



City of East Grand Rapids
Regular City Commission Meeting
Agenda

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

Begins at 6 pm.

September 2, 2025 – 6:00 p.m.

(EGR Community Center – 750 Lakeside Drive)

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

Regular Agenda Items

6. Gaslight Investors revised Concept Plan, Draft Ordinance and Resolution.
7. Consider participating in the National Opioid Settlement Agreement with Purdue (and certain of its affiliates) and the Sackler family and authorize the City Manager to execute any documents necessary on behalf of the City of East Grand Rapids.
8. Consider proposed revisions to Snow and Ice Guidelines related to Department of Public Works Operations with respect to winter maintenance.
9. Consider approval of the Grand Valley Metro Council (GVMC) Regional Cooperation for National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Compliance.

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

10. Minutes of the regular meeting held August 18, 2025.
11. Disbursement of funds: payroll disbursements of \$330,364.75; county and school disbursements of \$24,648,391.51, and total remaining disbursements of \$1,684,817.48.
12. Consider appointing East Grand Rapids City Manager Shea Charles to the Kent County Dispatch Authority.
13. Minutes of the Parks and Recreation Commission meeting held on June 23, 2025.
14. Communications.

* * *

The City will provide reasonable auxiliary aids for individuals requiring them for effective communication in programs and services of the City. Notice must be made to the City five (5) days prior to the program or service requesting the specific auxiliary aid.



SHEA CHARLES
CITY MANAGER

CITY OF
EAST GRAND RAPIDS

6

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MEMORANDUM

TO: Honorable Mayor and City Commissioners
FROM: Shea Charles, City Manager
DATE: August 27, 2025

RE: Gaslight Investors – Revised Concept Plan and Draft Ordinance & Resolution.

During the July 21st City Commission meeting the draft Gaslight Investors Resolution and Ordinance were reviewed and changes were requested. City representatives have met with Gaslight Investors and reviewed the proposed modifications. As expected, Gaslight Investors were amenable to some of the requested changes and have concerns with others.

REVISED CONCEPT PLAN – AUGUST 27, 2025

While discussing the requested changes with Gaslight Investors, specifically issues associated with Building E (location & uses) and internal circulation issues, the developers felt submitting a revised plan was the best course of action. Attached is an updated plan which removes Building E and reorientates the vehicular path through the development. Building E's commercial and residential square footage was added to Building C with an expanded footprint. The adjustment has led to the creation of a social hub and multi-purpose commercial incubator space to the north of Building C. Total commercial square footage and requested residential units remain the same.

Gaslight Investors will attend Tuesday September 2, 2025, the City Commission meeting. They will review the revised plan and provide additional imagery associated with the open space.

SUMMARY OF REQUESTED CHANGES – STATUS

Below is a summary of the changes and status. Representatives from Gaslight Investors will be present at the next meeting when this is discussed to answer any questions and address why they did not accept the changes requested.

Section	Requested Change	Status
<p>Ordinance Section 1 Section 6(b)</p>	<p>(b) Construction shall commence on the project within one year of final plan approval unless an extension is granted in accordance with Section 5.51 of the Zoning Ordinance.</p> <p>Requested Change- “unless a single extension of not more than one year is granted in accordance with Section 5.51 of the Zoning Ordinance.”</p> <p>NOTE: This modification may not be necessary. Section 5.51 gives the City control over whether extensions are given, and extensions are only to be given if “unforeseen difficulties beyond the control of the applicant exist.”</p>	<p>Gaslight Investors agreed to the modification, staff notes granting an extension is solely at the City’s extension.</p>
<p>Ordinance Section 1 Section 6 (c)</p>	<p>(c) If the development is proposed to be completed in more than one phase, a final site plan for each subsequent phase shall be submitted no later than three years from the date construction commences within the prior phase or three years from the date of formal approval of the prior phase if construction has not commenced. Failure to submit a final plan for a subsequent phase or commence construction for such phase within the required time frames or extension specified in Section 5.51 shall nullify the concept plan as to future phases but shall have no impact on previously constructed phases or phases that are under construction.</p> <p>Requested change – Add after “phase” in the second line – “but not more than 3 phases”</p>	<p>Gaslight Investors has requested three phases and allows for the parking garage to be built outside any phases.</p>

Section	Requested Change	Status
Ordinance Section 2	<p><u>Effective Date.</u> This Amendment shall become effective upon receipt by the City of the Developer's written acceptance of approval of the PUD concept plan. In the event of a conflict or inconsistency between this Amendment and/or the Adopting Resolution and the Original Ordinance, the terms and conditions of this Amendment and/or the Adopting Resolution shall govern and control.</p> <p>Requested Change – Add language the Developer’s written acceptance will be given within 45 days of City approval.</p>	Gaslight Investors has accepted this change.
Resolution - Number 2 Subsection 3(b)	<p>Subsection 3(b) of the Original Ordinance remains substantially the same and is retained; provided however, the developer anticipates that the proposed project will be completed in phases. The boundaries of the phases and the phasing plan will be identified and considered for approval in final site plan review and the PUD agreement. Section 6(c) of the amended PUD Ordinance authorizes building in phases.</p> <p>Requested Change – Add language of no more than three phases.</p>	Gaslight Investors has requested three phases and allows for the parking garage to be built outside any phases.
Resolution – Number 2 - Subsection 3(q)	<p>(q) The Buildings identified as A and B in the approved concept plan have been established and are in the commercial area of the PUD along Wealthy Street. In the event that any or all of Buildings C and D are constructed, they may be used for any use that is allowed in the C-1 zoning district as set forth in Table 5.36 of the Zoning Ordinance. In the event that any or all of the Buildings F, G and H are constructed, they shall be used for residential uses as identified in the approved concept plan. In the event Building E is constructed, it may be used for any use that is allowed in the C-1 zoning district and for any or all residential uses on all levels as identified in the approved concept plan.</p> <p>Requested Change – Modify language to state use, do not include flexibility.</p>	With the elimination of Building E this is no longer an issue. Revised resolution language reflects this change.

Section	Requested Change	Status
Resolution Number 4 - Section 5 (a)	<p>(a) All applicable provisions of Article VI Planned Unit Development of the Zoning Ordinance are met;</p> <p>Requested Change – All attached conditions and applicable provisions of Article VI Planned Unit Development of the Zoning Ordinance are met to the satisfaction of the City Commission.</p>	Accepted
Resolution Number 4 - Section 5 (c) 2. C	<p>Section 5 (c) 2. C c. Providing open space and public plazas and features,</p> <p>Requested Change – add word public back.</p>	Gaslight Investors has not agreed to this change. They will provide an overview to the City Commission at the meeting. Revised Resolution has removed this section.
Restatement of Conditions	<p>(e) The commission determined that the height of the buildings for the PUD may exceed the normally prescribed height limitations because such increased height allows for desirable public spaces and plazas, more vibrant streetscaping and activity, extensive provisions for pedestrians and non-motorized traffic, high quality architectural design, and innovative mixed-use development to complement the current gaslight village district and support the goals of the City Master Plan. Such usage and design amenities would not be achievable under a more conventional development or under the current Zoning Ordinance requirements.</p> <p>Requested Change – add word public back.</p>	Gaslight Investors has declined this change.

Section	Requested Change	Status
Restatement of Conditions	<p>Condition number one suggested by the planning commission shall be restated to read as follows: A comprehensive traffic, pedestrian, bicycle, and mobility study to evaluate the extent of and potential conflicts between vehicle, bicycle, and foot traffic for the site during the high traffic season and to suggest solutions to the city. Such solutions shall take into consideration traffic issues and determine the division of cost-sharing for all required infrastructure updates. This study shall include intersections outside the immediate PUD area including Lakeside and Robinson, Lake Drive and Breton, Lake Drive and Bagley/San Lu Rae, Wealthy and Lakeside, and Wealthy and Lovett. Traffic and mobility issues shall be addressed to the satisfaction of the City traffic engineer.</p> <p>Requested Change – Identify what standards will be address to by the traffic engineer. Additionally, the language City Commission will make this decision after consultation with the City’s traffic engineer.</p>	Gaslight Investors has concurred with this request.
Restatement of Conditions	<p>Condition number eight suggested by the planning commission shall be restated to read as follows: An environmental assessment satisfactory to the city for proposed uses. Any necessary mitigation shall be taken into consideration.</p> <p>Requested Change – Is there an accepted standard for this condition?</p>	City staff has not found an accepted standard for this condition as the site had been previously developed and there are no natural features (i.e. forested areas, or other undisturbed areas) impacted by this proposal. See Prien & Newhoff (attached)
Restatement of Conditions	<p>Condition number ten suggested by the planning commission shall be restated to read as follows: A parking analysis with possible shared solutions. These parking solutions shall be subject to the provisions of section 3(o).</p> <p>Requested change – consider adding back pervious pavement into language</p>	Gaslight Investors has agreed to meet applicable storm water management standards and rules.

Section	Requested Change	Status
City Commission Conditions	<p>1. Any private streets and sidewalks constructed by the developer shall be built to standards approved by the City. The private streets shall be maintained to City standards, including snow removal on streets/sidewalks. Obstructions that may be allowed on any sidewalk shall be in accordance with existing City ordinances, regulations, and policies.</p> <p>1. Requested Change – add language that standard will meet or exceed City standards.</p> <p>2. Requested Change – request to make streets public.</p> <p>3. Requested Change – add language design will be revisited every ten years to conform to city practices.</p>	<p>1. Gaslight Investors has accepted modification #1.</p> <p>2. Gaslight Investors has declined the request to make the streets public. They will provide an overview to the City Commission when it is on the agenda.</p> <p>3. City staff are seeking clarification of this request.</p>
City Commission Conditions	<p>3. Developer/Owner must apply for the closure of private streets so as to limit the impact upon vehicular traffic. Private street closures and temporary blockage shall be permitted in accordance with City ordinances, regulations, and policies.</p> <p>Requested Change – add language the developer will close streets at the request of the City.</p>	<p>Gaslight Investors has declined this modification. They will provide an overview to the City Commission when it is on the agenda.</p>
City Commission Conditions	<p>5. During the final plan review stage, if street or utility improvements are determined to be needed, as specified in condition 4, and are not appropriately funded, the final plan must be amended to eliminate the need for such improvements or amended to a level at which the improvements can be funded.</p> <p>Requested Change – add language clarifying who is funding. Additionally, language about if not funded project would not be approved.</p>	<p>Gaslight Investors has agreed to language.</p>
City Commission Conditions	<p>7. Traffic circulation within the PUD area shall be addressed to the satisfaction of the City traffic engineer.</p> <p>Requested Change – add language defining what is being met.</p>	<p>City staff is working with City traffic engineer to find language that meets the intent of this request.</p>

Section	Requested Change	Status
City Commission Conditions	8. The locations of Building E and the open space around that building, as shown on the attached illustration, shall be adjusted to a mutually agreed upon location within this area in the final site plan and PUD agreement for the 2255 Wealthy Street parcel. This agreement should make the open space a more prominent site feature and improve vehicular circulation through the site. Requested Change – add “public” into section.	With the revised concept plan this language has been removed from the draft.
General	Adding new language noting that all conditions must be met for final approval.	Gaslight Investors has accepted this change.

CHARACTER DISCUSSION

The City Attorney continues to research various court cases regarding the definition of character. Varnum’s research has not found any cases that provide clear guidance or any kind of “test” that can be used when deciding the Character question. One case that Mr. Huff notes that is relevant to the discussion is an unpublished Michigan Court of Appeals case from 2009 involving Lakewood Hills. The Court of Appeals noted a Circuit Court ruling that referenced the Jade Pig project.

“Petitioner appealed the denial of its variance requests to the Kent Circuit Court. In a written opinion affirming respondent’s decision, the circuit court observed that “preserving a community’s identity is a legitimate objective” and “so is preserving an area’s aesthetics.” The court also stated that petitioner was not entitled to the variances simply because a variance had been given to another developer:

Because the other developer’s structure will be set back from the street, not on it as will be petitioner’s proposed new structures, and will be behind petitioner’s current structure, that other structure will not be as looming as what petitioner proposes to build, so that it will not similarly alter the character of the neighborhood. Hence, because what petitioner wants to build is different enough from the other developer’s proposed structure, consistency, even if required by law, does not preclude denying petitioner’s application for a variance.”

The Court of Appeals was not opining on the character question, but procedural matters of the East Grand Rapids Zoning Board of Appeals, which was the City Commission at the time. The Circuit Court ruled that the 2004 Jade Pig project did not alter the character of the area as the taller buildings are set back from the street front. Mr. Huff also shares that while unpublished opinions are normally not considered “case law”, given this one speaks directly to the property in question it is relevant. Mr. Huff will be able to speak to the court’s opinion at the meeting if there are questions.

City Planning Consultant Paul LeBlanc provides the attached memo discussing essential character for the Commission’s information.

NEXT STEPS

Gaslight Investors will be available at the meeting to address questions from the City Commission. They will also be able to provide their view on the requested changes which they have declined to accept. At that point the City Commission can either choose to move forward with the current drafts, direct staff to continue conversations to see if a resolution can be found, or decide these matters are basis for denial.

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

Shea Charles, City Manager

GASLIGHT VILLAGE

PUD AMENDMENT CONCEPT PLAN

27 AUGUST 2025



PUD AMENDMENT KEY PLAN

- (A)** EXISTING MIXED USE
TWO STORY (Constructed as part of PUD approved on September 7, 2004.)
- (B)** EXISTING MIXED USE
TWO STORY (Constructed as part of PUD approved on September 7, 2004.)
- (C)** NEW MIXED USE
FOUR STORY (ONE LEVEL C-1 ON GRADE WITH THREE LEVELS RESIDENTIAL ABOVE)
- (D)** NEW MIXED USE
FIVE STORY (ONE LEVEL C-1 ON GRADE WITH FOUR LEVELS RESIDENTIAL ABOVE)
- (E)** (REMOVED)
- (F)** NEW RESIDENTIAL
FOUR STORY (LOBBY/PARKING ON-GRADE WITH THREE LEVELS RESIDENTIAL ABOVE)
- (G)** NEW RESIDENTIAL
THREE STORY (PRIVATE GARAGE PARKING ON-GRADE BELOW)
- (H)** NEW RESIDENTIAL
THREE STORY (PRIVATE GARAGE PARKING ON-GRADE BELOW)
- NEW PARKING
TWO STORY PARKING STRUCTURE

ALL DRIVES ARE TWO-WAY TRAFFIC
INCLUDING EAST OF BUILDING D

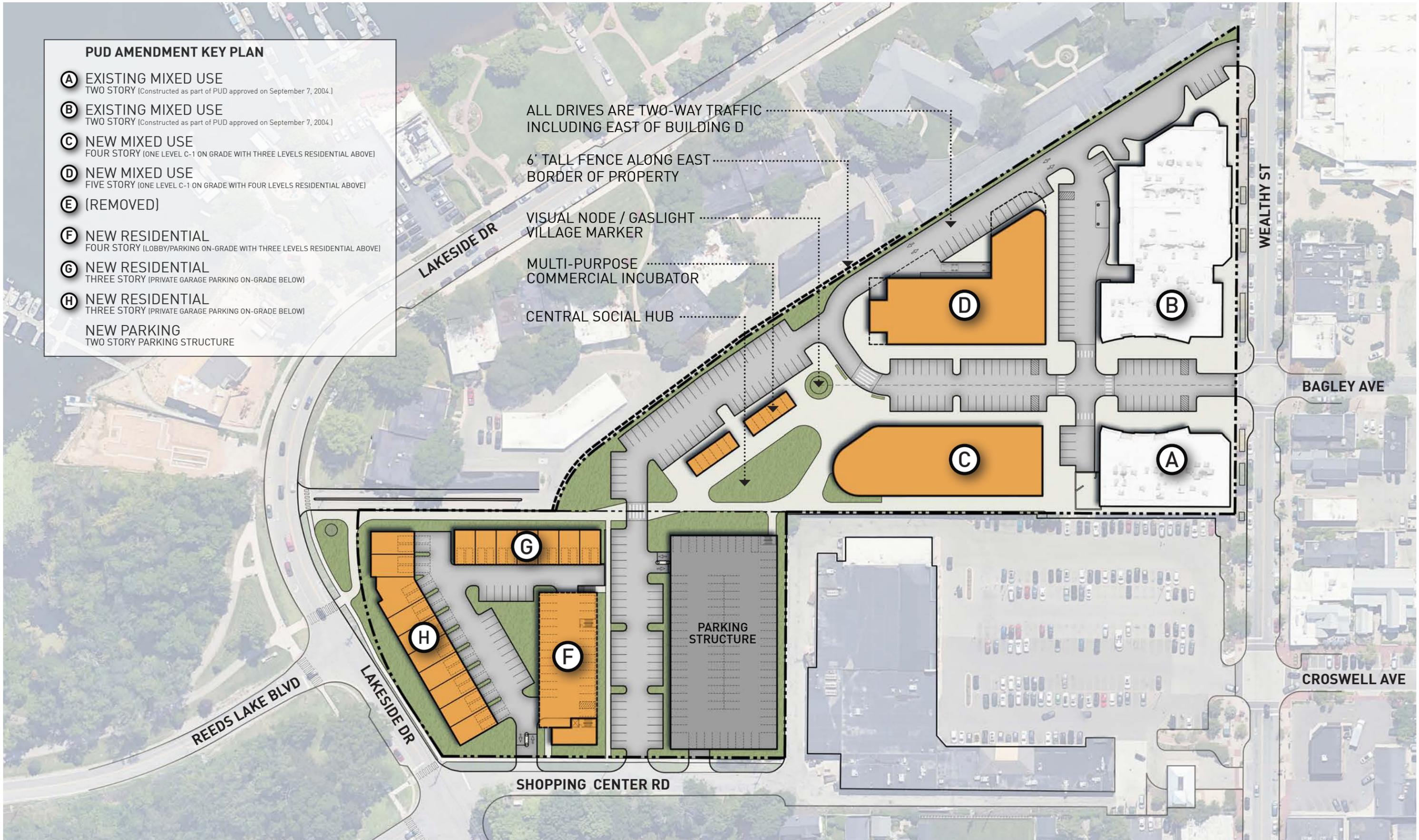
6' TALL FENCE ALONG EAST
BORDER OF PROPERTY

VISUAL NODE / GASLIGHT
VILLAGE MARKER

MULTI-PURPOSE
COMMERCIAL INCUBATOR

CENTRAL SOCIAL HUB

PARKING
STRUCTURE



GASLIGHT PUD AMENDMENT

8.27.2025

PARKING C-1 USE AREA RESIDENTIAL UNIT SUMMARY					
USE	AREA (USF)	UNITS	NOTES	PARKING RATIO	SPACES
Existing Tenants (A+B)	77,500		Buildings A and B are both 2 levels, all C-1 uses	3/1000	233
BLDG C : C-1 USES	15,000		Building C is 1 level of C-1 Uses with 3 residential levels above	3/1000	45
BLDG C : RESIDENTIAL		42	3 levels with 14 units per level	1 space / unit	42
BLDG D : C-1 USES	17,000		Building D is 1 level of C-1 uses with 4 residential levels above	3/1000	51
BLDG D : RESIDENTIAL		64	4 levels with 16 units per level	1 space / unit	64
BLDG E : C-1 USES	0		BLDG E HAS BEEN REMOVED FROM THE PLAN	3/1000	0
BLDG E : RESIDENTIAL		0	BLDG E HAS BEEN REMOVED FROM THE PLAN	1 space / unit	0
BLDG F : RESIDENTIAL		24	Building F is 3 levels of residential with 8 units per level over parking and lobby	1 space / unit	24
BLDG G : RESIDENTIAL		7	Building G is 7 townhomes. Each townhome has a 2 stall on-grade garage.	2 spaces / unit	14
BLDG H : RESIDENTIAL		10	Building H is 10 townhomes. Each townhome has a 2 stall on-grade garage + space for two visitors	2 space / unit	20
TOTAL AREA OF C-1 USE	109,500		77,500 USF existing + 32,000 USF proposed	TOTAL PARKING DEMAND	493
TOTAL RESIDENTIAL UNITS		147	17 townhomes + 130 units	TOTAL PARKING PROPOSED	493

