local streets routine maintenance budgets in accordance with the Kent County Area Public Works Assistance Program-Assistance and Mutual Aid Agreement.

Background: Each year the City undertakes assorted preventive maintenance and repairs using the public works team and public partners, such as the Kent County Road Commission. The Kent County Area Public Works Assistance Program-Assistance and Mutual Aid Agreement addresses requests for services and costs for participating agencies. The City uses this partnership on those occasions when we may not have equipment and/or staffing for a project. Costs when utilizing Kent County often exceeds the current \$5,000 purchasing policy limit for each occurrence due to equipment, labor and material costs.

The Department of Public Works is seeking authorization to utilize the terms of the Mutual Aid Agreement to include instances of the exceedance of the current purchasing policy limits but within an amount acceptable to the City Commission and within approved budgets. Approved budgets for Major and Local Street Funds for routine maintenance expenses totals \$120,000 for the current FY. This would provide for more expedited and efficient operations for maintenance and repair responses similar to multi-year contracts the City maintains with private sector construction/maintenance contracts.

This has been reviewed by the Finance Committee and determined to be in order.

**REVIEWED & APPROVED FOR SUBMISSION:**

Shea Charles  
City Manager

**KENT COUNTY AREA PUBLIC WORKS ASSISTANCE PROGRAM**  
**Assistance and Mutual Aid Agreement**

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms, and conditions contained herein:

*WHEREAS*, MCL 30.410(2) permits municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities on a basis of mutual cooperation and providing that this Agreement's intended purposes are to:

- (1) Provide for prompt and efficient utilization of resources in the Kent County area; and
- (2) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property in the event of natural and man-made disasters;

*WHEREAS*, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments; and

*WHEREAS*, MCL 30.410(2) allows municipalities entering into mutual aid and assistance agreements to include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

*WHEREAS*, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another at the appropriate times.

**SECTION I: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

- A. "*Agreement*" means this document, the Kent County Area Assistance Program Agreement.
- B. "*Aid and assistance*" includes personnel, equipment, facilities, services, supplies, and other resources.
- C. "*Authorized Representative*" means a party's employee, who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

- D. *“Mutual Aid Resource List”* means the list of Providers, equipment, and personnel maintained by the Kent County Area Public Works Assistance group.
- E. *“Party”* means a governmental entity, which has adopted and executed this Agreement.

**SECTION II: INITIAL RECOGNITION OF PRINCIPLE OF ALL PARTIES;  
AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

- A. As this is a reciprocal contact, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party’s foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.
- B. Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

**SECTION III: PROCEDURES FOR REQUESTING ASSISTANCE**

When Recipient deems its resources inadequate, it may request mutual aid and assistance by communicating the request directly to one or more Providers on the Assistance Resource List, indicating the request is made pursuant to this assistance aid agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for assistance and mutual aid shall be transmitted as set forth below.

- A. *METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:* Recipient shall directly contact Provider’s authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement.
- B. *REQUIRED INFORMATION:* Each request for assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

(See Exhibit A)

- (1) Area and Status: A general description of the area requiring assistance.
- (2) Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed.

C. *STATE AND FEDERAL ASSISTANCE*: If the severity of the emergency is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the Recipient shall be responsible for notifying the appropriate state agencies or coordinating requests for state and/or federal assistance.

#### **SECTION IV: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

When contacted by a Recipient in need, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient for a final response. Provider's acknowledgement shall contain the following information:

- (1) In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;
- (2) The projected length of time such personnel, equipment, and other resources will be available to serve Recipient;
- (3) The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Recipient; and
- (4) The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to the "Supervision and Control" section [Section V] of this Agreement).

#### **SECTION V: SUPERVISION AND CONTROL**

A. Provider shall designate a lead person, as necessary, among any employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and Recipient.

Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall:

- (1) Have the authority to assign work and establish work schedules for Provider's personnel. Further, direct supervision and control of Provider's personnel, equipment, and other resources shall remain with Provider's supervisory personnel. Provider shall be prepared to furnish communications equipment

- sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
- (2) Maintain daily personnel time records, material records, a log of equipment hours, and other expenses;
  - (3) Shall report work progress to Recipient at mutually agreed upon intervals.