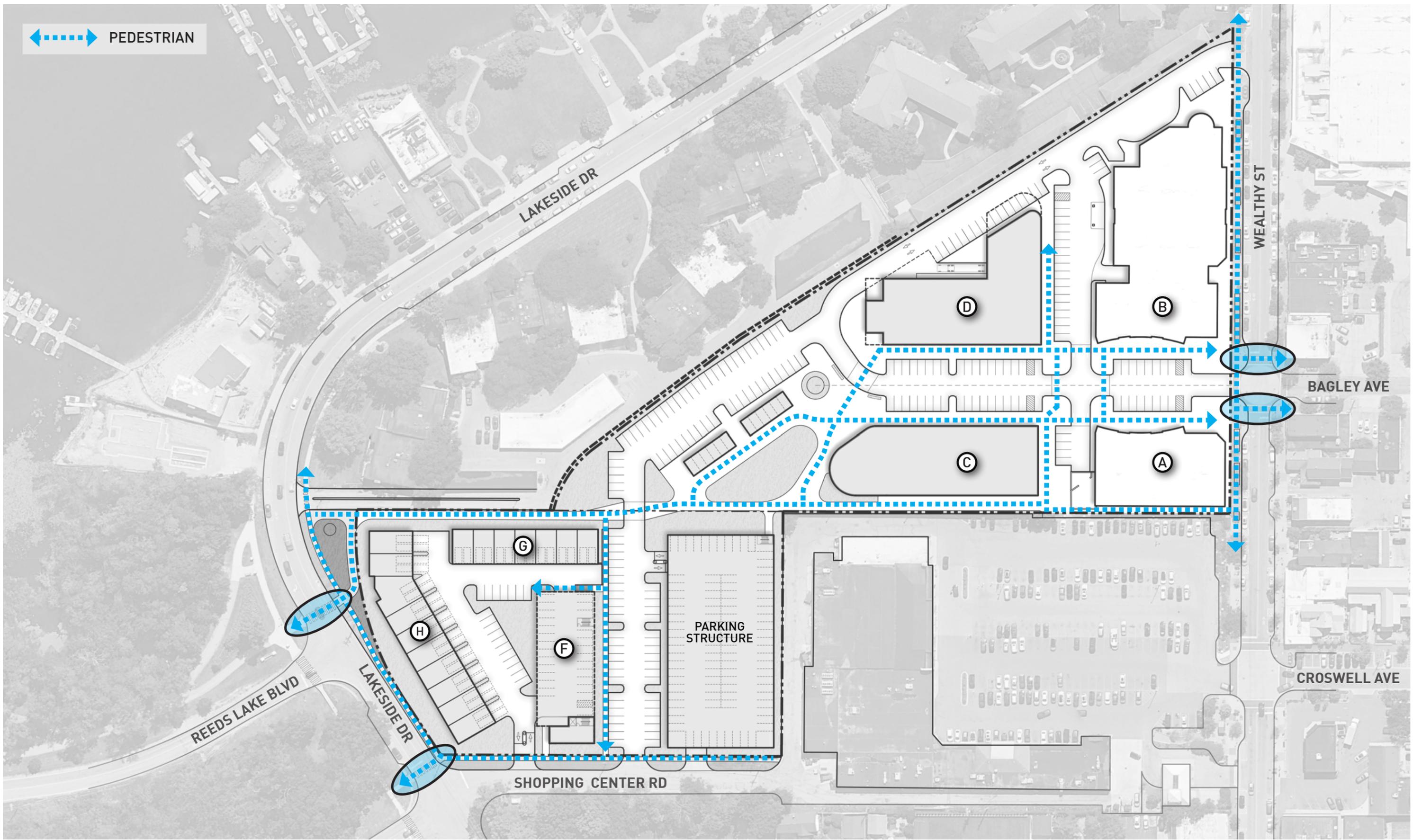
Final parking study and shared parking ratio to be prepared for final site plan submission.

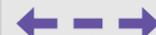
Visitor "driveway" parking spaces (20) are available for building H resident guests.

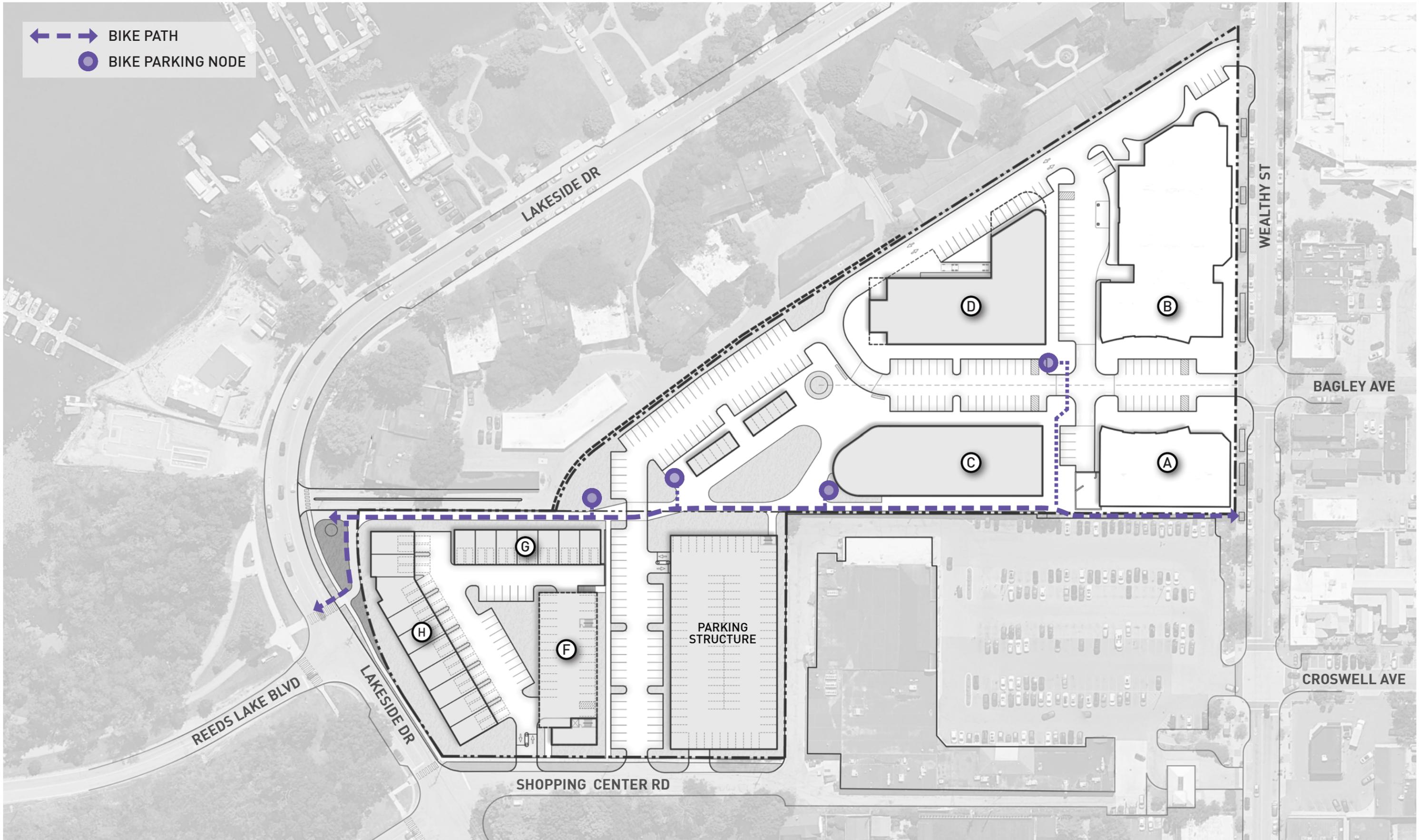
SUMMARY OF CHANGES COMPARED TO PREVIOUS PROPOSAL (FEB 2024)

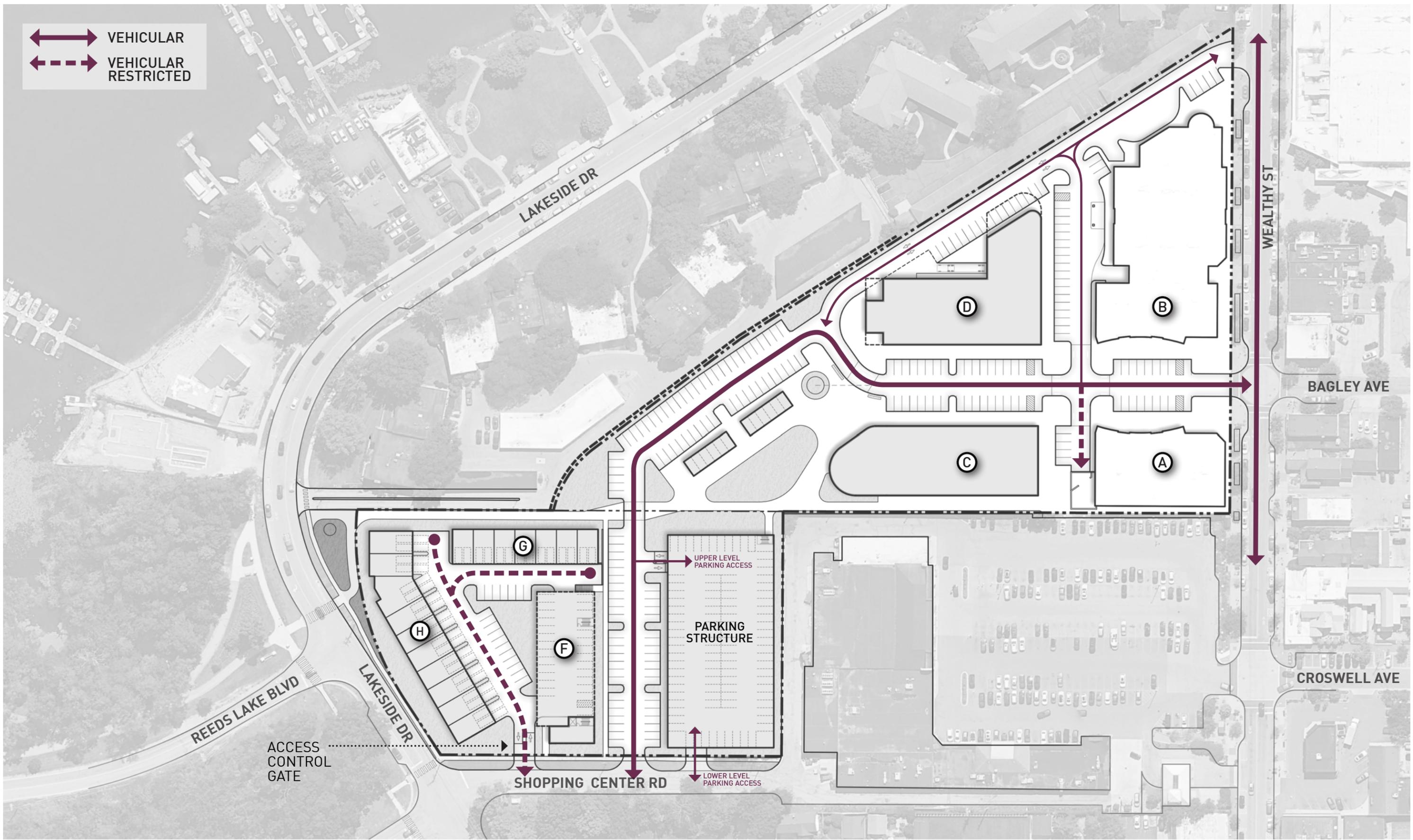
	previous (FEB 2024)	proposed (8.26.2025)	CURRENT DESIGN HIGHLIGHTS
Existing C-1 USE AREA	77,500	77,500	CURRENT EXISTING C-1 SPACE IN BLDGS A + B TO REMAIN
New C-1 USE AREA	56,970	32,000	44% REDUCTION - 24,970 LESS C-1
residential units	180	147	18% REDUCTION - 33 LESS RESIDENTIAL UNITS
parking spaces	583	493	PROPOSED PARKING RATIO FORMULA
total bldgs in PUD	8	7	
Bldg C	5 levels	4 levels	REDUCTION OF ONE LEVEL
Bldg D	7 levels	5 levels	REDUCTION OF TWO LEVELS
Bldg E	5 levels	REMOVED	BUILDING E WAS REMOVED FROM PLAN
Bldg F	4 levels	4 levels	NO CHANGE (3 levels with on grade parking below)
Bldg G + H (townhomes)	3 levels	3 levels	NO CHANGE (garage parking below)
parking structure	3 - 4 levels	2 levels	REDUCTION OF 1 TO 2 LEVELS

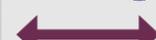
PEDESTRIAN

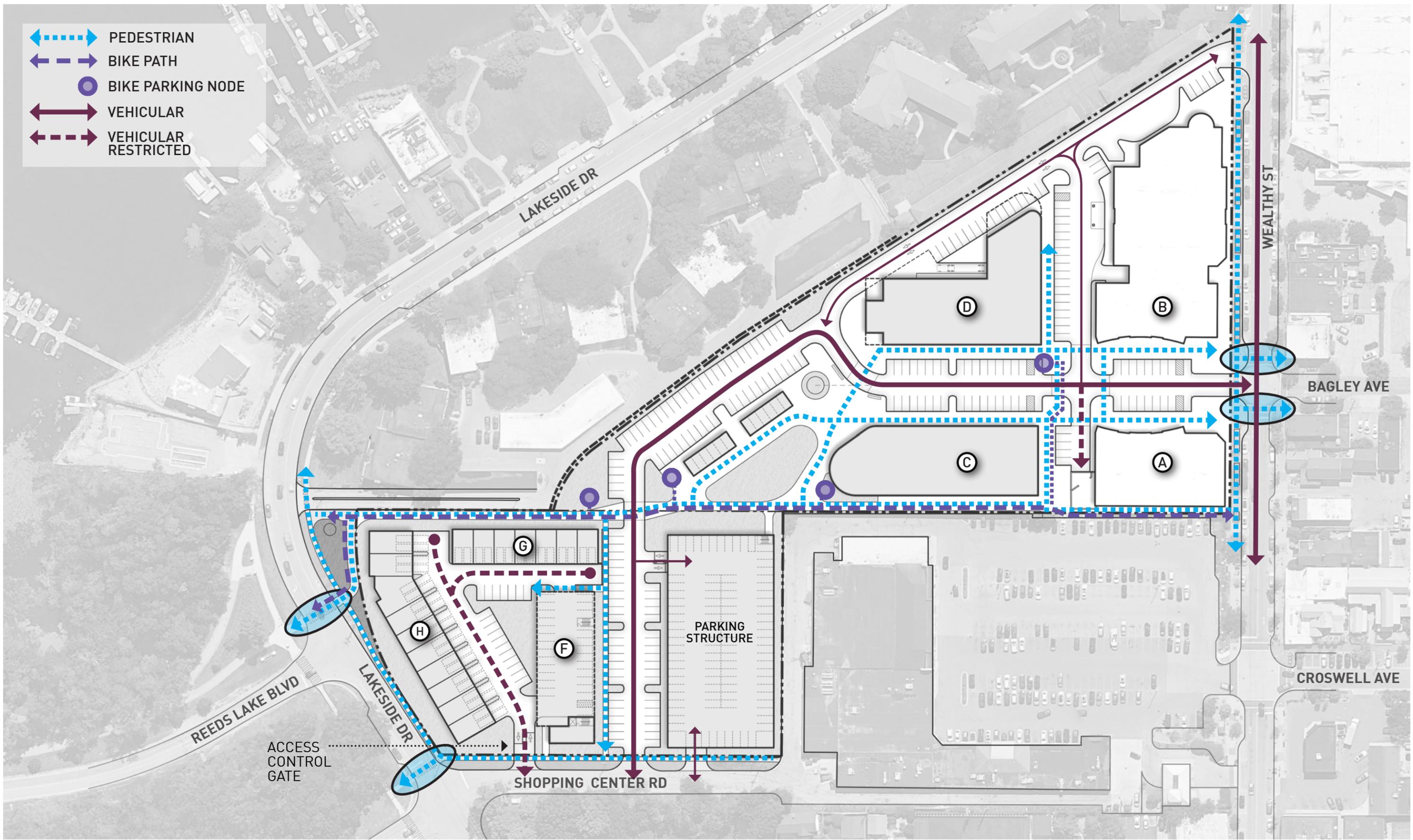


 BIKE PATH
 BIKE PARKING NODE





-  PEDESTRIAN
-  BIKE PATH
-  BIKE PARKING NODE
-  VEHICULAR
-  VEHICULAR RESTRICTED



Jay Gianotti, Zoning Administrator Memo



CITY OF EAST GRAND RAPIDS

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JAY GIANOTTI, AICP
ZONING ADMINISTRATOR

MEMORANDUM

TO: Honorable Mayor and City Commissioners
FROM: Jay Gianotti, Zoning Administrator
DATE: August 27, 2025

RE: **Gaslight Investors Planned Unit Development Amendment Introduction**
2255 Wealthy St. SE and 515 Lakeside Dr. SE (PPNs 41-14-33-276-032 and 41-14-33-276-029)

Action Requested:

That the City Commission reviews and introduces a PUD ordinance amendment and resolution for the Gaslight Investors PUD and revised concept plan, as well as provide input related to each one of the Standards of Review in Section 5.49 of the zoning ordinance.

Background:

On May 3, 2024, Gaslight Investors first submitted an application regarding a revised and amended site plan for the Planned Unit Development (PUD) at 2255 Wealthy St. and 515 Lakeside. The original PUD plan, then referred to as the Jade Pig PUD, was approved in 2004. The first phase of this development was approved and constructed in 2005. No further development on this site has occurred since then. An amendment to this original PUD was approved in 2008, but no construction ever took place. Thus, that approval was voided. A revised concept plan for the site was introduced to the Planning Commission in 2020, but because of factors related to the COVID-19 pandemic, the plan never advanced beyond that stage. The originally approved PUD plan thus remains in place as a valid actionable plan to this day.

As defined by the zoning ordinance, this applicant’s proposed revisions and amendments constitute a major change to the previously approved PUD preliminary plan and agreement. Therefore, the applicants are required to proceed through the entire PUD approval process for this revised plan. This involves two sets of hearings at the Planning and City Commission levels. A basic timeline of this process, including the current step in this process, is shown in Exhibit 1. This current stage – the PUD concept plan stage – is solely for review of the overall concept plan. Section 5.47 of the zoning ordinance lists the materials that are required at this stage. Note that final building designs, floorplans, and details such as building materials, public/private

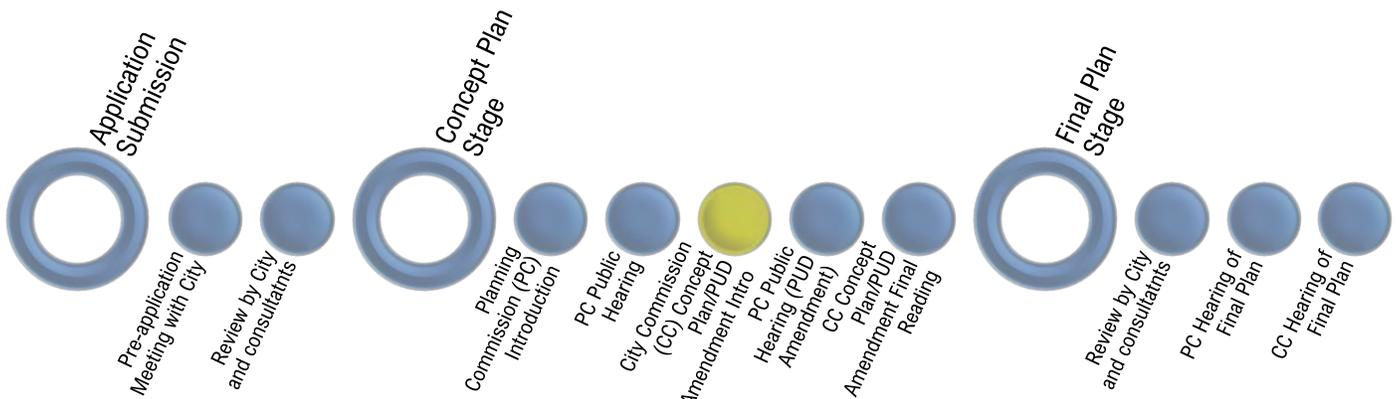


Exhibit 1 – General PUD approval timeline with the current step highlighted in yellow. The formal public hearing of the concept plan was held on February 17, 2025, with additional revisions presented on March 31, 2025, July 21, 2025, and September 2, 2025. The final part of this step would be the consideration and approval of a corresponding PUD amendment, followed by a public hearing for the PUD amendment with the Planning Commission and final reading by the City Commission.

amenities, and specific tenants or occupants are not provided or required at this stage. The concept plan is intended to simply show the basic layout of proposed buildings, streets, and other important elements that illustrate the intended vision for the site. More detailed designs and requirements are considered at the third and final review stage. The purpose of a concept plan approval is to give the applicants reasonable assurance that their proposed concept is viewed favorably so that the final site plan and detail designs can be produced with some level of confidence. The final site plan will be judged against the approved concept plan to ensure it remains in general compliance with what the City Commission approves. The City Commission may make suggestions or recommendations regarding elements they would like to see in the final plan, but these are not required to be presented or approved at this stage.