**SECTION VI: LENGTH OF TIME FOR ASSISTANCE AND AID; RENEWABILITY; RECALL**

- A. The duration of Provider's assistance shall be for the period requested, starting from the time of arrival plus travel time to and from. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the authorized representatives of Provider and Recipient.
- B. As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of its (Provider's) intent to terminate portions or all assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

**SECTION VII: COST DOCUMENTATION**

- A. *Personnel* - Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).
- B. *Expense* – Provider shall be reimbursed for travel time to and from Recipients designation area.
- C. *Equipment* – Provider shall document the use of its equipment during the period of assistance. Provider shall be reimbursed at the Providers MDOT approved "Schedule C" rates, Modified "Schedule C", or provider adopted equipment rental rates.
- D. *Materials and Supplies* – Provider shall document all materials and supplies furnished by it and used or damaged during the period of assistance.
- E. *Overhead* - Provider shall be reimbursed at the Providers MDOT approved overhead rate or provider adopted overhead rate.

**SECTION VIII: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

**SECTION IX: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees.

**SECTION X: IMMUNITY**

Pursuant to (appropriate Michigan statute numbers), all activities performed under this Agreement are hereby declared to be governmental functions and liability of both Provider and Recipient shall be governed by (appropriate Michigan statute numbers).

**SECTION XI: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS**

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or emissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

**SECTION XII: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This agreement shall be binding for one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this agreement shall automatically renew on an annual basis.

**SECTION XIII: HEADINGS**

The headings of various sections and subsections of this agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XIV: SEVERABILITY – EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentences(s), provisions(s), paragraphs(s), or other part(s) invalidated.

**SECTION XV: EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

*IN WITNESS WHEREOF*, each of the parties have caused this Kent County Area Public Works Assistance Program Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

WITNESS: Karen Brewer  
City Clerk

BY: Anna P. Seibold

Printed Name: Anna P. Seibold

Title: Mayor

Municipal Government Unit: East Grand Rapids

Date: May 8, 2017

**DULY AUTHORIZED REPRESENTATIVE**

Name: Doug La Fave

Title: Assistant City Manager

Address: 750 Lakeside Dr.

City/State/Zip: East Grand Rapids, MI 49506

Phone: 616 - 940 - 4817

Cell Number: 616 - 540 - 3826

Exhibit A

|   |                      |                                    |
|---|----------------------|------------------------------------|
| <b>WEST MICHIGAN PUBLIC WORKS MUTUAL AID<br/>ASSISTANCE REQUEST FORM</b>          |                      |                                    |
| <b>TO BE COMPLETED BY THE REQUESTING AGENCY</b><br>Type or print all information. |                      |                                    |
| Date:   | Time:                | From the Political Subdivision of: |
| Contact Person:   | Telephone:<br>(    ) | E-Mail Address:                    |
| Type of Assistance/Resources Needed:  |                      |                                    |
| Date & Time Resources are Needed:   |                      |                                    |
| Reporting Location:   |                      |                                    |
| Contact Person:   | Cell Phone #         |                                    |

|  |                      |                                    |
|--|----------------------|------------------------------------|
| <b>TO BE COMPLETED BY THE ASSISTING AGENCY</b><br>Type or print all information. |                      |                                    |
| Date:  | Time:                | From the Political Subdivision of: |
| Contact Person:  | Telephone:<br>(    ) | E-Mail Address:                    |
| Type of Assistance/Resources Provided:   |                      |                                    |
| Estimated Time of Departure & Arrival:   | Departure:           | Arrival:                           |
| Designated Supervisor (if applicable):   |                      |                                    |
| Name:  | Cell Phone #         |                                    |

|   |       |
|---|-------|
| <b>TO BE COMPLETED BY THE REQUESTING AGENCY</b> |       |
| Release of Mutual Aid:                          |       |
| Authorized by:                                  | Time: |