Summary of Previous Actions:

To date, the formal review process for this revised concept has lasted over one year. A revised concept plan was first introduced to the Planning Commission on June 11, 2024. After providing feedback on the presented concept, the Planning Commission voted unanimously to move the concept plan to a public hearing. In the interim, the City hosted an open house on June 24 to give the public a greater opportunity to view the concept plan and ask questions to the developer and architects. Over 40 residents attended this open house; the comments received at this open house are attached to these materials. Table 1 shows a summary of the major themes emerging from the open house feedback. A formal public hearing with the Planning Commission was then held on July 9, 2024. At the end of this meeting, the Planning Commission requested additional information regarding the project’s impact on traffic, pedestrian safety, and mobility options. This additional information from the applicants was introduced at a public hearing on November 12. After considering all of this information, the Planning Commission voted 8-1 to recommend approval of the concept plan with ten conditions. Though not explicitly stated, the City interprets that these conditions would need to be met at the final plan stage. Additionally, the Planning Commission requested the City to increase the public notification radius for this project to 1,000’ instead of the standard 300’ set forth in State law.

This version of the concept plan was introduced to the City Commission at their January 21, 2025, meeting, where it was unanimously voted to advance the concept plan to a public hearing. This public hearing was held on February 17, 2025, at the EGR Performing Arts Center. An additional open house was held on February 4 to allow residents the opportunity to view the proposed concept plan. Additional public comments regarding the proposed concept plan have been made at various master plan subarea meetings, planning commission meetings, and city commission meetings throughout the year. Since the February 17 public hearing, the applicants have made multiple revisions to the concept plan to reduce the overall density and building heights. Revised concepts were presented at the March 31, 2025, May 5, 2025, and July 9, 2025, City Commission meetings. The most recent version, which is now under consideration, was prepared on August 27, 2025, in conjunction with the draft PUD amendment and resolution now under consideration.

Table 1 – Major feedback themes from June 24, 2024 Open House Engagement

Development Design	Circulation/Access	Other
<ul style="list-style-type: none"> • Excitement for new development • More green space and public space • Concerns about seven-story building height • Concerns on parking - amount and location (less street parking) 	<ul style="list-style-type: none"> • Traffic study - take into account vehicles, pedestrians, bicycles, and transit • Consider additional facilities for handling increased traffic, such as traffic light (roundabout not favored) • Keep easy pedestrian access for apartments/condos on Lakeside 	<ul style="list-style-type: none"> • Provide streetscape designs for roads • More emphasis on environmental sustainability • Will increased residential density impact schools?

In comparing the current concept to what was first introduced in 2024, there are now a total of eight buildings proposed. However, the orientation and function of these buildings have changed over time, and more open space has been provided compared to previous iterations. Of note, the former Building E that terminated at the Bagley Ave. street axis has been removed with open space replacing the area where it was proposed. The commercial and residential space proposed for this building has now been incorporated into Building C, which now has a larger footprint compared to previous concepts. Flanking the open space to the northeast are two “commercial incubator” spaces to provide a different commercial space option compared to the rest of the site. Overall, the amount of commercial space and residential units is essentially the same as the May and July 2025 concepts. Several buildings have been reduced in height; now, none exceed five stories compared to one building originally featuring seven stories. The height of the new parking deck has also been reduced. To make up for the loss of parking capacity, some additional surface parking has been added to the site. In response to multiple requests for additional greenspace, a larger outdoor amenity area, dubbed the “central social hub”, has been added where Building E previously was proposed. Table 2 shows a brief summary of major changes to the site plan from 2004 to now. The applicants have provided preliminary analysis to address some of the comments made at the Planning Commission public hearing. These include an updated parking study, additional renderings illustrating building massing and pedestrian activity, updated multi-modal movement diagrams, and a proposed timeline for preparing the final traffic, parking, and multimodal impact studies. These are included with these materials along with the original submission materials.

After extensive discussion and feedback, the City Commission allowed the City and consultants to prepare an amendment and resolution to approve a revised concept plan based on the May 5 version of the concept plan. This was initially discussed at the May 19, 2025, City Commission meeting. Feedback at that time from the public and Commissioners has been reviewed and used to revise these materials to their current form. This includes revision of the Planning Commission’s original conditions as well as the inclusion of seven new conditions. The new conditions are as follows:

1. Any private streets and sidewalks constructed by the developer shall be built to standards approved by the City. The private streets shall be maintained to City standards, including snow removal on streets/sidewalks. Obstructions that may be allowed on any sidewalk shall be in accordance with existing City ordinances, regulations, and policies.
2. The upper floors of buildings in excess of three stories shall be stepped back from the lower floors.
3. Developer/Owner must apply for the closure of private streets so as to limit the impact upon vehicular traffic. Private street closures and temporary blockage shall be permitted in accordance with City ordinances, regulations, and policies.

Table 2 – Summary of major PUD plan changes from approved 2004 plan to 2025 proposed plan

Approved 2004 PUD	Proposed 2024 PUD Amendment (August 2025)
7 total buildings with retention of existing parking garage <ul style="list-style-type: none"> • 2 Commercial buildings • 1 Parking garage (existing) • 1 Mixed-use building (commercial & residential) • 3 Residential buildings 	8 total buildings (2 already constructed) including new parking garage <ul style="list-style-type: none"> • 2 Commercial buildings (existing) • 1 Parking garage (new) • 2 Mixed-use buildings (commercial and residential) • 1 Residential building • 2 rows of Townhouses
Tallest building: 7-stories, 79' height (to roof midpoint; appx. 94' to roof peak), solely for residential use	Tallest building: 5-stories, appx. 70' max. height, mixed-use (commercial and residential); see also Table 6
107 residential units (condominiums)	147 residential units, including condos, apartments, and townhomes. Project is committed to reserving approximately 10% of the residential units as attainable rental units that range between 100% and 120% of the area medium income (AMI). (may be subject to future Brownfield Redevelopment Authority consideration)
99,420 s.f. commercial	109,500 s.f. commercial
687 total parking spaces (only 414 ever present at once)	493 total parking spaces

4. The City is not obligated to fund any improvements to streets or utilities necessitated by increased demand resulting from the development. This condition does not preclude the City from voluntarily funding any improvements.
5. During the final plan review stage, if street or utility improvements are determined to be needed, as specified in condition 4, and are not appropriately funded, the final plan must be amended to eliminate the need for such improvements or amended to a level at which the improvements can be funded. This condition does not preclude the City from voluntarily funding any improvements.
6. Development of the project in phases may require updates to studies related to parking, utilities, and traffic. Such updates may be required at each phase at the discretion of the City.
7. Traffic circulation within the PUD area shall be addressed to the satisfaction of the City traffic engineer.

Tonight's meeting is part of the final step in the concept plan phase where the final draft of the concept plan, PUD Amendment, and PUD Resolution is being presented for City Commission review. The text of the PUD amendment, resolution, and updated concept plan are included with these materials. Redlines versions of the PUD Amendment and Resolution are also provided to help compare what language is being changed. For reference, additional studies and other data presented at previous meetings can be found in the [May 19 agenda materials](#).

Concept Plan vs. Final Plan:

As noted throughout this process, the PUD approval process involves first the approval of a concept plan, then the later approval of a final plan before any development can begin. The following sections explain the differences to help reduce confusion about what is expected at each step.

Concept Plan The concept plan is the first plan for development that is reviewed. It is only intended to show the general relationships between the buildings and circulation on the land, including basic massing, location, and function. The overall intent of a concept plan is to show what might be possible to develop. For example, if someone was looking to develop a vacant residential lot, they would first need to create a concept for the lot showing where the house and any accessory buildings would go, how access to the house and accessory buildings will be handled, and a check for what the limits for development might be based on factors such as budget, intended usage, and ordinance requirements. The owner might have specific ideas about what appliances, fixtures, materials, furniture, and other items they might want in the finished home and lot, but these points are irrelevant to consider without an accepted concept plan in place. For these reasons, it is not practical or expected to see such details with the concept plan. This does not mean that any requested studies and additional information are not important, only that the plan must pass through this phase first to allow for the plan development required to give those studies any real-life meaning.

Final Plan The final plan is the second and final plan for development that is reviewed. This plan includes the final design of the proposed buildings, including locations, façade design and shape, floorplans, materials, etc., as well as final designs and locations for roadways, public amenities, landscaping, and the like. With this level of detail, it will be possible to provide more comprehensive studies related to parking, traffic, environmental, infrastructure, and other items required with a PUD plan approval. The final plan is also judged based on conformity with an approved concept plan. Crucially, the final plan cannot be created, much less reviewed, without an approved concept plan first because it is not feasible to create such details without having an approved concept as its basis.

It should be stressed that approving the concept plan in its current form does not mean that the City is barred from requesting or requiring further modifications at the Final Plan stage. The concept plan, if approved, simply defines the parameters that the Final Plan must conform to before final approval is granted. It is still subject to any conditions that are proposed by the Planning and City Commissions. It is expected that refinements to the concept plan will be made in the Final Plan stage as the overall uses are more clearly defined, the building & amenity designs are developed, and more detailed studies are completed. If any issues or concerns arise as a result of these additional studies or other items, the City and Commissions can still require they be corrected before approving the final plan.

One other point to mention is that for the purposes of approving the concept plan, ***the first and foremost responsibility is to follow the required standards of review for the concept that the applicant is presenting.*** Throughout this process, multiple ideas of what could be developed here have been proffered. However, the standards of review must only be judged on what the applicant has presented, not what other alternatives might exist. This is no different from any other zoning or site plan review that the City does: ***if the plan presented by the applicant meets the required standards of review, regardless of if other things could be developed, then the concept plan must be approved. Any vote to deny must be reasonably linked to one of the standards of review.*** Similarly, topics that have been brought up that are not listed as one of the standards of review cannot be used as a basis of denial.

Review of Standards:

To approve a major change to a PUD agreement, the following criteria under Section 5.49 must be met. ***If all criteria are met, then the Commission is required to grant approval.*** While the City has discretion on deciding whether a PUD can be approved and may also attach reasonable conditions to any approval, Section 503 of the Michigan Zoning Enabling Act clearly states that any decision requiring Planning and/or City Commission approval must be based on a defined set of standards. This ensures that all PUDs, not just the current one under consideration, are judged consistently by the same criteria. The attached memo from City Planning Consultant Paul LeBlanc discusses this in more detail. In short, the required standards of review in Section 5.49 do allow room for discretion and interpretation, but any decision to approve or deny must be factually based and clearly related to these standards.

- A. *The proposed PUD complies with the intent and all qualifying conditions of §§ 5.41 and 5.42 of this article, respectively.*

Staff comments: City staff and consultants believe that this standard is met. The overall mix of uses is quite similar to the originally approved PUD and provides many of the same benefits as the original plan. The revisions from 2024 to now have retained a generally mixed-use development character. Additionally, the 2018 City Master Plan showed having mid-rise building up to seven stories as the preferred development concept for the site. Exhibit 2 shows these renderings for comparison.

There have been multiple comments that the standards in Section 5.47 of the zoning ordinance, pertaining to concept plan review, have not been met. In the City’s and consultant’s view, these standards have all been met to the extent that valid information can be provided at this stage. Table 3 goes over this in more detail.

- B. *The uses conducted within the proposed PUD, the PUD’s impact on the community and other aspects of the PUD are consistent with the city’s master plan.*

Staff comments: City staff and consultants believe that this standard is met. The 2018 Master Plan provides guidance on what the preferred intent of this area should be. If anything, the proposed uses are more varied than originally conceived. Of note:



Village Address Perspective



Village Address Perspective Land Use

Exhibit 2 – Renderings of preferred PUD site concepts from the 2018 City Master Plan

Table 3 – Summary of Section 5.47 Concept Plan Standards

STANDARD OF REVIEW	STAFF COMMENTS
1. PUD Concept Site Plan, plus list or requirement information.	City staff and consultants reviewed this and found that all elements listed in this section that are relevant to this request are present.
2. Concept plan narrative	This was provided in the applicant’s original submission materials.
3. Table of modification	This was provided in the applicant’s original submission materials.
4. Phasing Plan	This is not applicable at this time as the applicants have not indicated multiple phases of construction. However, the proposed PUD amendment would allow the proposed development to occur in multiple phases if requested. Additional studies for traffic, utilities, parking, etc. may be required at each different phase at the City’s discretion.
5. Additional information requested by the Planning Commission	<p>This section lists examples of items that can be reviewed if <i>requested by the Planning Commission</i> (emphasis added) at the concept plan stage. Any examples listed in this item are not mandatory unless specifically requested. Even then, some studies cannot be fully completed without the details provided in a final plan, meaning the concept plan needs to be approved first to allow the final plan to be created. Nonetheless, the following studies have been provided with the plan to date:</p> <ul style="list-style-type: none"> • Preliminary Traffic/Parking Study – Fleis & Vandenbrink, Progressive Companies • Environmental & Soil Concerns – Prein & Newhof • Preliminary Utility Analysis – City • Building Code Requirements – Cascade Building Inspection Services (attached to materials) • Public Safety Review – EGR Public Safety Dept. (attached to materials) <p>Based on the level of detail required and expected at the concept plan phase, City staff and consultants believe that this standard is met to allow the plan to move to the final plan stage. In summary, the general consensus with these studies is that there are no immediate concerns at this point, though additional studies will still be necessary with the final plan phase. Additional studies can still be required at the final plan stage.</p>

- The proposed plan calls for 32,000 s.f. of new commercial space for a total of 109,500 s.f. This includes the newly proposed “commercial incubator” space that was not a part of the previous concepts. By comparison, only appx. 99,420 s.f. of total commercial space was proposed in the original PUD agreement.
- The number of residential units in this proposed plan would be 147 units. These are comprised of different types of housing such as apartments, condominiums, and townhouses. By comparison, the originally approved PUD plan had 107 housing units, all of them being apartments. The applicant’s materials also indicate a commitment to providing attainable housing with this plan which was not present in the original plan.
- A central open space area, dubbed “social hub”, has been designated for the center of the site. A visual node would align with the Bagley Ave. entrance. The overall area of this space appears to be larger and more centrally located compared to previous concepts.
- The main access for the PUD from the north would be rerouted to connect with Shopping Center Drive at the Greenwood/Lakeside intersection. The existing vehicular access point to the east of Reeds Lake Blvd. would be converted solely to pedestrian access (though the existing access road to

Lakewood Hills Apartments would remain.) This may be preferable from a traffic management standpoint as the current north vehicular access is offset less than 100' from Reeds Lake Blvd. While the City's Master Plan indicates a proposed road connection to the Reeds Lake Blvd. intersection, the overall intent of this recommendation is understood simply to provide a clear and easily accessible north-south connection between Wealthy and Lakeside. In that light, strict adherence to the Master Plan is not necessary if the general intent is still there and current data shows that a better alternative is available¹. A secondary accessway is also proposed at the east edge of the site, A comprehensive traffic impact and pedestrian study for these accessways will be required with the final plan submittal. The study should include additional information on traffic flow and traffic mitigation strategies with this proposed concept.

While there has been extensive discussion on the scale of this proposed concept plan compared to other residential and commercial areas in the City, it is important to note that much of the proposed development would meet the City's existing zoning ordinance requirements. Table 4 analyzes this in more detail. Based on the proposed development in this concept plan, development on the 2255 Wealthy parcel is only compared to C-1 standards, and development on the 515 Lakeside Parcel is only compared to MFR standards. As shown here and in Table 4 below, ***the proposed development would already meet most of the standard C-1 and MFR zoning requirements.*** The deviations that do appear are mostly related to height and parking. ***These should not be seen as deficiencies*** as PUD zoning allows for allowances outside of traditional zoning. The main focus of the PUD review, then, should be on how any deviations from the zoning ordinance are handled in the concept plan. For example:

- While the height of the proposed buildings exceeds the zoning ordinance requirements, it would be less than the concept plan that was approved in 2004 and amended in 2008. ***Additionally, the adjacent Lakewood Hills Apartments development has a consent agreement in place that allows them to construct three new buildings up to 5 stories and 48' in height to the roof midpoint and 58' to the roof peak. This agreement is still in effect and has no expiration date, meaning it could be implemented at any time.*** In this light, the height of the proposed buildings at the Gaslight Investors site would be very comparable to the Lakewood Hills Apartments concept plan. Finally, as will be discussed below, the City's current master plan currently recommends this site to be used for a mid-rise mixed-use development as proposed in this concept plan.
- While the zoning ordinance generally requires more off-street parking than what this concept plan provides for, the parking studies done to date have concluded that with shared parking, the parking needs for these uses can still be met with the parking lots and structures proposed². This could constitute an overall benefit as fewer parking areas can leave room for other desirable open space and amenities.

There have been multiple comments regarding the site's original PUD approval in 2004 and why the current concept plan appears to deviate from that. Parking and streetscaping have been examples of items cited in this regard. It should be noted that, with regards to streetscaping, many of the provisions in the 2004 PUD amendment were specific to the City's overall update of the Wealthy Street landscaping at the same time, so any references to those conditions would already have been fulfilled. References to contributions for other street improvements are deemed better handled with the PUD agreement at the final plan stage. With regards to parking and usage of the former parking deck, the City Commission has already approved the demolition of the old deck so any conditions related to that would be nullified. Any other conditions related to parking would also be deemed more appropriate in the PUD agreement made with the final plan.

It is also worth noting that the originally approved 2004 PUD plan also had multiple deviations from the zoning ordinance at the time. Examples include:

¹ Though not specifically referenced in the Master Plan, the proposed concept also allows for future connections to the D&W Shopping Center site should opportunities arise.

² Shared parking presumes that different uses have different parking demands during the day (for example, parking for residential uses may not be needed during daytime hours, and parking needs for commercial/office uses may be lessened in evening hours) and thus the provided parking spaces can be used to help satisfy parking requirements for multiple uses.

- The tallest buildings in the 2004 PUD were seven stories and 79' height to the midpoint of the roof. The maximum allowable height at the time was 2 stories at 28' height in the C-1 District and 2.5 stories and 35' in the MFR District. At least five originally proposed buildings would have exceeded this requirement.

Table 4 – Comparison of PUD Development Features with Standard Zoning Requirements

Standard	Requirement	Compliant?	Comments
C-1 Standards (2255 Wealthy Parcel)			
Min. Area	0 s.f.	✓	
Min. Lot Width	0'	✓	
Min Front Setback	0'	✓	
Min. Side Setback	0'	✓	
Min. Rear Setback	0'	✓	
Max. Building Height	40'	✗	Tallest building up to 5 stories, though 2004 PUD approval allowed up to 7 stories and 79' height to roof midpoint. See Table 6 for additional height comparisons.
	3 stories		
Parking – Commercial	Varies	T.B.D. with Final Plan	More details of commercial uses needed to judge
Parking – Residential	1.5 spaces/d.u.	✗	PUD allocates 1 space/d.u., though this could be mitigated with shared parking
MFR Standards (515 Lakeside Parcel)			
Min. Lot Area/unit	2,100 s.f.	✓	
Min. Lot Width	n/a	n/a	
Min. Front Setback	10'	✓	
Max. Front Setback	25'	✓	
Min. Side Setback	10'	✓	
Min. Street Side Setback	12'	✓	
Min. Rear Setback	25'	✗	Parking garage appears to have <25' setback from rear (south) lot line
Max. Building Height	35'	T.B.D. with Final Plan	More details of building design needed to judge
	2.5 stories	✗	Building F would have at least 3 stories; Townhouses could qualify as 2.5 stories if highest story is less than 50% of area of floor below it
Max. Building Coverage	60% lot area	✓	City estimates proposed building coverage to be 44% of lot area
Max. Lot Coverage	80% lot area	✓	City estimates proposed total lot coverage to be 74% of lot area
Rooftop terrace setback, Front	20'	T.B.D. with Final Plan	More details of building design needed to judge
Rooftop terrace setback, Side	10'	T.B.D. with Final Plan	More details of building design needed to judge
Rooftop terrace setback, Rear	25'	T.B.D. with Final Plan	More details of building design needed to judge
Max. Uninterrupted building façade	30'	T.B.D. with Final Plan	More details of building design needed to judge
Min. Access Driveway width	24'	✓	
Min. Access Driveway Side Setback	5'	✓	
Parking	1.1-1.8 spaces/d.u., based on # bedrooms	✗	Townhouses (G & H) provide 2 parking spaces per unit. Building F allocates 1 space/d.u., though surface spaces around Building F could also be used to satisfy demand in off-hours.

- Building 5 in the 2004 PUD had a total of 38 dwelling units as planned. The MFR Regulations at the time limited the maximum number of dwelling units in a building to 24, and then only with ZBA approval.
- The 2004 PUD had a total of 687 parking spaces for the site, including the former Jacobson’s parking deck. This is still less than what would have normally been required at the time; the Findings of Fact from 2004 suggest that between 750-812 parking spaces would normally have been required for the proposed uses in total.

In all these cases, the City Commission determined that allowing these and any other deviations were acceptable based on the benefits provided by the plan as a whole. Thus, the City Commission determined that none of these items were a detriment in this location or with the approved plan. The same must be considered in this amended concept plan review: while these comparisons to the zoning ordinance have been provided as a reference, the concept plan does not need to fully comply with the zoning ordinance requirements. Instead, the concept plan must be judged as a whole as to whether the plan’s benefits outweigh what would normally be permissible.

With regards to residential density, the City also compared the proposed density to other larger multi-family developments in the City³. All density calculations use the entire area of the lot as its basis (as explained below). These results are shown in Table 5, generally ordered from lowest to highest density. In summary:

- All of these developments, regardless of their zoning, would be compliant with the City’s current maximum residential density requirements for multi-family developments.
- The proposed Gaslight Investors concept plan would not be the densest residential development in the City. That would be Croswell Mews, which is developed at 19.8 du/acre.
- The current density of Lakewood Hills Apartments is 14 du/acre. This is higher than the proposed 13.1 du/acre density of the 515 Lakeside parcel. If/when their 65-unit plan per their consent agreement is constructed, that would jump to 17.9 du/acre, higher than the residential density of the entire proposed Gaslight Investors concept plan.
- Even if the proposed density exceeded what the zoning ordinance would normally allow, the general PUD requirements specifically allow “modifications from the density, area, height and placement requirements for the stated district(s).”⁴

Table 5 – Comparison of Multi-Family Residential Densities in EGR

Multi-Family Development	Residential Density (d.u./acre)
Greenwood Park Townhomes	6.8
Lake Shore Club	12.8
Schoolhouse Condos	13.0
Lakewood Hills Apartments (as developed)	14.0
Gaslight Investors PUD (515 Lakeside parcel only)	13.1
Gaslight Investors PUD (full site)	17.5
Bagley Townhomes (original development)	17.5
Lakewood Hills Apartments (per consent agreement)	17.9
Croswell Mews	19.8
Maximum allowed by zoning ordinance in MFR District	20.7

There have been multiple questions about how the residential density calculation were made. To this point, the residential density has been expressed as the number of dwelling units per acre of land, or “gross density.” The 20.7 du/acre maximum residential density is derived from the MFR district standards: every new MFR dwelling unit requires 2,100 s.f. of lot area. ($43,560 \div 2,100 = 20.7$) The standard clearly states that the *entire lot area* needs to be measured to make that calculation⁵. There have been some suggestions that the areas of existing buildings, as well as areas without buildings, should be excluded in determining gross density. This assertion is not supported by the zoning ordinance. Gross density is clearly defined as

³ Other single lots with 2-5 dwelling units have even higher densities, but are excluded from this table as they are not wholly representative comparisons.

⁴ See [Section 5.44C](#) of the zoning ordinance.

⁵ See [Section 5.30A2](#) of the zoning ordinance.

the number of dwelling units per acre *of land*, not each individual building or area of buildings⁶. Excluding the existing buildings on the site is not appropriate in considering density as all of the buildings represent a single, integrated development regardless of the specific building usage. With all of this being said, it should be noted that these standards only apply to the MFR District. Previous materials have shown residential density for the entire site as a reference point, but technically, there is no residential density limit in the C-1 District. To be sure, any housing component in the C-1 District would still need to meet all of the site plan review criteria including traffic, stormwater, utilities, emergency access, etc., but presuming all of those standards were met, there would be no specific limit on the number of residential units that could be developed.

Though not required at this stage, more details on the mix of uses in the development and how they complement each other would be helpful at the final plan stage. This could be included as part of the requested fiscal analysis, noting aspects like the relationship of anchor tenants and associated buildings, how the different uses (small retail, larger retail, mixed-uses, and residential) work hand in hand, and why and how the development works together and benefits Gaslight Village as a whole, and more broadly other nearby commercial areas such as Breton Village.

- C. *The proposed PUD shall be designed, constructed, operated and maintained in a manner harmonious with the character of adjacent property, the surrounding uses of land, the natural environment and the capacity of public services and facilities affected by the development.*

Staff comments: City staff and consultants believe that this standard is met. As noted above, height, density, and layout shown are all consistent with the Master Plan and surrounding area development. The concept plan shows the basic building forms and layout that are being proposed. This level of detail is sufficient to meet this standard at the concept plan stage as discussed above. More detailed building and amenity designs will be required with the final plan. Review of capacity for public services (sanitary sewer, storm water, potable water, etc.), public safety, environmental, facilities, etc. will also be performed with the final plan and reviewed by the City. As discussed further below, the studies and reports that have been provided to date have not identified any impediment to the approval of this concept plan.

- D. *The PUD shall not change the essential character of the surrounding area.*

Staff comments: City staff and consultants believe that this standard is met. This land was originally part of the historic Ramona Park, a popular amusement park. Upon closing, Jacobson's Department Store and Ramona Medical Center were developed on this land. Historical materials related to these uses are provided for reference. Surrounding areas are generally zoned either C-1 Commercial or MFR Multi-Family Residential. Thus, this part of the City has always been home to higher-density uses. Moreover, the existing commercial and multi-family developments have been present for over 50 years; outside of the expansion of Jacobson's and construction of the parking deck in the early 1990s, development in the area since then has not appreciably changed. A basic timeline showing different activities on the former Ramona Park land can be referenced in the [May 19 agenda materials](#).

At the various public hearings and comment periods, several topics of concern were brought forth by residents and Commissioners. Some of these topics are discussed in more detail below.

Building Height The tallest building in this revised plan is proposed to be five stories. The number of stories is fewer than what was approved in 2004. Also, the height of the proposed five-story buildings is listed as being 70' height at roof peak. This is less than the original PUD approval, which called for a maximum building height of 79' at the roof midpoint and 94' to the roof peak. Other buildings are proposed to be 40' for 3-story buildings and 57' for 4-story buildings. These proposed heights are codified in the proposed PUD amendment for each new building, thus providing a legal limit for the total height of these buildings. To further minimize the bulk of the proposed buildings, one of the

⁶ See [Section 5.8](#) of the zoning ordinance.

conditions of the concept plan approval is to require a stepback for any stories above the third floor, reducing or eliminating their visual impact from the street. For comparison purposes, estimated building heights for other buildings in the City/general Gaslight Village area are provided in Table 6. Exhibit 3 below shows a graphic comparison of the new proposed building height compared to what was approved in 2008.

Table 6 – Height comparison of prominent buildings in EGR

Building		Appx. Height
Blodgett Hospital (2008 addition)		72'
Blodgett Hospital (other wings)		42'-90'
EGR High School (Fine Arts wing)		88'
EGR Middle School (adjacent to Reeds Lake)		47'
Gaslight Investors PUD	3-stories (G & H)	40'
	4-stories (D & F)	57'
	5-stories (C & E)	70'
Lakewood Hills Apartments (per consent agreement)		48' to midpoint, 58' to roof peak
Wealthy Elementary School		53'

With regards to the adjacent Lakewood Hills Apartments, that property has a consent agreement in place that would allow them to build new buildings up to 5-stories in height. This consent agreement remains valid today and in perpetuity. Based on the plans in that agreement, the height of those buildings would be up to 48' to the roof midpoint and 58' to the top of the roof. If/when these plans are ever constructed, the resulting buildings would be comparable in height to the buildings proposed with this PUD concept plan.

Site Density Overall, the proposed residential density would be 17.5 units per acre, which is less than the maximum allowed density in the MFR District for new construction (20.7 units per acre).⁷ If considering the 515 Lakeside parcel on its own, the proposed residential density of that parcel would only be 13.1 units per acre. Additionally, only 41 of the proposed 149 residential units (27.5%) would be on the 515 Lakeside parcel closest to existing residential neighborhoods. By contrast, the previous concepts from 2004, 2008, and 2020 had most of the proposed residential units concentrated on the 515 Lakeside parcel.

Connections to Existing Apartments/Condos There were multiple comments regarding connections to other surrounding uses such as the apartments and condominiums to the east. While such opportunities may exist, they would likely require cooperation from adjacent property owners to be established. Thus, no such outside connections are part of this concept plan.

Open Space/Public Space In previous meetings, there was strong interest in having a portion of the site devoted to green space and public space. The most recent iteration of the concept plan has increased the amount of green space in the development, including a larger open gathering space area dubbed the “central social hub.” Compared to previous concepts, this area is more centrally located within the site compared to previous concepts, making it more accessible from all parts of the site.



Exhibit 3 – Visual comparison with newly proposed buildings (left) with tallest building approved in 2008 (right.)

⁷ Putting it another way, if the entire PUD site were to be zoned MFR, the maximum number of dwelling units that could be developed is approximately 178.

Transition The revised plan creates a more desirable transition of uses consistent with the established character of the surrounding area. Commercial uses and taller buildings are clustered at the south end of the site, creating a smooth integration with the Gaslight Village businesses, while development at the north end is limited to residential in scale with the established uses to the east, west, and north.

Regardless of any issues that may have been identified above, the City believes that enough detail and information has been presented to date to allow for concept plan approval. Any issues requiring resolution would need to be addressed and resolved at the Final Plan phase.

- E. *The PUD shall not be hazardous to adjacent property or involve uses, activities, materials or equipment which will be detrimental to the health, safety or welfare of persons or property through the excessive production of traffic, noise, smoke, fumes or glare.*

Staff comments: City staff and consultants believe that this standard is met. To date, the developers have submitted a preliminary traffic study performed by Fleis & Vandenbrink and a Trip Generation Analysis (prepared in mid-April) ahead of the planned formal traffic study. These can be found in the [May 19 agenda materials](#), along with a companion analysis from the City's traffic consultant. These studies concluded the following:

- The projected trip generation for the current concept plan is less than what was recorded while Jacobson's and Ramona Medical Center were in operation. The trip generation is also projected to be similar or slightly higher than the PUD concept that was originally approved in 2004.
- The north site entry is anticipated to be the most heavily used, wherever it is located. The study concluded that the existing intersection at Lakeside/Shopping Center Road provided the best northern access point to the site. As noted at the July public hearing and in Subsection B above, even though the City's master plan does not specifically reference this regarding a north/south connection through the site, a connection at the Lakeside/Shopping Center intersection would still meet the overall intent of this recommendation.
- Alternatives for additional or alternative northern access points involving the existing driveway and the existing Reeds Lake Blvd. intersection were studied, but both found significant conflicts with other access points and would increase the potential for vehicle and pedestrian conflicts.
- Some minor modifications to the Lakeside/Shopping Center intersection and the Wealthy/Lovett intersection may be necessary to mitigate traffic from the project. Signal modifications at Wealthy/Lakeside are also recommended to accommodate additional traffic volumes.
- The parking analysis concluded that, when accounting for shared parking, the project had sufficient parking capacity for the entire site. It should be noted this is a preliminary conclusion based on a general large-scale view of the proposed uses. More detailed parking analysis may not be possible until the final plan stage.
- The study does not appear to address traffic impacts by delivery/freight vehicles. Nor does it appear to discuss pedestrian traffic in much detail, only to note that most of the trips generated would be vehicular. As this is still only a concept plan, it might not be possible to fully study these topics at this time.
- The Planning Commission and consultants also requested information such as updated traffic counts, crash history, pedestrian/bike interaction analysis, intersection level of service analysis, and parking evaluation. Parking is discussed in more detail below. The City has provided the applicants with their own historical data on the other topics. This data is used as baseline data in the submitted preliminary traffic study, which is what will be utilized in relationship to actual traffic counts that will be performed in the Spring along with comparisons to projections taken from the ITE manual.
- The "Anticipated Project Schedule" references a safety study as part of their multimodal impact analysis. While the introductory letter references modifications related to reducing vehicle and pedestrian conflicts in the site, it is not entirely clear what the full scope of the safety study is.

The applicants have also provided basic renderings and diagrams showing the general circulation routes for different users. Of note, the proposed bicycle circulation drawing shows a main north-south bike route connecting Lakeside and Wealthy without intermingling with the internal road network. Access points to bike rack stations are noted and would utilize other planned pedestrian infrastructure. Otherwise, these

drawings do not provide much detail on what specific types of amenities will be incorporated. The City has recommended adopting various recommendations from the National Association of City Transportation Officials (NACTO) and other professional engineering design manuals in other areas such as pedestrian pathways and integrated public amenities.

At this time, the City and its consultants have noted the following items regarding general circulation and parking in this concept plan.

- Truck/service traffic would be directed away from the main interior road into a two-way service road accessed at the SE corner of the property (next to Chase Bank) and travelling northward. This two-way arrangement is intended to deemphasize the service traffic by making it open to all visitors. However, it does have the potential to increase truck traffic on Lakeside Drive and Wealthy Street. Also, the intersection of the two access roads north of Building D may require some additional level of traffic control to reduce conflicts between vehicular and pedestrian traffic. This was not addressed by the preliminary traffic study, though it may not be possible to accurately model these impacts at the concept plan stage.
- The currently proposed plan would feature 493 parking spaces, which is a reduction from the 687 originally approved in 2004. However, the following should be noted.
 - Only 414 of the 687 parking spaces approved in 2004 were reportedly present. The remaining parking spaces were in building phases that were never constructed. Thus, if fully built as proposed, there would still be a net increase in parking spaces over what was present after Phase 1 construction.⁸
 - The City's parking regulations have changed significantly since the original PUD was approved. In most cases, fewer parking spaces are now required compared to 2004 and plans with fewer than the required number of parking spaces can still be approved at the City's discretion.
 - Parking studies done in conjunction with the 2018 Master Plan showed that only 59% of all parking spaces in Gaslight Village were utilized on a typical weekday.
 - It should be noted that the applicants are using a different parking standard compared to the City's, which may result in fewer parking spaces than the zoning ordinance would normally require. However, taking shared parking and the other factors noted above into consideration, having fewer total parking spaces on site compared to the original plan may not be a significant concern, even with the increased amount of commercial and residential space. More detailed analysis may be useful at the final plan stage when the proposed uses are more clearly defined.
- If any temporary surface parking is required while the new buildings and parking garage are under construction, the final PUD agreement should include specific language stating when the temporary lot is to be removed, that the City has the right to remove the lot if the development does not move forward, and that the lot be built to City standards when in use.
- The location and orientation of parking lots and residential ingress/egress should be carefully considered to prevent conflicts with through traffic. Examples include:
 - Much of the surface parking in the north half of the site is perpendicular to the throughway. Angled parking could provide better visibility and safety for parking in these areas, though this may reduce the number of parking spaces.
 - Vehicular access to the residential parking for Buildings F-H should be studied to determine if it is located an appropriate distance from the Lakeside/Greenwood/Shopping Center intersection to prevent traffic conflicts.

It is noted that the level of detail required at this concept plan stage may not allow for a complete modeling or analysis of these items and may be significantly altered when presented with more detailed

⁸ On October 21, the City Commission approved a temporary agreement with Gaslight Investors to allow for the demolition of the existing parking deck for safety concerns, based on the fact that the upper level has been closed for a substantial amount of time without impacting parking availability for the constructed portion of the development. This technically removed approximately 198 parking spaces from the current PUD. Surface parking on the ground level does remain. The temporary agreement still requires Gaslight Investors to provide an appropriate amount of parking whenever any new development occurs and allows the City to require additional parking for existing facilities if the demand dictates it.

data at the final plan review stage. The applicant has committed to performing a complete traffic study while schools are in session to better gauge impacts when traffic is at its highest. The City also recommends that a traffic impact/pedestrian study be submitted with the final plan review. Nonetheless, the City believes that there is sufficient detail provided at this time to find that this standard is met.

Consultants from Progressive Companies have provided companion analysis of the traffic and parking data provided by the applicants. These memos are found in the [May 19 agenda materials](#). Jeremy Chapman provided a memo regarding a parking and traffic historical comparison for the site. Exhibit 4, copied from his memo, summarized his findings. In short, Mr. Chapman concluded that the anticipated vehicular traffic for the proposed concept plan would generally be similar or less than for the concept plan that was approved in 2004. The one data point that was higher – Saturday peak traffic – was comparable to traffic for the former Jacobson’s/Ramona Medical Center development. As a follow-up to this study, Progressive Companies performed an additional analysis to estimate how many new trips the proposed development would generate. This is summarized in Exhibit 5. In short, of the 7,451 total trips the entire proposed development was estimated to generate, 70% of those trips were already projected to be occurring with the current 77,500 s.f. of commercial development. Taken together, the proposed concept plan is not expected to generate more traffic compared to previous plans and development for the PUD site.

Christopher Zull has also provided a memo reviewing the preliminary traffic study in more detail. This memo highlights some items that either require more explanation or further investigation, as well as noting that some of the materials provided to the development team may not have been fully utilized. Mr. Zull has noted that some errors and inconsistencies in data have appeared to be corrected in the most recent data submitted by the applicant. The most recent revisions to the concept plan, namely the new orientation of the access roads, also appears to address many concerns that were raised with earlier concepts. While noting the items listed above, Mr. Zull also agrees with the City that there is enough data present now to approve the concept plan provided the issues noted are fully addressed in the full traffic study and with the Final Plan submission. If any concerns on these or other matters are identified in future studies, they can still be addressed and require correction by the City and Commissions during the Final Plan stage.

Time Period	Jacobsen’s + Ramona Medical Center	2004 PUD	2025 Concept
A.M. Peak	90 Trips	245 Trips	244 Trips
Noon Peak	585 Trips	560 Trips	551 Trips
P.M. Peak	620 Trips	539 Trips	514 Trips
School P.M. Peak	550 Trips	587 Trips	560 Trips
Saturday Peak	665 Trips	384 Trips	672 Trips

Exhibit 4 – Traffic/trip generation historical comparison between currently proposed concept plan and historical uses/plans. Please see section F in the supporting materials for further analysis and discussion.

	Average Daily Trips	A.M. Peak			M.D. Peak			P.M. Peak			Saturday Peak		
		In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
Total Development Trips	7451	154	112	266	282	304	586	288	316	604	378	345	723
Existing Buildings A+B	5233	83	51	134	15	10	25	197	205	402	261	241	502
A+B % of Total Trips	70%	54%	46%	50%	5%	3%	4%	68%	65%	67%	69%	70%	69%
Total NEW Trips	2218	71	61	132	267	294	561	91	111	202	117	104	221

Exhibit 5 – Estimate of projected new trips the entire proposed PUD would generate. Bottom row indicates projects new generated trips when accounting for existing development.

One other item of note on this topic relates to a pedestrian mall or permanent pedestrian plaza in the area of the southern private road as suggested by some City Commissioners. Pedestrian malls are not a new idea; in particular, the 1960-1970s saw a significant development of pedestrian malls in many urban areas. Multiple studies have since been done to analyze their successes and failures. These studies found the vast

majority (almost 90%) of these pedestrian malls were not successful and were returned to vehicular or mixed vehicular/pedestrian use. Of the ones that still remain, they generally had several features in common. Table 7 lists these factors with additional City comments. Considering this research, the City has concerns that this PUD location may not be appropriate for a permanent pedestrian mall or plaza. Instead, the following alternatives could be considered:

- Having a streetscape design that allows for temporary street closures for special events.
- Incorporating “Complete Street” or multi-modal elements to allow vehicles, pedestrians, and non-motorized transportation modes to safely and efficiently move through the development.

Table 7 – Analysis of Positive Pedestrian Mall Factors in Relation to PUD Site

Positive Pedestrian Mall Factor	City Comments
Close Proximity to a Major Regional Attraction, College/University, or Generally High Tourism Activity	The PUD is located in close proximity to Reeds Lake and John Collins Park. However, these may generally be considered seasonal attractions and may not be sufficient to drive year-round demand and support.
Sufficient Density and Commercial Options to Attract Regional Visitors	One consulted study suggested that the proposed residential density could be sufficient to support a pedestrian mall. Others, however, suggest that the development immediately around a pedestrian mall is usually not enough to sustain it. Additionally, the retail mix around a pedestrian mall must be able to attract larger regional populations, such as with larger anchor businesses and uses with staggered operating hours throughout the day. It is not clear how or if the proposed retail space would be able to accommodate this.
Strong Public Transit	The Rapid operates a bus line along Wealthy Street with stops at Regatta Plaza and just east of the existing Chase Bank. More studies would need to be done to determine the impact of existing ridership on the PUD.
Limited Length of Mall (1-4 blocks)	The proposed mixed use corridor in the presented concept appears to fall within this length.
No or Limited Impact To Vehicular Traffic and Parking	Despite the size of the PUD site, there appears to be limited connectivity options with the City’s street grid. Creating a permanent pedestrian mall at the south end of the site would likely force most vehicular traffic to access the site to the north via Lakeside Dr., particularly since that is where the bulk of the vehicular parking would be located. This traffic pattern may also be more confusing to navigate and create more congestion than having a continuous north-south vehicular passageway. The condos/apartments to the east would prevent any new vehicular connections in that direction. While there may be potential for a western connection via the D&W Shopping Plaza, this would require a shared access agreement with the property owner and is not guaranteed.

With regards to noise, smoke, fumes or glare, the City has not identified anything in the concept plan that would cause excessive impacts above and beyond what would be considered normal for a mixed-use development. As noted above, the revised plan creates an appropriate transition pattern of uses which puts like uses near like uses.

F. *The PUD shall not place demands on public services and facilities in excess of current or anticipated future capacity.*

Staff comments: Detailed analysis is not required at the concept plan stage but will be required with the final plan submission. Similar to traffic/pedestrian analysis, if the building heights/layouts are known from the concept review, detailed utility analysis including sanitary sewer, storm sewer, water, etc. can be completed on a more detailed basis. It should be noted for now that previous studies on this topic concluded that the current construction would be able to accommodate denser development than what is currently proposed. Studies that are available demonstrate that the currently proposed concept plan aligns with existing infrastructure capacities. With regards to stormwater, the City does maintain stormwater infrastructure in this vicinity that filters out any debris and contaminants before entering into Reeds Lake.

The proposed PUD amendment has conditions of approval stating that if the concept plan is found to require additional demand for services and infrastructure beyond what is currently present, then changes to the plan will be necessary to eliminate this need. Moreover, the City would not be obligated to pay for any infrastructure improvements solely for the benefit of the PUD.

Review and Requested Action:

Tonight, the City Commission is requested to review and consider these amendments presented tonight. If these materials are deemed to be acceptable, the City Commission may choose to formally introduce these amendments for further consideration. The process for the consideration of these amendments would then be as follows. Dates may be subject to change.

- City Commission Meeting (tonight) – Formal Introduction/First Reading of PUD Ordinance Amendment, Resolution, and Findings of Fact.
- Planning Commission Meeting (September 9, 2025) – Public Hearing for PUD Ordinance Amendment Language only (site plan would be inserted to reflect whatever the outcome is through the Final Review Process); Planning Commission to give recommendation on whether amendment should be approved or not.
- City Commission Meeting (tentatively October 6, 2025) – Final Reading of PUD Ordinance Amendment, Resolution, and Findings of Fact; final vote on whether to approve or not.

A PUD Evaluation worksheet with the standards of review is provided for all City Commissioners to complete and submit to the City after tonight’s meeting. This is being requested to formulate a findings of fact for the concept plan.

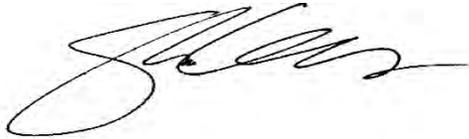
For additional context, agendas and minutes of previous meetings related to this project can be viewed below.

- [Planning Commission Agendas](#)
- [City Commission Agendas](#)
- [EGR YouTube page – Live Streams of City & Planning Commission Meetings](#)

Potential Future Steps:

If a concept plan and PUD Amendment is ultimately approved, the project would then enter the Final Plan Phase(s). The applicant would need to submit a request for Final Plan approval, with more detailed drawings and plans, within two years of the concept plan approval before any new construction can begin. Otherwise, the concept plan approval would automatically be nullified.⁹ All conditions made by the City and Planning Commission would need to be satisfied for the Final Plan to be approved. If developed in phases, each phase would undergo the same Final Plan review process.

REVIEWED & APPROVED FOR SUBMISSION:



Shea Charles, City Manager

⁹ See [Section 5.47E](#) of the zoning ordinance. The City Commission may also approve a deadline extension of up to one year for good cause if requested by the applicant.

Updated Red-lined and Clean Versions of the Ordinance Amendment

**AN ORDINANCE TO AMEND THE
JADE PIG VENTURES PLANNED UNIT DEVELOPMENT**

THE CITY OF EAST GRAND RAPIDS ORDAINS:

Section 1. The Zoning Ordinance of the City of East Grand Rapids was amended by approval of the Jade Pig Ventures Planned Unit Development on October 18, 2004, which had an effective date of February 22, 2005 and was subsequently amended on February 15, 2008 (collectively the "Original Ordinance"). This Amendment does not change the zoning classification of the subject property but does contain changes to the previously approved concept plan and updates to align with the current terminology and other changes that have occurred since the Original Ordinance was enacted. This Amendment was adopted by the City of East Grand Rapids pursuant to the adoption Resolution of the City Commission on _____, 2025 that also approved the new Concept Plan (the "Adopting Resolution"). This Adopting Resolution is incorporated into this Amendment.

(a) Subsection 3(h) of the Original Ordinance is deleted since this issue will be addressed in the PUD agreement.

(b) Subsection 3(k) of the Original Ordinance is amended to refer to the preliminary PUD site plan as the concept plan.

(c) Subsection 3(p) of the Original Ordinance is deleted and amended in its entirety to read as follows:

(p) The Developer may construct up to ~~9~~ 8 "Buildings" as shown on the concept plan. These buildings will contain a mix of residential uses, retail uses, and commercial uses, though some buildings may contain just one use. The maximum height of each building shall be as follows:

- i. Building A — already constructed
- ii. Building B — already constructed
- iii. Building C — four stories at 57' – 0"
- iv. Building D — five stories at 70' – 0"
- v. Building E — ~~five stories at 70' – 0"~~ Building E has been eliminated and is no longer shown in the concept plan.
- vi. Building F — four stories at 57' – 0"
- vii. Building G — three stories at 40' – 0"
- viii. Building H — three stories at 40' – 0"

(d) Section 6 of the Original Ordinance is deleted and amended in its entirety to read as follows:

Section 6. PUD Expiration.

(a) Approval of the PUD concept plan by the city commission shall confer upon the applicant the right to proceed through the subsequent final ~~planning phase for a period not to exceed~~ PUD plan approval phase. The final PUD site plan approval with respect to future buildings shall be applied for and considered

on a phase by phase basis but shall not consist of more than three phases; provided however, if the parking structure is submitted for final approval independent of other Buildings, then the parking structure shall not be considered a phase. The applicant shall submit an application for final PUD site plan approval for the first phase prior to the expiration of two years from the Effective Date of approval this Amendment. The city commission may for good cause approve one extension of up to one year, if requested by the applicant prior to the expiration of the original concept plan approval. If application for final PUD site plan approval for the first phase of the PUD is not requested within this time period, the PUD concept plan shall automatically become null and void and all rights thereunder shall terminate. However, the PUD zoning shall remain in place unless a change is initiated by the City Commission.

(b) Construction shall commence on ~~the project~~ a phase that has received final PUD site plan approval within one year of the final PUD site plan approval of such phase(s) unless an extension of up to no more than one year is granted in accordance with Section 5.51 of the Zoning Ordinance

(c) ~~If the development is proposed to be completed in more than one phase, a~~ A final PUD site plan application for each subsequent phase (other than the first phase which is addressed in (a)) shall be submitted no later than three years from the date construction commences within the prior phase or, if construction has not commenced on the prior phase, then three years from the date of formal the final PUD site plan approval of the prior phase if construction has not commenced. Failure to submit a final PUD site plan application for a subsequent phase or commence construction ~~for of~~ such phase within the required time frames (or extension specified in Section 5.51) shall nullify the concept plan as to future phases but shall have no impact on ~~previously constructed phases~~ Buildings or phases that have previously received final PUD site plan approval or Buildings or phases that are under construction.

Section 2. Effective Date. This Amendment shall become effective upon receipt by the City of the Developer's written acceptance of approval of the PUD concept plan which must be received within 45 days of City approval. In the event of a conflict or inconsistency between this Amendment and/or the Adopting Resolution and the Original Ordinance, the terms and conditions of this Amendment and/or the Adopting Resolution shall govern and control.

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

NOTICE OF ADOPTION OF AMENDMENT BY THE CITY OF EAST GRAND RAPIDS:

The purpose of this Amendment is to update the concept plan for the property located between Wealthy Street and Lakeside Drive in the City of East Grand Rapids. This Planned Unit Development allows a combination of commercial and retail uses, offices, residential condominiums, apartments, and townhouses with associated parking, and open space. The Amendment approves a revised concept plan for location of structures on the property and deals with the development and use of these structures including access and parking. Copies of the Amendment and copies of the approved concept plan and the resolution to approve amendment are available at the office of the City Clerk, 750 Lakeside Drive S.E., East Grand Rapids, Michigan during normal business hours.

City of East Grand Rapids

By _____
Lori Parmenter
City Clerk

27806701.1

**AN ORDINANCE TO AMEND THE
JADE PIG VENTURES PLANNED UNIT DEVELOPMENT**

THE CITY OF EAST GRAND RAPIDS ORDAINS:

Section 1. The Zoning Ordinance of the City of East Grand Rapids was amended by approval of the Jade Pig Ventures Planned Unit Development on October 18, 2004, which had an effective date of February 22, 2005 and was subsequently amended on February 15, 2008 (collectively the "Original Ordinance"). This Amendment does not change the zoning classification of the subject property but does contain changes to the previously approved concept plan and updates to align with the current terminology and other changes that have occurred since the Original Ordinance was enacted. This Amendment was adopted by the City of East Grand Rapids pursuant to the adoption Resolution of the City Commission on _____, 2025 that also approved the new Concept Plan (the "Adopting Resolution"). This Adopting Resolution is incorporated into this Amendment.

(a) Subsection 3(h) of the Original Ordinance is deleted since this issue will be addressed in the PUD agreement.

(b) Subsection 3(k) of the Original Ordinance is amended to refer to the preliminary PUD site plan as the concept plan.

(c) Subsection 3(p) of the Original Ordinance is deleted and amended in its entirety to read as follows:

(p) The Developer may construct up to 8 "Buildings" as shown on the concept plan. These buildings will contain a mix of residential uses, retail uses, and commercial uses, though some buildings may contain just one use. The maximum height of each building shall be as follows:

- i. Building A — already constructed
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(d) Section 6 of the Original Ordinance is deleted and amended in its entirety to read as follows:

Section 6. PUD Expiration.

(a) Approval of the PUD concept plan by the city commission shall confer upon the applicant the right to proceed through the subsequent final PUD

plan approval phase. The final PUD site plan approval with respect to future buildings shall be applied for and considered on a phase by phase basis but shall not consist of more than three phases; provided however, if the parking structure is submitted for final approval independent of other Buildings, then the parking structure shall not be considered a phase. The applicant shall submit an application for final PUD site plan approval for the first phase prior to the expiration of two years from the Effective Date of this Amendment. The city commission may for good cause approve one extension of up to one year if requested by the applicant prior to the expiration of the original concept plan approval. If application for final PUD site plan approval for the first phase of the PUD is not requested within this time period, the PUD concept plan shall automatically become null and void and all rights thereunder shall terminate. However, the PUD zoning shall remain in place unless a change is initiated by the City Commission.

(b) Construction shall commence on a phase that has received final PUD site plan approval within one year of the final PUD site plan approval of such phase(s) unless an extension of up to no more than one year is granted in accordance with Section 5.51 of the Zoning Ordinance.

(c) A final PUD site plan application for each phase (other than the first phase which is addressed in (a)) shall be submitted no later than three years from the date construction commences within the prior phase or, if construction has not commenced on the prior phase, then three years from the date of the final PUD site plan approval of the prior phase. Failure to submit a final PUD site plan application for a subsequent phase or commence construction of such phase within the required time frames (or extension specified in Section 5.51) shall nullify the concept plan as to future phases but shall have no impact on Buildings or phases that have previously received final PUD site plan approval or Buildings or phases that are under construction.

Section 2. Effective Date. This Amendment shall become effective upon receipt by the City of the Developer's written acceptance of approval of the PUD concept plan which must be received within 45 days of City approval. In the event of a conflict or inconsistency between this Amendment and/or the Adopting Resolution and the Original Ordinance, the terms and conditions of this Amendment and/or the Adopting Resolution shall govern and control.

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NOTICE OF ADOPTION OF AMENDMENT BY THE CITY OF EAST GRAND RAPIDS:

The purpose of this Amendment is to update the concept plan for the property located between Wealthy Street and Lakeside Drive in the City of East Grand Rapids. This Planned Unit Development allows a combination of commercial and retail uses, offices, residential condominiums, apartments, and townhouses with associated parking, and open space. The Amendment approves a revised concept plan for location of structures on the property and deals with the development and use of these structures including access and parking. Copies of the Amendment and copies of the approved concept plan and the resolution to approve amendment are available at the office of the City Clerk, 750 Lakeside Drive S.E., East Grand Rapids, Michigan during normal business hours.

City of East Grand Rapids

By _____
Lori Parmenter
City Clerk

27791903.1

Updated Red-lined and Clean Versions of the Resolution

**RESOLUTION TO APPROVE AN UPDATED CONCEPT PLAN TO
JADE PIG VENTURES PLANNED UNIT DEVELOPMENT
AND TO EXPLAIN IMPACT OF THE APPROVED CONCEPT PLAN ON THE
ORIGINAL ORDINANCE**

The purpose of this Resolution is to approve an updated concept plan to the Jade Pig Ventures Planned Unit Development and to explain how the approved plan will interact with the terms of the Original Ordinance. A separate ordinance amendment is being approved to make minor changes to the Original Ordinance.

Whereas Gaslight Investors, L.L.C. has submitted as revised concept plan for the Jade Pig Ventures Planned Unit Development; and

Whereas numerous meetings and hearings have been held by the City Planning Commission and the City Commission;

Now therefore be it resolved by the City Commission of the City of East Grand Rapids that the Concept Plan dated _____ , 2025 is hereby approved as provided below.

The Zoning Ordinance of the City of East Grand Rapids was amended by approval of the Jade Pig Ventures Planned Unit Development on October 18, 2004, which had an effective date of February 22, 2005 and was subsequently amended on February 15, 2008 (collectively the "Original Ordinance"). Jade Pig Ventures' interest in the real property which is covered by the Original Ordinance has been sold to a new entity, Gaslight Investors, L.L.C. Gaslight Investors, L.L.C. filed materials with the City of East Grand Rapids seeking certain modifications to the previously approved preliminary PUD plan. The City's Zoning Ordinance was completely restated by the adoption of a new Chapter 50 of the City Code containing the zoning code, which became effective on November 29, 2013. This new Zoning Ordinance changed the numbering of all sections dealing with Planned Unit Developments. The current provisions relating to Planned Unit Developments are found in Article VI, Sections 5.41 - 5.52. Except as noted, references will now be made to the new ordinance sections of the City Code. While the PUD provisions remain substantially similar to the previous provisions, there have been some wording changes which impact the Gaslight Investors, L.L.C. PUD. For example, the plan adopted in the original approval of the Jade Pig PUD was referred to as the "preliminary plan" and the previously approved preliminary plan is now referred to as the "concept plan". In the event of a conflict or inconsistency between the terms of this document and the Original Ordinance, (including conflicts or inconsistencies between the approved conceptual plan and any previously approved preliminary or final plan governing the subject property), then the terms of this document (including the approved conceptual plan), shall govern and control.

1. Section 1 of the Original Ordinance is changed as follows:

The reference to Section 5.190 of the City Code in Section 1 now refers to Section 5.20. The date of the eight-page site plan is corrected to be September 7, 2004. All references to Jade Pig Ventures should now refer to Gaslight Investors, L.L.C.. All other provisions of Section 1 are accurate and are not modified.

2. Section 3 of the Original Ordinance is changed as follows:

Subsection 3(a) is updated to indicate that the preliminary site plan approved by the city commission, dated September 7, 2004, is now referred to as the concept plan. The concept plan is being updated by this document. Part of the area has already been constructed pursuant to the original plan. The final PUD site plan for the ~~remainder~~remaining phases of the project will be consistent with the concepts illustrated in the approved concept plan. Compliance with the approved final PUD site plan standards for each phase shall be a prerequisite to final approval of such phase for construction under the building permit to be issued by the City for the development and occupancy of new construction on the site.

Subsection 3(b) of the Original Ordinance remains substantially the same and is retained; provided however, the ~~developer anticipates that the~~ proposed project will be completed in phases. The phases will be submitted for final PUD site plan approval on a phase by phase basis in accordance with the process required by the amendment to the ordinance. A PUD agreement will be entered, and the boundaries of the phases ~~and the phasing plan will be identified and considered for approval in final site plan review and the PUD agreement will be established, at the time that first phase of the project receives final PUD site plan approval. The PUD Agreement will be amended, or new PUD Agreements will be entered, at the time subsequent phases receive final PUD site plan approval.~~ Section ~~61(ed)~~ of the amended PUD Ordinance ~~authorizes building in phases; amends Section 6 of the Original Ordinance to authorize up to three additional phases; provided however if the parking structure is established independent of other Buildings, then the parking structure shall not be considered a phase.~~

Subsection 3(c) of the Original Ordinance refers to items that were agreed upon in 2004. Any requirements of the nature of those previously contained in Section 3(c) that are relevant to the amended concept plan will be addressed ~~in a~~ at the time the final PUD ~~agreement that is part of final site plan approval, and PUD agreement, for a phase are approved.~~

Subsection 3(d) is changed to acknowledge that the commercial/retail buildings adjacent to Wealthy Street have been constructed and that the remainder of the proposed project is ~~anticipated~~ to be constructed in ~~several phases. The boundaries of the phases and the phasing plan will be identified and considered in connection with final site plan review and the PUD agreement.~~phases.

Subsection 3(f) is changed to acknowledge that the requirements of Section 3(f) were satisfied with respect to the portion of the PUD constructed in the initial phase

of the project. The requirements of Section 3(f) are not relevant with respect to the future phases of the project; provided however, new specifications for streets, streetscape, lighting, and other details will be established in the final PUD site plan approval and in the PUD agreement for each phase.

Subsection 3(i) applies to a drive-thru window which has already been constructed in the initial phase.

Subsection 3(j) is changed as the previously existing parking structure has been removed. A new parking structure is included in the approved concept plan and any conditions or restrictions on that structure will be addressed in final PUD site plan approval and ~~the PUD agreement.~~ Agreement for the phase in which the parking structure is constructed or, if the parking structure is constructed independent of other Buildings and is not considered a phase, then at the time the parking structure is submitted for final PUD site plan approval.

Subsection 3(l) is changed to provide that the developer is to provide pedestrian access through the property in general locations identified for pedestrian access in the approved concept plan.

Subsection 3(m) is no longer relevant.

Subsection 3(n) is changed as follows:

(n) The Buildings located on the subject property shall be maintained to their as-built standards, reasonable wear and tear excepted. The Buildings are identified in subsection (p) below ~~and shall be addressed in the PUD agreement and illustrated in the final site plan.~~

Subsection 3(o) is changed as follows:

(o) The parking requirements and the number of spaces shall be mutually agreed upon by Gaslight Investors, L.L.C. and the City Commission as part of the final PUD site plan and PUD agreement for each phase. The agreement of the parties shall take into consideration any parking studies performed in conjunction with the final PUD site plan. ~~In the event the project is built in phases, each for a phase. Each~~ phase will provide sufficient parking as agreed upon by the City and Gaslight Investors. Upon the approval of each phase, the parking constructed will be sufficient to provide parking for all completed phases.

Subsection 3(q) is updated as follows:

(q) The Buildings identified as A and B in the approved concept plan have been established and are in the commercial area of the PUD along Wealthy Street. In the event that any or all of Buildings C and D are constructed, they may be used for any use that is allowed in the C-1 zoning district as set forth in Table 5.36 of the Zoning Ordinance. Building E has been eliminated and is no longer shown in the concept plan, as a result additional size has been added to Building C. In the event that any or all of the Buildings F, G and H are

constructed, they shall be used for residential uses as identified in the approved concept plan. ~~In the event Building E is constructed, it may be used for any use that is allowed in the C-1 zoning district and for any or all residential uses on all levels as identified in the approved concept plan.~~

3. Section 4 of the Original Ordinance is updated as follows:

Section 4. Enforcement.

(a) The City may enforce the provisions of this Resolution, the continuing provisions of the Original Ordinance and applicable provisions of the Zoning Ordinance, Building Code, and other ordinances, laws and regulation to the extent and in any manner provided by law.

(b) All conditions contained in this Resolution shall be binding upon the Developer as well as its successors, tenants, and assigns.

4. Section 5 of the Original Ordinance is updated as follows:

Section 5. Findings. In 2004, the Planning Commission determined that the proposed project met the required standards contained in the City Code for site plan review and for planned unit development approval. While some details of the approved concept plan vary from the 2004 plan, the overall uses, scale, and relationships are in keeping with the previously approved concept. Therefore, the current Planning Commission and City Commission have determined that the revisions proposed to the development as illustrated in the approved concept plan dated _____ (attachment A) and described in the applicant's submittal (attachment B) meet the following Zoning Ordinance standards:

(a) All attached conditions and applicable provisions of Article VI ~~Planned Unit Development~~ of the Zoning Ordinance (Planned Unit Development) are met to the satisfaction of the City Commission;

(b) The proposed PUD meets the intent of Article VI, as outlined in Section 5.41, through each of the following:

1. Providing for a mix of compatible uses and residential types,
2. Creating an innovative development in terms of variety, design, layout, and types of structures,
3. Facilitating a more efficient use of land and economic arrangement of buildings and uses,

4. Minimizing traffic impacts while accommodating safe and efficient pedestrian and bicycle access and circulation, and

5. Using the land where site conditions make development under conventional zoning difficult or less desirable.

(c) The qualifying conditions in § 5.42 are met, as follows:

1. The proposed development is under unified control.

2. The proposed development provides public benefits in several ways, including:
~~a. a.~~ Creating a mixed-use project combining residential and nonresidential uses and a variety of housing types,

~~b. b.~~ High quality design beyond the minimum ordinance requirements,

~~c. Providing open space, plazas, and features,~~

~~d. c.~~ Efficiently consolidating irregularly shaped properties,

~~e. d.~~ Effectively transitioning from higher to lower density

3. Uses along the perimeter of the property will be compatible with the use of adjacent property through screening, landscaping, and separation distances, as well as ensuring that all uses abut nonresidential structures on adjacent property,

4. The development will be served by public water and sanitary sewer,

5. The proposed PUD is consistent with the City's 2018 Master Plan which advocates for diverse housing opportunities for new families, aging-in-place, and young professionals and adapting to changing retail and residential needs while retaining the City's character and walkability. The Plan also recognizes the proposed mixed-use development of the subject property as desirable.

(d) The standards of approval in § 5.49 are met, as follows:

1. The proposed PUD complies with the intent and all qualifying conditions of §§ 5.41 and 5.42 of Article VI, respectively, as stated in (b) and (c) above;

2. The uses conducted within the proposed PUD, the PUD's impact on the community and other aspects of the PUD are consistent with the City's Master Plan, as stated in (c)5 above;

3. The proposed PUD shall be designed, constructed, operated and maintained in a manner harmonious with the character of adjacent property, the surrounding uses of land, the natural environment and the capacity of public services and facilities affected by the development. Design, construction, and operation will be determined as part of the final site plan review and PUD agreement [for each phase](#). However, the approved concept plan does illustrate sensitivity to the adjacent and surrounding uses, the natural environment, and the capacity of public services and facilities through the uses proposed, the arrangement of those uses, the accommodations for both vehicular and non-motorized circulation, the availability of public spaces, and the utilization of public services within their capacity;

4. The PUD shall not change the essential character of the surrounding area. The proposed development is consistent with the range of uses in the surrounding area, including commercial, office, high density residential, mixed-use neighborhoods, and open spaces;

5. The PUD shall not be hazardous to adjacent property or involve uses, activities, materials or equipment which will be detrimental to the health, safety or welfare of persons or property through the excessive production of traffic, noise, smoke, fumes or glare. No hazardous uses or activities are proposed and the site is designed to mitigate traffic impacts and separate vehicular traffic from pedestrians and bicycles; and

6. The PUD shall not place demands on public services and facilities in excess of current or anticipated future capacity. All public services are available and capable of fully serving the proposed development.

(e) The commission determined that the height of the buildings for the PUD may exceed the normally prescribed height limitations because such increased height allows for desirable **public** spaces and plazas, more vibrant streetscaping and activity, extensive provisions for pedestrians and non-motorized traffic, high quality architectural design, and innovative mixed-use development to complement the current gaslight village district and support the goals of the City Master Plan. Such usage and design amenities would not be achievable under a more conventional development or under the current Zoning Ordinance requirements.

On November 12, 2024 the East Grand Rapid planning commission recommended approval of the concept plan with the following conditions:

1. A comprehensive traffic, pedestrian, bicycle and mobility study to address to the City's satisfaction vehicle, bicycle, and foot traffic for the site during the high traffic season.

2. Physical traffic (vehicle) counts at active times.
3. A review of the traffic study by city staff to verify its accuracy.
4. An analysis of delivery truck accessibility.
5. An analysis of full utility capacity for stormwater management pursuant to Chapter 28 of the city code, with a priority for natural based solutions.
6. An impact assessment for sanitary sewer, storm sewer, and water system utilities that is acceptable to the city.
7. A "shade study" to evaluate the effects of building massing on neighboring properties (note that this was requested when the proposed building height was 94 feet).
8. An environmental assessment satisfactory to the city for proposed and historical uses.
9. A fiscal impact study demonstrating financial feasibility for the development and Gaslight Village as a whole.
10. Parking analysis with a balanced solution.

Because of the nature of most of these studies, they need to be completed and reviewed based on the parameters imposed by an approved concept plan. Upon approval of the concept plan, the applicant can confidently proceed with the studies using actual specifications rather than numbers subject to change before a concept plan is actually approved (e.g., residential units, density, height, square footage). Language will need to be included in the final site plan documents and/or the PUD agreement to confirm that each of these conditions were met to the City's satisfaction, including the contents of all studies, and modifications were made to the final plan, if needed, based on the applicable study results.

The East Grand Rapids City Commission hereby makes the following modifications to some of the conditions submitted by the planning commission as well as adding some additional conditions.

Condition number one suggested by the planning commission shall be restated to read as follows: A comprehensive traffic, pedestrian, bicycle, and mobility study to evaluate the extent of and potential conflicts between vehicle, bicycle, and foot traffic for the site during the high traffic season and to suggest solutions to the city. Such solutions shall take into consideration traffic issues and determine the division of cost-sharing for all required infrastructure updates. This study shall include intersections outside the immediate PUD area including Lakeside and Robinson, Lake Drive and Breton, Lake Drive and Bagley/San Lu Rae, Wealthy and Lakeside, and Wealthy and Lovett. Traffic and mobility issues shall be addressed to the satisfaction of the City traffic engineer [and the City Commission](#).

Condition number three suggested by the planning commission shall be restated to read as follows: A review of the traffic study by city staff or a city chosen third-party consultant to verify its accuracy.

Condition number six suggested by the planning commission shall be restated to read as follows: An impact assessment for sanitary sewer, storm water, and water system utilities, including the impact of runoff from surface parking lots. Any necessary mitigation shown by such studies shall be taken into consideration. Priority shall be given to natural based solutions in accordance with applicable laws and regulations.

In light of the reduced height of the tallest building contained in the concept plan by over twenty feet, planning commission condition number seven regarding a shade study is unnecessary [and is removed as a condition](#).

Condition number eight suggested by the planning commission shall be restated to read as follows: An environmental assessment satisfactory to the city for proposed uses. Any necessary mitigation shall be taken into consideration.

Condition number nine suggested by the planning commission shall be restated to read as follows: A fiscal impact study demonstrating financial feasibility for the development.

Condition number ten suggested by the planning commission shall be restated to read as follows: A parking analysis with possible shared solutions [including but not limited to, parking solutions peripheral to the development](#). These parking solutions shall be subject to the provisions of section 3(o).

In addition to these modifications of the planning commission conditions, the city commission adds the following additional conditions:

1. Any private streets and sidewalks constructed by the developer shall be built to standards approved by the City. The private streets shall be maintained to City standards, including snow removal on streets/sidewalks. Obstructions that may be allowed on any sidewalk shall be in accordance with existing City ordinances, regulations, and policies.
2. The upper floors of buildings in excess of three stories shall be stepped back from the lower floors.
3. Developer/Owner must apply for the closure of private streets so as to limit the impact upon vehicular traffic. Private street closures and temporary blockage shall be permitted in accordance with City ordinances, regulations, and policies. [In addition, when reasonably requested by the city, the developer shall agree to close private streets on a temporary basis subject to tenants and property owners having continued access to their respective properties. The PUD agreement shall contain provisions detailing the rights of the city, the developer, tenants, and property owners.](#)
4. The City is not obligated to fund any improvements to streets or utilities necessitated by increased demand resulting from the development. This

condition does not preclude the City from voluntarily funding any improvements.

5. During the final PUD site plan review stage for a phase, if street or utility improvements are determined to be needed, as specified in condition 4, and are not appropriately funded by the developer and/or the City, the final plan must be amended to eliminate the need for such improvements or amended to a level at which the improvements can be funded. If improvements are not funded or eliminated, final plan approval for the phase will not be granted. This condition does not preclude the City from voluntarily funding any improvements.
6. Development of the project in phases may require updates to studies related to parking, utilities, and traffic. Such updates may be required at each phase at the discretion of the City.
7. Traffic circulation within the PUD area shall be addressed to the satisfaction of the City traffic engineer and the City Commission.
8. ~~The locations of Building E and the open space around that Building, as shown on the concept plan, shall be adjusted to a mutually agreed upon location within this area in the final PUD site plan and PUD agreement for the phase in which Building E is located. This agreement should make the open space a more prominent site feature and improve vehicular circulation through the site.~~

The Planning Commission may recommend and the City Commission may require that the final PUD plan and/or the PUD agreement for a phase shall include such modifications or improvements recommended by the relevant studies and such other requirements related to the standards of approval.

Unless otherwise set forth above, all conditions listed above must be met in the phase in which the condition is located or applies and shall be confirmed at the time such phase receives final PUD site plan approval and when the PUD Agreement for such phase is executed.

**RESOLUTION TO APPROVE AN UPDATED CONCEPT PLAN TO
JADE PIG VENTURES PLANNED UNIT DEVELOPMENT
AND TO EXPLAIN IMPACT OF THE APPROVED CONCEPT PLAN ON THE
ORIGINAL ORDINANCE**

The purpose of this Resolution is to approve an updated concept plan to the Jade Pig Ventures Planned Unit Development and to explain how the approved plan will interact with the terms of the Original Ordinance. A separate ordinance amendment is being approved to make minor changes to the Original Ordinance.

Whereas Gaslight Investors, L.L.C. has submitted as revised concept plan for the Jade Pig Ventures Planned Unit Development; and

Whereas numerous meetings and hearings have been held by the City Planning Commission and the City Commission;

Now therefore be it resolved by the City Commission of the City of East Grand Rapids that the Concept Plan dated _____, 2025 is hereby approved as provided below.

The Zoning Ordinance of the City of East Grand Rapids was amended by approval of the Jade Pig Ventures Planned Unit Development on October 18, 2004, which had an effective date of February 22, 2005 and was subsequently amended on February 15, 2008 (collectively the "Original Ordinance"). Jade Pig Ventures' interest in the real property which is covered by the Original Ordinance has been sold to a new entity, Gaslight Investors, L.L.C. Gaslight Investors, L.L.C. filed materials with the City of East Grand Rapids seeking certain modifications to the previously approved preliminary PUD plan. The City's Zoning Ordinance was completely restated by the adoption of a new Chapter 50 of the City Code containing the zoning code, which became effective on November 29, 2013. This new Zoning Ordinance changed the numbering of all sections dealing with Planned Unit Developments. The current provisions relating to Planned Unit Developments are found in Article VI, Sections 5.41 – 5.52. Except as noted, references will now be made to the new ordinance sections of the City Code. While the PUD provisions remain substantially similar to the previous provisions, there have been some wording changes which impact the Gaslight Investors, L.L.C. PUD. For example, the plan adopted in the original approval of the Jade Pig PUD was referred to as the "preliminary plan" and the previously approved preliminary plan is now referred to as the "concept plan". In the event of a conflict or inconsistency between the terms of this document and the Original Ordinance, (including conflicts or inconsistencies between the approved conceptual plan and any previously approved preliminary or final plan governing the subject property), then the terms of this document (including the approved conceptual plan), shall govern and control.

1. Section 1 of the Original Ordinance is changed as follows:

The reference to Section 5.190 of the City Code in Section 1 now refers to Section 5.20. The date of the eight-page site plan is corrected to be September 7, 2004. All references to Jade Pig Ventures should now refer to Gaslight Investors, L.L.C.. All other provisions of Section 1 are accurate and are not modified.

2. Section 3 of the Original Ordinance is changed as follows:

Subsection 3(a) is updated to indicate that the preliminary site plan approved by the city commission, dated September 7, 2004, is now referred to as the concept plan. The concept plan is being updated by this document. Part of the area has already been constructed pursuant to the original plan. The final PUD site plan for the remaining phases of the project will be consistent with the concepts illustrated in the approved concept plan. Compliance with the approved final PUD site plan standards for each phase shall be a prerequisite to final approval of such phase for construction under the building permit to be issued by the City for the development and occupancy of new construction on the site.

Subsection 3(b) of the Original Ordinance remains substantially the same and is retained; provided however, the proposed project will be completed in phases. The phases will be submitted for final PUD site plan approval on a phase by phase basis in accordance with the process required by the amendment to the ordinance. A PUD agreement will be entered, and the boundaries of the phases will be established, at the time that first phase of the project receives final PUD site plan approval. The PUD Agreement will be amended, or new PUD Agreements will be entered, at the time subsequent phases receive final PUD site plan approval. Section 1(d) of the amended PUD Ordinance amends Section 6 of the Original Ordinance to authorize up to three additional phases; provided however if the parking structure is established independent of other Buildings, then the parking structure shall not be considered a phase.

Subsection 3(c) of the Original Ordinance refers to items that were agreed upon in 2004. Any requirements of the nature of those previously contained in Section 3(c) that are relevant to the amended concept plan will be addressed at the time the final PUD site plan, and PUD agreement, for a phase are approved.

Subsection 3(d) is changed to acknowledge that the commercial/retail buildings adjacent to Wealthy Street have been constructed and that the remainder of the proposed project is to be constructed in phases.

Subsection 3(f) is changed to acknowledge that the requirements of Section 3(f) were satisfied with respect to the portion of the PUD constructed in the initial phase of the project. The requirements of Section 3(f) are not relevant with respect to the future phases of the project; provided however, new specifications for streets, streetscape, lighting, and other details will be established in the final PUD site plan approval and in the PUD agreement for each phase.

Subsection 3(i) applies to a drive-thru window which has already been constructed in the initial phase.

Subsection 3(j) is changed as the previously existing parking structure has been removed. A new parking structure is included in the approved concept plan and any conditions or restrictions on that structure will be addressed in final PUD site plan approval and PUD Agreement for the phase in which the parking structure is constructed or, if the parking structure is constructed independent of other Buildings and is not considered a phase, then at the time the parking structure is submitted for final PUD site plan approval.

Subsection 3(l) is changed to provide that the developer is to provide pedestrian access through the property in general locations identified for pedestrian access in the approved concept plan.

Subsection 3(m) is no longer relevant.

Subsection 3(n) is changed as follows:

(n) The Buildings located on the subject property shall be maintained to their as-built standards, reasonable wear and tear excepted. The Buildings are identified in subsection (p) below.

Subsection 3(o) is changed as follows:

(o) The parking requirements and the number of spaces shall be mutually agreed upon by Gaslight Investors, L.L.C. and the City Commission as part of the final PUD site plan and PUD agreement for each phase. The agreement of the parties shall take into consideration any parking studies performed in conjunction with the final PUD site plan for a phase. Each phase will provide sufficient parking as agreed upon by the City and Gaslight Investors. Upon the approval of each phase, the parking constructed will be sufficient to provide parking for all completed phases.

Subsection 3(q) is updated as follows:

(q) The Buildings identified as A and B in the approved concept plan have been established and are in the commercial area of the PUD along Wealthy Street. In the event that any or all of Buildings C and D are constructed, they may be used for any use that is allowed in the C-1 zoning district as set forth in Table 5.36 of the Zoning Ordinance. Building E has been eliminated and is no longer shown in the concept plan, as a result additional size has been added to Building C. In the event that any or all of the Buildings F, G and H are constructed, they shall be used for residential uses as identified in the approved concept plan.

3. Section 4 of the Original Ordinance is updated as follows:

Section 4. Enforcement.

(a) The City may enforce the provisions of this Resolution, the continuing provisions of the Original Ordinance and applicable provisions of the Zoning Ordinance, Building Code, and other ordinances, laws and regulation to the extent and in any manner provided by law.

(b) All conditions contained in this Resolution shall be binding upon the Developer as well as its successors, tenants, and assigns.

4. Section 5 of the Original Ordinance is updated as follows:

Section 5. Findings. In 2004, the Planning Commission determined that the proposed project met the required standards contained in the City Code for site plan review and for planned unit development approval. While some details of the approved concept plan vary from the 2004 plan, the overall uses, scale, and relationships are in keeping with the previously approved concept. Therefore, the current Planning Commission and City Commission have determined that the revisions proposed to the development as illustrated in the approved concept plan dated _____ (attachment A) and described in the applicant's submittal (attachment B) meet the following Zoning Ordinance standards:

(a) All attached conditions and applicable provisions of Article VI of the Zoning Ordinance (Planned Unit Development) are met to the satisfaction of the City Commission;

(b) The proposed PUD meets the intent of Article VI, as outlined in Section 5.41, through each of the following:

1. Providing for a mix of compatible uses and residential types,
2. Creating an innovative development in terms of variety, design, layout, and types of structures,
3. Facilitating a more efficient use of land and economic arrangement of buildings and uses,
4. Minimizing traffic impacts while accommodating safe and efficient pedestrian and bicycle access and circulation, and
5. Using the land where site conditions make development under conventional zoning difficult or less desirable.

(c) The qualifying conditions in § 5.42 are met, as follows:

1. The proposed development is under unified control.
2. The proposed development provides public benefits in several ways, including:
 - a. Creating a mixed-use project combining residential and nonresidential uses and a variety of housing types,
 - b. High quality design beyond the minimum ordinance requirements,
 - c. Efficiently consolidating irregularly shaped properties,
 - d. Effectively transitioning from higher to lower density uses.
3. Uses along the perimeter of the property will be compatible with the use of adjacent property through screening, landscaping, and separation distances, as well as ensuring that all uses abut nonresidential structures on adjacent property,
4. The development will be served by public water and sanitary sewer,
5. The proposed PUD is consistent with the City's 2018 Master Plan which advocates for diverse housing opportunities for new families, aging-in-place, and young professionals and adapting to changing retail and residential needs while retaining the City's character and walkability. The Plan also recognizes the proposed mixed-use development of the subject property as desirable.

(d) The standards of approval in § 5.49 are met, as follows:

1. The proposed PUD complies with the intent and all qualifying conditions of §§ 5.41 and 5.42 of Article VI, respectively, as stated in (b) and (c) above;
2. The uses conducted within the proposed PUD, the PUD's impact on the community and other aspects of the PUD are consistent with the City's Master Plan, as stated in (c)5 above;
3. The proposed PUD shall be designed, constructed, operated and maintained in a manner harmonious with the character of adjacent property, the surrounding uses of land, the natural environment and the capacity of public services and facilities affected by the development. Design, construction, and operation will be determined as part of the final site plan review and PUD agreement for each phase. However, the approved concept plan does illustrate sensitivity to the adjacent and

surrounding uses, the natural environment, and the capacity of public services and facilities through the uses proposed, the arrangement of those uses, the accommodations for both vehicular and non-motorized circulation, the availability of public spaces, and the utilization of public services within their capacity;

4. The PUD shall not change the essential character of the surrounding area. The proposed development is consistent with the range of uses in the surrounding area, including commercial, office, high density residential, mixed-use neighborhoods, and open spaces;

5. The PUD shall not be hazardous to adjacent property or involve uses, activities, materials or equipment which will be detrimental to the health, safety or welfare of persons or property through the excessive production of traffic, noise, smoke, fumes or glare. No hazardous uses or activities are proposed and the site is designed to mitigate traffic impacts and separate vehicular traffic from pedestrians and bicycles; and

6. The PUD shall not place demands on public services and facilities in excess of current or anticipated future capacity. All public services are available and capable of fully serving the proposed development.

(e) The commission determined that the height of the buildings for the PUD may exceed the normally prescribed height limitations because such increased height allows for desirable spaces and plazas, more vibrant streetscaping and activity, extensive provisions for pedestrians and non-motorized traffic, high quality architectural design, and innovative mixed-use development to complement the current gaslight village district and support the goals of the City Master Plan. Such usage and design amenities would not be achievable under a more conventional development or under the current Zoning Ordinance requirements.

On November 12, 2024 the East Grand Rapids planning commission recommended approval of the concept plan with the following conditions:

1. A comprehensive traffic, pedestrian, bicycle and mobility study to address to the City's satisfaction vehicle, bicycle, and foot traffic for the site during the high traffic season.
2. Physical traffic (vehicle) counts at active times.
3. A review of the traffic study by city staff to verify its accuracy.
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5. An analysis of full utility capacity for stormwater management pursuant to Chapter 28 of the city code, with a priority for natural based solutions.
6. An impact assessment for sanitary sewer, storm sewer, and water system utilities that is acceptable to the city.
7. A “shade study” to evaluate the effects of building massing on neighboring properties (note that this was requested when the proposed building height was 94 feet).
8. An environmental assessment satisfactory to the city for proposed and historical uses.
9. A fiscal impact study demonstrating financial feasibility for the development and Gaslight Village as a whole.
10. Parking analysis with a balanced solution.

Because of the nature of most of these studies, they need to be completed and reviewed based on the parameters imposed by an approved concept plan. Upon approval of the concept plan, the applicant can confidently proceed with the studies using actual specifications rather than numbers subject to change before a concept plan is actually approved (e.g., residential units, density, height, square footage). Language will need to be included in the final site plan documents and/or the PUD agreement to confirm that each of these conditions were met to the City's satisfaction, including the contents of all studies, and modifications were made to the final plan, if needed, based on the applicable study results.

The East Grand Rapids City Commission hereby makes the following modifications to some of the conditions submitted by the planning commission as well as adding some additional conditions.

Condition number one suggested by the planning commission shall be restated to read as follows: A comprehensive traffic, pedestrian, bicycle, and mobility study to evaluate the extent of and potential conflicts between vehicle, bicycle, and foot traffic for the site during the high traffic season and to suggest solutions to the city. Such solutions shall take into consideration traffic issues and determine the division of cost-sharing for all required infrastructure updates. This study shall include intersections outside the immediate PUD area including Lakeside and Robinson, Lake Drive and Breton, Lake Drive and Bagley/San Lu Rae, Wealthy and Lakeside, and Wealthy and Lovett. Traffic and mobility issues shall be addressed to the satisfaction of the City traffic engineer and the City Commission.

Condition number three suggested by the planning commission shall be restated to read as follows: A review of the traffic study by city staff or a city chosen third-party consultant to verify its accuracy.

Condition number six suggested by the planning commission shall be restated to read as follows: An impact assessment for sanitary sewer, storm water, and water system utilities, including the impact of runoff from surface parking lots. Any necessary mitigation shown by such studies shall be taken into consideration. Priority shall be given to natural based solutions in accordance with applicable laws and regulations.

In light of the reduced height of the tallest building contained in the concept plan by over twenty feet, planning commission condition number seven regarding a shade study is unnecessary and is removed as a condition.

Condition number eight suggested by the planning commission shall be restated to read as follows: An environmental assessment satisfactory to the city for proposed uses. Any necessary mitigation shall be taken into consideration.

Condition number nine suggested by the planning commission shall be restated to read as follows: A fiscal impact study demonstrating financial feasibility for the development.

Condition number ten suggested by the planning commission shall be restated to read as follows: A parking analysis with possible shared solutions, including but not limited to, parking solutions peripheral to the development. These parking solutions shall be subject to the provisions of section 3(o).

In addition to these modifications of the planning commission conditions, the city commission adds the following additional conditions:

1. Any private streets and sidewalks constructed by the developer shall be built to standards approved by the City. The private streets shall be maintained to City standards, including snow removal on streets/sidewalks. Obstructions that may be allowed on any sidewalk shall be in accordance with existing City ordinances, regulations, and policies.
2. The upper floors of buildings in excess of three stories shall be stepped back from the lower floors.
3. Developer/Owner must apply for the closure of private streets so as to limit the impact upon vehicular traffic. Private street closures and temporary blockage shall be permitted in accordance with City ordinances, regulations, and policies. In addition, when reasonably requested by the city, the developer shall agree to close private streets on a temporary basis subject to tenants and property owners having continued access to their respective properties. The PUD agreement shall contain provisions detailing the rights of the city, the developer, tenants, and property owners.
4. The City is not obligated to fund any improvements to streets or utilities necessitated by increased demand resulting from the development. This

condition does not preclude the City from voluntarily funding any improvements.

5. During the final PUD site plan review stage for a phase, if street or utility improvements are determined to be needed, as specified in condition 4, and are not appropriately funded by the developer and/or the City, the final plan must be amended to eliminate the need for such improvements or amended to a level at which the improvements can be funded. If improvements are not funded or eliminated, final plan approval for the phase will not be granted. This condition does not preclude the City from voluntarily funding any improvements.
6. Development of the project in phases may require updates to studies related to parking, utilities, and traffic. Such updates may be required at each phase at the discretion of the City.
7. Traffic circulation within the PUD area shall be addressed to the satisfaction of the City traffic engineer and the City Commission.

The Planning Commission may recommend and the City Commission may require that the final PUD plan and/or the PUD agreement for a phase shall include such modifications or improvements recommended by the relevant studies and such other requirements related to the standards of approval.

Unless otherwise set forth above, all conditions listed above must be met in the phase in which the condition is located or applies and shall be confirmed at the time such phase receives final PUD site plan approval and when the PUD Agreement for such phase is executed.

Paul LeBlanc Memo Regarding Essential Character



TO: Shea Charles, City Manager
FROM: Paul LeBlanc, AICP
DATE: August 11, 2025
SUBJECT: "Essential Character"

There seems to be considerable debate regarding one of the review standards for the proposed Gaslight Investors PUD. This standard, found in Section 5.49 (D) of the zoning ordinance, states:

"The PUD shall not change the essential character of the surrounding area;"

Admittedly, the term "essential character" is subjective and open to interpretation. However, it is a term widely used in zoning regulations and by the courts. While there is no uniform definition of the term, it is broadly considered to relate to the physical elements of the surrounding area. Land use, lot sizes, building height, setbacks, density, traffic, natural features, and open space are factors commonly associated with character.

There are a few court cases in Michigan and elsewhere that have involved challenges to zoning decisions based, at least in part, on compatibility with surrounding character. However, those that I have found have been related to rezoning requests, not established PUD Districts. The request being considered by the City Commission is for approval of a conceptual site plan essentially consistent with the 2004 approved plan. It's also important to recognize that, as stated in the zoning ordinance, PUDs are different than conventional zoning districts. PUD is a special tool specifically intended to allow greater flexibility and to promote creativity not otherwise possible with the other zoning districts. The PUD zoning district was approved in 2004 based on its compliance with the ordinance intent and satisfaction of the review standards.

Section 5.41, Intent, of the PUD District clearly articulates the intent of the PUD District:

"(A) The intent of this article is to offer an **alternative to conventional development by permitting flexibility** in the regulations for development. The standards in this article are intended to promote and encourage development on parcels of land that are **suitable in size, location and character** for the uses proposed **while ensuring compatibility with adjacent land uses**.

(B) The PUD rezoning process is provided as a **design option** to allow for **one or more of the following**:

- (1) **Encourage innovation** in land development in **terms of variety, design, layout and type of structures** constructed;
- (2) Promote the **efficient use of land** to facilitate a more **economic arrangement of buildings, circulation systems, land use and utilities**;
- (3) Encourage the adaptive re-use of significant or historic buildings;

- (4) Provide the **opportunity to mix compatible uses or residential types**;
- (5) Preserve and protect significant natural features, open space and cultural/historic resources;
- (6) Ensure that new development is **consistent with the character of the community**;
- (7) Promote **efficient provision of public services and utilities**;
- (8) **Minimize adverse traffic impacts and accommodate safe and efficient pedestrian access and circulation**;
- (9) Encourage development of convenient recreational facilities;
- (10) Encourage the **use and improvement of land where site conditions make development under conventional zoning difficult or less desirable**; or
- (11) Allow a **density for any residential portion of a planned unit development that is greater than would otherwise be allowed** by the zoning ordinance, yet is **still appropriate and compatible with other uses** both within the planned unit development and adjacent to it and with the density of adjacent properties.

Note that paragraph B requires that only one of the eleven purposes be met by the PUD, though the proposed project satisfies nearly all of them.

If common factors of “character” are applied to the proposed Gaslight Investors PUD, it would be reasonable to conclude that the proposed concept plan would not change the “essential character” of the surrounding area.

First of all, the existing character of the surrounding area:

- is a mix of residential and non-residential uses including commercial, office, institutional (high school), single-family residential, two-family residential, multi-family residential, parks, and large open spaces;
- contains a building within Gaslight Village that exceeds the height of any structure proposed within the PUD;
- the adjacent Lakewood Hills multi-family development has been given court approval to erect new buildings up to five stories high;
- the Planning Commission’s recommendation of approval was conditioned upon conducting various studies related to parking, traffic, utility capacity, and other impacts; and
- additional conditions have been preliminarily proposed by the City Commission if the concept plan is approved.

Second, if the broad factors of land use, lot sizes, building height, setbacks, density, traffic, natural features, and open space are considered, the “essential character” would not be changed by approving the proposed PUD concept plan, as follows:

- **land use:** as noted, the established character of the surrounding area is mixed-use and the proposed PUD plan contains a variety of uses entirely consistent with those that already exist;

- **lot size and setbacks:** much of the proposed development consists of buildings that incorporate commercial uses on the ground floor with residential above as permitted in the C-1 District which does not require any minimum lot size or building setback;
- **building height:** the tallest proposed building is five stories which is less than what exists at the high school and is equivalent to that which is allowed, by court order, on the adjacent Lakewood Hills property;
- **density:** there is no maximum density limit within the C-1 District and the allowed density if the property was zoned MFR is just over 20 units per acre which is greater than the density proposed for the PUD;
- **traffic:** a preliminary traffic study has been conducted which shows that future traffic would be less than what existed previously when the Jacobsen store operated in this area and, a condition of approval requires a more detailed traffic study to confirm that is the case or changes to the project would be required to reduce the impact;
- **natural features:** there are no natural features on the subject property and none within the existing Gaslight Village business district, large wooded areas to the north and Reeds Lake to the east already provide impressive natural amenities that would not be impacted by the proposed PUD; and
- **open space:** the proposed PUD includes some open space which is more than currently available within the Gaslight Village business district and also incorporates areas that can be periodically used for community events.

Third, while consistency with the Master Plan is a separate review standard, the Master Plan identifies the subject properties for mixed-use development and stresses the need for more housing options in the community based on the approved 2004 PUD plan. In addition, having designated the subject property as mixed-use and illustrating several multi-story buildings as part of that development, the Plan at page 8 notes foundational statements guiding the recommendations. Those relevant to the PUD are:

- “Ensuring new development is compatible with the existing character of Gaslight Village and the City’s neighborhoods
- Increasing the amount of attached residential to better meet attainable housing for all”

Likewise, in its approval of the 2004 conceptual site plan, the City Commission specifically referenced consistent “character” in the approval resolution.

“(d) The proposed PUD is to be **designed, constructed, operated and maintained in a manner harmonious with the character of adjacent property, the surrounding uses of land and the capacity of public services and facilities** affected by the Development.

(e) The proposed PUD will support objectives for a viable Gaslight Village business district but **will not significantly change the essential character** of the surrounding area.”

Prein&Newhof Memo Regarding Environmental Concerns

March 20, 2025
2211171

Mr. Doug La Fave
City of East Grand Rapids
Deputy City Manager
750 Lakeside Dr., SE
East Grand Rapids, MI 49506

RE: East Grand Rapids – Gaslight Village Site

Dear Mr. La Fave:

It is our understanding that a developer is undergoing the City of East Grand Rapids' site plan/PUD process for part of the former Ramona Amusement Park and Ramona Medical Center and Jacobsen's Department Store (herein after the "Site"). The location of the Site is shown in Exhibit 1. We also understand that the City of East Grand Rapids is requesting an opinion of environmental concerns based on the past uses summary of the Site provided to Prein&Newhof.

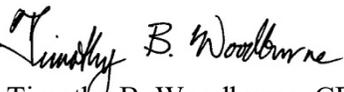
The Site was formerly part of Ramona Amusement Park from 1881 to 1954, according to Exhibit 2. In the mid to late 1950's, the Site was redeveloped with Ramona Shopping Center. Around 1960 the Lakeshore Club Condos and Ramona Medical were constructed. The residential Lakewood Hills Apartments were constructed in 1965. Jacobson's, a retail store, was constructed and opened in 1966 with additions and a parking structure constructed in 1990. In 1979 additional retail stores for Ramona Shopping Plaza were constructed. Jacobson's closed in 2002. Jacobson's and Ramona Medical were demolished in the early 2000's and the Site has been largely vacant since. In 2024, the parking structure's top level was demolished, with the remaining beneath to be maintained for now.

Based on the Site's past mixed uses of medical office, residential, and retail space, potential environmental concerns with respect to the likely presence of *hazardous substances* or *petroleum products* are not likely to have occurred at the Site to cause an environmental concern.

Should you have any questions please contact us.

Sincerely,

Prein&Newhof


Timothy B. Woodburne, CPG
TBW/tbw


Christopher J. Cruickshank, P.E.

Enclosure(s):

Exhibit 1 – Site Location Map

Exhibit 2 – Key Activity Timeline



SHEA CHARLES
CITY MANAGER

CITY OF
EAST GRAND RAPIDS

7

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

(616) 940-4817

www.eastgr.org

MEMORANDUM

TO: Honorable Mayor and City Commissioners
FROM: Shea Charles, City Manager
DATE: August 27, 2025

RE: National Opioid Settlement Agreement – Purdue (and certain of its affiliates) and the Sackler family

Action Requested: That the City Commission consider participating in the National Opioid Settlement Agreement with Purdue (and certain of its affiliates) and the Sackler family and authorize the City Manager to execute any documents necessary on behalf of the City of East Grand Rapids.

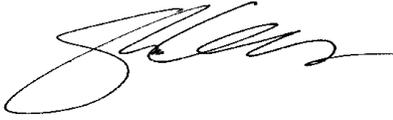
Background: The State of Michigan’s Attorney General has been participating in various national lawsuits regarding the opioid crisis. In December 2021, the City Commission agreed to be part of a National Opioid Settlement Agreement (memo attached) with Johnson & Johnson and three distributors - Amerisource, Cardinal, and McKesson. The City subsequently approved participating in a settlement agreement with Allergan, CVS, Kroger, Walgreens, and Walmart. The State of Michigan has now reached a settlement agreement with Purdue (and certain of its affiliates) and the Sackler family.

Attached is the new proposed settlement for City Commission consideration. Please note, the attachment is the main body of the agreement & the exhibit showing our percentage of the settlement, the actual agreement is 461 pages. The settlement waives the City’s right to sue Purdue (and certain of its affiliates) and the Sackler family for any opioid impact on the City of East Grand Rapids. The City’s share of the settlement will be less than \$10,000 and will be paid over 10-11 years. We are awaiting final calculations from the State of Michigan.

So far, the City of East Grand Rapids has received \$42,871 and is projected to receive an additional \$88,669 by 2038. Annual payments are \$6,000 - \$8,000 (see attached spreadsheet). This settlement will increase the amount we received but the actual numbers are not known at this time. The City has not spent any of the funds and evaluating options such as partnering with EGR Public Schools or potentially Kent County. The funds can only be used for the following:

- Governed by “opioid remediation” as defined in the Distributor and Janssen Settlements
- Guided by “Exhibit E” of the Distributor and Janssen Settlements
- Opioid Use Disorder (OUD) Treatment
- Treatment and Recovery Support
- Connecting People to Help
- Address Needs of Criminal Justice-Involved Persons
- Address Needs of Pregnant Women, Infants, and Parents
- Prevention
- First Responder Support
- Leadership Planning
- Training
- Research

I have enclosed copies of the settlement as well as a 2021 PowerPoint discussing the original settlements, and you can find additional information and the full agreements at www.nationalopioidsettlement.com. The City Attorney and I have discussed this settlement agreement. Given that East Grand Rapids is highly unlikely to sue on its own, we recommend the Mayor & City Commission approve the agreement.

A handwritten signature in black ink, appearing to read 'Shea Charles', with a large, stylized initial 'S'.

Shea Charles
City Manager

Opioid Payments

Total Thru June 30, 2025

42,871.17

	Distributor	Janssen	Teva	Allergan	CVS	Walgreens	Annual TI	
2025	3,264.20		709.89	899.08	1,518.64		6,391.81	
2026	3,264.20	501.07	709.89	899.08	1,518.64	562.70	7,455.58	
2027	2,680.39	501.07	709.89	877.21	1,518.64	562.70	6,849.90	
2028	3,839.09	501.07	709.89	877.21	1,518.64	562.70	8,008.60	
2029	3,839.09	637.95	683.73	877.21	1,428.59	562.70	8,029.27	
2030	3,839.09	637.95	919.95		1,622.32	1,327.27	8,346.58	
2031	3,227.14	637.95	919.95		1,620.89	1,327.27	7,733.20	
2032	3,227.14		919.95		1,620.89	1,327.27	7,095.25	
2033	3,227.14		919.95			1,327.27	5,474.36	
2034	3,227.14		919.95			1,327.27	5,474.36	
2035	3,227.14		919.95			1,327.27	5,474.36	
2036	3,227.14					1,327.27	4,554.41	
2037	3,227.14					1,327.27	4,554.41	
2038	3,227.14						3,227.14	
	46,543.18	3,417.06	9,042.99	4,429.79	12,367.25	12,868.96	88,669.23	Total future allocations

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

East Grand Rapids city, MI
Reference Number: CL-1734994

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Michigan, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims
- A copy, for your reference, of the updated Michigan State-Subdivision Agreement, which is in the process of being ratified

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

Updated Michigan State-Subdivision Agreement

Michigan is in the process of ratifying an updated State-Subdivision Agreement. A copy, for your reference, is included in this packet. The updated agreement restates, combines, and amends all prior Michigan State-Subdivision Agreements. To provide greater certainty in what proposed uses of opioid settlement funds qualify as opioid remediation, and to provide greater coordination and transparency, the updated agreement: (1) allows participating local governments to request generalized guidance from the Michigan Department of Attorney General on certain topics, (2) institutes an annual reporting requirement for the State and some participating local governments, and (3) allows participating local governments and the State to ask each other for additional information about opioid expenditures or allocations.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1)*Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to

meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Assistant Attorney General Matt Walker at 517-335-7622 or AG-OpioidLitigation@michigan.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: East Grand Rapids city	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasers to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasers.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releaser may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasers do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF OPIOID SETTLEMENT AGREEMENTS

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement. For clarity, this Agreement restates, combines, and amends all prior State-Subdivision Agreements and provides greater detail on reporting of opioid remediation expenditures.

I. Definitions

As used in this Agreement

- A. “Administrative Fund” is 0.3% of the Local Government Share.
- B. “Actual Attorney Fees” are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. “Actual Total Recovery” is the aggregated monetary recovery that a Litigating Local Government receives, based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund, Special Circumstance Fund plus the aggregate amount paid by the Litigating Local Government Attorney Fee Fund. For the avoidance of doubt, this may be expressed mathematically as Actual Total Recovery = Final Allocation Percentage x (Local Government

Share – aggregate Administrative Fund –aggregate Special Circumstance Fund + aggregate paid by LLGAFF).

- D. “Agreement” is this State-Subdivision Agreement.
- E. “De minimis-share Local Government” is a Participating Local Government whose Final Allocation Percentage is less than the percentage defined below:
1. For the Distributor and Janssen National Opioid Settlements, less than 0.0023%.
 2. For the Allergan, Teva, CVS, Purdue/Sackler, Walmart, and Walgreens National Opioid Settlements, less than 0.0083%.
 3. For the Kroger Settlement and Generic Manufacturer National Opioid Settlements, less than 0.0011%.
- F. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government for each Settlement.
- G. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- H. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an adjustable percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- I. “Litigating Local Governments” are the entities indicated as litigating in Exhibit C of this Agreement.
- J. “Litigation Adjustment” is an adjustment applied to the Preliminary Allocation Percentage.
- K. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- L. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the litigating and eligible Local Governments in each of the Settlements.

- M. “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- N. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements.
- O. “Neutral Special Master” is an independent mediator selected by the State.
- P. “Opioid Remediation” is the term as defined by the Settlements.
- Q. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for an individual Settlement.
- R. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- S. “Pharmaceutical Entities” are the “Released Entities” as defined by each individual Settlement.
- T. “Preliminary Allocation Percentage” is the percentage listed for a Local Government in Exhibit B of this agreement.
- U. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for each individual Settlement and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- V. “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund and Special Circumstance Fund. For the avoidance of doubt, this may be expressed mathematically as $\text{Projected Total Recovery} = \text{Final Allocation Percentage} \times (\text{Local Government Share} - \text{aggregate Administrative Fund} - \text{aggregate Special Circumstance Fund})$.
- W. “Reporting Local Governments” are the Local Governments identified in Exhibit D of this Agreement.
- X. “Settlements” are the following individual national opioid settlements:

1. Allergan National Opioid Settlement,
 2. CVS National Opioid Settlement,
 3. Distributors National Opioid Settlement,
 4. Janssen National Opioid Settlement
 5. Kroger National Opioid Settlement,
 6. Purdue/Sackler National Opioid Settlement
 7. Generic Manufacturer National Opioid Settlements, which includes:
 - a. Alvogen National Opioid Settlement
 - b. Amneal National Opioid Settlement
 - c. Apotex National Opioid Settlement
 - d. Hikma National Opioid Settlement
 - e. Indivior National Opioid Settlement
 - f. Mylan National Opioid Settlement
 - g. Sun Pharmaceutical National Opioid Settlement
 - h. Zydus National Opioid Settlement
 8. Teva National Opioid Settlement,
 9. Walgreens National Opioid Settlement
 10. Walmart National Opioid Settlement
- Y. “Settlement Payments” are scheduled monetary payments received through the Settlements.

- Z. “Special Circumstance Fund” is 5% of the Local Government Share for each applicable Settlement.
- AA. “State” is the State of Michigan acting through its Attorney General or designees.
- BB. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

II. Terms

- 1. Participation in Settlements: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
- 2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.

- 3. Distribution:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share

- 4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:

For the Allergan, CVS, Distributor, Janssen, Purdue/Sackler, Generic Manufacturer, Teva, Walgreens, and Walmart National Opioid Settlements:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance Fund

For the Kroger National Opioid Settlement:

- Litigating Local Government Attorney Fee Fund

5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. Exhibit C of this Agreement provides a list of Litigating Local Governments and the year in which they filed suit. In recognition of their commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of an additional percentage of their Preliminary Allocation Percentage, as follows:

For the Distributor and Janssen National Opioid Settlements:

- 16% Litigation Adjustment for Litigating Local Governments that served as a bellwether or filed suit in 2017
- 12% Litigation Adjustment for Litigating Local Governments that filed suit in 2018
- 8% Litigation Adjustment for Litigating Local Governments that filed suit in 2019

For the Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart National Opioid Settlements:

- 12% Litigation Adjustment

For the Kroger and Generic Manufacturer National Opioid Settlements:

- 10% Litigation Adjustment

6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.
7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.

8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.

9. Attorney Fees:
 - a. Attorney fee payments may be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.

 - b. To the extent that the LLGAF is drawn upon for paying a portion of a Litigating Local Government's attorney fees for any individual Settlement, Projected Attorney Fees for that Settlement shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery.

 - c. Projected Attorney Fees shall be paid by installments intended to minimize the amount of variability in payments to local governments. In no event shall the number of installments exceed (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.

 - d. Litigating Local Government Attorneys must apply to the respective National Contingency Fee Fund for each Settlement and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to a National Attorney Contingency Fee Fund and that National Attorney Contingency Fee Fund does not pay the full Projected Attorney Fee installment payment, the LLGAFF shall pay the deficiency for that installment. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the respective national settlement agreement applicable to such payments that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.

 - e. In instances where the LLGAF is drawn upon to pay a deficiency as set forth in paragraph 9.c, the sum of all deficiency payments for that respective settlement shall be no more than:

For the Allergan, CVS, Distributor, Janssen, Purdue/Sackler, Teva, Walgreens, and Walmart National Opioid Settlements:

- 15% of the Litigating Local Government's Projected Total Recovery

For the Kroger and Generic Manufacturer National Opioid Settlements:

- 5% of the Litigating Local Government's Projected Total Recovery

- f. In instances where the LLGAF is drawn upon to pay a deficiency as set forth in paragraph 9.c, Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery. In instances where the LLGAF is not drawn upon to pay a portion of contingent attorney fees, such fees shall be paid from the National Contingency Fee Fund as set forth under that Settlement with whatever restrictions are applicable to that Settlement.
- g. In instances where the LLGAF is drawn upon to pay a portion of attorney fees, if a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
- h. In instances where the LLGAF is drawn upon to pay a portion of attorney fees, the Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.

10. Special Circumstance Fund:

- a. An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. The allocation decisions of the Neutral Special Master shall be final and not appealable. An application to the Special Circumstance

Fund may not be made with the express purpose of offsetting the Litigation Adjustment.

- b. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund.
- c. The Neutral Special Master shall be paid solely from the Administrative Fund.
- d. The deadline for initial applications to the Allergan, CVS, Distributors, Janssen, Teva, Walgreens, and Walmart Special Circumstance Fund occurred on November 10, 2023. Applications were reviewed and an allocation determination was made by the Neutral Special Master. These Special Circumstance Fund allocation determinations expire after 2030.
- e. An application period for the Purdue/Sackler and Generic Manufacturer Special Circumstance Fund shall be available in 2026 or 2027. The specific application deadline shall be determined by the Michigan Department of Attorney General. Notice of the deadline shall be provided to all Participating Local Government at least two months prior to the deadline.
- f. An additional application for all Settlements where the Special Circumstance Fund offset is applicable shall be available in 2030. Any allocation decision shall apply to Special Circumstance Funds withheld in 2031 and shall continue to apply to Special Circumstance Funds withheld from the remaining Settlement Payments for each Settlement. The specific application deadline shall be determined by the Michigan Department of Attorney General. Notice of the deadline shall be provided to all Participating Local Government at least two months prior to the deadline.
- g. Attorney fees may be assessed on a Special Circumstance Fund allocation. To the extent that an attorney asserts a contingency fee interest upon a Special Circumstance fund allocation, that fee interest shall be capped at 15% of the fund allocation. Payment of attorney fees for a Special Circumstance fund allocation are the responsibility of the Participating Local Subdivision.

11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.
13. Reversion to Local Government Share:
 - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage applicable to the Settlement from which the money was withheld.
 - b. Any portion of the Special Circumstance Fund withheld from each Settlement that is unallocated by the Neutral Special Master shall revert to the Local Government Share for distribution to Participating Local Governments, in accordance with their Final Allocation Percentage applicable to that Settlement.
 - c. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage applicable to the Settlement from which the money was withheld. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

14. Use and Reporting of Settlement Fund Expenditures for Opioid Remediation:

To provide greater certainty in what proposed uses of Settlement Funds qualify as Opioid Remediation, and to provide greater coordination and transparency of the uses of such funds, the Parties agree as follows:

- a. At the request of a Participating Local Government, or on its own accord, the Michigan Department of Attorney General may issue generalized guidance about the Settlements, this Agreement, or whether proposed expenditures of Settlement Payments qualify as Opioid Remediation. Issuance of generalized guidance is solely within the discretion of the Michigan Department of Attorney General.
- b. Starting with Fiscal Year 2026, the State, and Reporting Local Governments that receive Settlement Payments under any of the Settlements shall provide documentation sufficient to show the receipt and expenditure of such funds. Such documentation may take one of two forms:
 - i) The State or Reporting Local Government may produce an annual fiscal year report, similar in form to Exhibit F, which states a. how much money they have received from Settlement Payments in the fiscal year, b. how much money from Settlement Payments they have spent or allocated in the fiscal year, and c. a description of where the Settlement Payments were allocated to or what the Settlement Payments were spent on; or
 - ii) As an alternative to production of an annual fiscal year report, the State or Reporting Local Government may produce budgeting and accounting documents that are sufficient to identify the items listed above.

The State and Reporting Local Governments shall provide such documents on an annual basis, at minimum. A report is not necessary if a Reporting Local Government voluntarily assigns 100% of its share to other Participating Local Governments. The State may provide the necessary information via webpage. Reporting Local Governments may provide their report electronically.

- c. The State and Participating Local Governments may make requests for additional information about an expenditure or allocation. Requests to the State for additional information shall be directed to the Department of Attorney General.

III. Other Terms and Conditions

1. Governing Law and Venue: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the Settlements or this Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate state court in Michigan.
2. Modification: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
6. Captions: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
7. Entire Agreement: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

8. Construction: The Parties mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents of this Agreement, and that they have voluntarily executed the same. The Parties further mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
10. Effectiveness: This agreement shall become effective on the date on which the last signature necessary to meet the requirements set forth in the Settlements is affixed to this agreement.

UNRATIFIED

Exhibit E - Reserved

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UNRATIFIED

Exhibit F - Reporting Template

Name of Subdivision: <Subdivision Name>
Person Completing Report Contact Information: <Name>
<Email>
<Telephone>

Money Received from Opioid Settlements for Fiscal Year
<Settlement> <Amount Received> <Date Received>
Repeat as Necessary

Money Expended from Opioid Settlements
<Opioid Remediation or Non-Opioid Remediation> <Expenditure Title or Agency Appropriated to> <Amount> <Description of Expenditure or Purpose of Appropriation>
Repeat as Necessary

UNRATIFIED

State of Michigan

Michigan State-Subdivision Agreement for Allocation of Opioid Settlement Agreements

By: Matthew L. Walker

Its: Assistant Attorney General

UNRATIFIED



CITY OF
EAST GRAND RAPIDS

8

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

(616) 940-4817

www.eastgrmi.gov

DOUG LA FAVE
DEPUTY CITY MANAGER

MEMORANDUM

TO: Honorable Mayor and City Commissioners
FROM: Doug La Fave, Deputy City Manager
DATE: August 25, 2025

RE: Snow and Ice Guidelines-Updates/Revisions

Action Requested: That the City Commission consider proposed revisions to Snow and Ice Guidelines related to Department of Public Works Operations with respect to winter maintenance.

Background: The Department of Public Works provides winter maintenance services for the city accounting for ~50 miles of streets (~100 lane miles) in addition to ~80 miles of sidewalk and additionally trails. The Department of Public Works has proposed revisions to the Snow and Ice Guidelines for winter maintenance service that align with more detailed information for property owners and residents. The revisions do not change the services or level of service and are intended to provide more clarity for the community.

At the August 18, 2025, City Commission Meeting additional discussion and feedback took place over number 8. Modifications have been made to address clarity with respect to the discussion.

REVIEWED & APPROVED FOR SUBMISSION:

Shea Charles
City Manager



CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE-EAST GRAND RAPIDS, MICHIGAN 49506

Snow and Ice Guidelines

The following are to be used as a guideline because each snow event is unique. Variables can include: accumulation, type of snow, future forecast and time of day. Decisions determining the clearing of the streets will be made with the approval of the DPW Operations Supervisor and/or designee, i.e.: Crew Leader.

1. Freezing rain. Major streets will be salted and cleared first. Local streets will be salted immediately following the completion of major streets. This is performed during regular working hours and overtime if needed.
2. Major streets are always a priority for snow and ice removal. Depending on conditions, crews may have to break off from clearing local streets in order to keep major streets clear.
3. During the evening hours Major streets may not necessarily be cleared curb to curb but will be maintained by an assigned crew. Curb to curb clearing will commence This can be accomplished the following morning with an early shift and/or shift arrangements for hen-crews to return at 5:00 a.m., which is standard operating procedure.
4. Local streets will be cleared with a center cut (1 truck making 1 pass in each direction of travel) or cleared from curb to curb (2 trucks in tandem making 1 pass in each direction of travel). Streets will be monitored to determine if level of clearing requires additional service. Local streets are not generally cleared during the evening hours. They are cleared the next day after the major streets have been completed. Salt will be applied to local streets at approximately one half of the rate of major streets.
5. Snow accumulations on ~~streets the road~~ due to center cut plowing will not be allowed to accumulate excessively. This is to be monitored by the Department of Public works and the Department Public Safety. Every snowfall will be evaluated individually along with prior snowfall, future forecasted snowfall, temperature, and time of day.
6. Intersections, hills, stops, and curves are to be blast salted.
7. If the crews cannot maintain Gaslight Village and the City Community Center Complex the on-call personnel will be called in to clear snow from these areas. ~~using a special rubber blade designed for the removal of snow from these areas.~~
8. City sidewalks are plowed depending on street conditions and after a snow accumulation of approximately two inches and on weekends when the snow fall has concluded as a system approach to provide service to the entire sidewalk network. Sidewalk priority routes for schools are addressed as needed to ensure sidewalks are clear prior to the start of school. The level of service will be limited to what can be provided by mechanical equipment. Due to these limitations, sidewalks may not be cleared or maintained to a dry pavement standard. No hand work will be performed. Surface irregularities or slippery conditions may result from any residual snow/pack material from freeze/thaw cycles. The ~~City~~ city does not provide ice control to city sidewalks. Residents are not required by Ordinance to clear sidewalks outside of emergency circumstances. Residents are encouraged to clear any residual snow/pack that remains from mechanical removal of material by the city and utilize concrete safe ice material to maintain sidewalks along their frontage. Residents are

also encouraged to wear appropriate foot gear, i.e. boots with grippers to account for adequate traction. are encouraged to do so if necessary along their frontage.

9. As a result of plowing streets, snow may be deposited into driveways from clearing off streets. Residents are responsible for the removal of this snow.

November 2014

August 2025



CITY OF
EAST GRAND RAPIDS

9

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

(616) 940-4817

www.eastgr.mi.gov

DOUG LA FAVE
DEPUTY CITY MANAGER

MEMORANDUM

TO: Honorable Mayor and City Commissioners

FROM: Doug La Fave, Deputy City Manager

DATE: August 19, 2025

RE: Grand Valley Metro Council-NPDES Stormwater Permit Compliance

Action Requested: That the City Commission consider approval of the Grand Valley Metro Council (GVMC) Regional Cooperation for National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Compliance, scope of work and cost allocation from October 1, 2025, through September 30, 2028, as noted in the memo and authorizes a Standard Service Provider Agreement with East Grand Rapids Public Schools (EGRPS) to be executed by the City Manager or Deputy City Manager to address required costs and associated invoicing.

Background: In 1987 the Clean Water Act (CWA) was amended to require implementation of a national program for addressing storm water discharges. The Environmental Protection Agency (EPA) was tasked with permitting states through general National Pollutant Discharge Elimination System (NPDES) permits pertaining to regulating twelve different categories for public and private sectors including municipal stormwater. The EPA issued States NPDES permits that in turn their respective regulatory agencies were charged with implementing, regulating, and enforcing in accordance with their permits. In Michigan the agency currently known as the Department of Environment and Great Lakes Energy (EGLE) is charged with implementation and regulating the federal requirements at the local government level. Implementation in phases started at large and medium urbanized areas down to smaller and other specified areas over time.

In 2000 a collaborative effort through the Grand Valley Metro Council (GVMC) among local units of government in Kent and Ottawa Counties in the Lower Grand River Watershed resulted in Certificates of Coverage (CoCs) for all units of local governments under the State NPDES permit. This partnership provides the City of East Grand Rapids and other partners with the capacity needed for exceptional services and programs. Specifically related to the scope of work noted in the proposal, the GVMC would continue to provide for the following services:

- Stormwater Management Plan Implementation (SWMP)
- MS4 Training
- Stormwater Development and Redevelopment Standards, Model Ordinances and Strategies
- Public Education Plan (PEP)
- Illicit Discharge Elimination Plan (IDEP)
- Total Maximum Daily Load (TMDL) Implementation
- Progress Reports to EGLE
- Audits to EGLE
- Public Participation
- Permit Applications and Permit Issuance

- Enforcement Response Procedures
- LGROW Network.

Participating local units of government have worked with GVMC staff to implement all the requirements noted above including creation of model stormwater ordinances that are the same amongst communities in the region that are approved by EGLE. This partnership has provided for a unified and collaborative approach across the greater Grand Rapid metro area as well as streamlined regulatory and training requirements for more consistency across the region.

In 2025 EGLE revised regulations to require school districts that have previously been covered by a municipal NPDES permit to be reclassified under a separate NPDES permit or a nested classification within the local unit of government NPDES permit. Previously EGRPS was covered by the city permit because all of the school campuses/properties discharge into the city’s stormwater collection system and monitored accordingly. The nested approach is common with schools and helps provide for a cost reduction by partnering with the city. EGRPS will now have to account for on-campus stormwater requirements with the city confirming requirements as noted in the NPDES permit. There are no other additional impacts to the city.

The fiscal impact related to this partnership is accounted for in the FY 25/26 budget for the city and will be amended to address costs and associated invoices for EGRPS. For the 2022-2025 partnership with GVMC, the costs to the city have been \$14,887.10 annually. The new cost framework for the next three years, including EGRPS nesting, is as follows:

Year one, FY 25/26, Total cost is \$27,537.10.

City of EGR:	\$14,537.10 scope of service costs
	\$500.00 dues
Total:	\$15,037.10

EGRPS:	\$12,000.00 (includes initial program setup costs, mapping, etc.)
	\$500.00 dues
Total:	\$12,500.00 *Invoiced by the city via MOU*

Year two and three, FY 26/27 and FY 27/28, Total costs are \$21,937.10 per year.

City of EGR:	\$14,537.10 scope of service costs
	\$500.00 dues
Total:	\$15,037.10

EGRPS:	\$6,400.00
	\$500.00 dues
Total:	\$6,900.00*Invoiced by the city via MOU*

Additional links to stormwater partnerships and regulations are available below:

- State of Michigan Information: [NPDES Citizens Guide \(michigan.gov\)](http://michigan.gov)
- State of Michigan-EGLE NPDES Information: [National Pollutant Discharge Elimination System \(NPDES\) Permits](#)
- GVMC/LGROW Information: [Lower Grand River Organization of Watersheds MS4 \(lgrow.org\)](http://lgrow.org)

REVIEWED & APPROVED FOR SUBMISSION:

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

Shea Charles
City Manager



GRAND VALLEY METROPOLITAN COUNCIL

ADA TOWNSHIP • ALGOMA TOWNSHIP • ALLENDALE TOWNSHIP • ALPINE TOWNSHIP • BELDING • BLENDON TOWNSHIP • BYRON TOWNSHIP • CALEDONIA • CALEDONIA TOWNSHIP • CANNON TOWNSHIP
CASCADE TOWNSHIP • CEDAR SPRINGS COOPERSVILLE • COURTLAND TOWNSHIP • EAST GRAND RAPIDS • GAINES TOWNSHIP • GEORGETOWN TOWNSHIP • GRAND RAPIDS • GRAND RAPIDS TOWNSHIP
GRANDVILLE • GREENVILLE • HUDSONVILLE • IONIA • JAMESTOWN TOWNSHIP • KENT COUNTY • KENTWOOD • LOWELL • LOWELL TOWNSHIP • MIDDLEVILLE • OTTAWA COUNTY
PLAINFIELD TOWNSHIP • ROCKFORD • SAND LAKE • TALLMADGE TOWNSHIP • WALKER • WAYLAND • WYOMING

June 26, 2025

Doug LaFave
Deputy City Manager
750 Lakeside Dr SE
East Grand Rapids, MI 49506

Dear Doug LaFave,

A cooperative effort initiated in 2000 by Kent County and Ottawa County agencies and communities in the Lower Grand River Watershed resulted in regional compliance initiatives at the watershed level. Since that time, the Grand Valley Metro Council (GVMC) has been pleased to continue compliance work for East Grand Rapids’s NPDES MS4 Permit and Stormwater Management Plan (SWMP), approved by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

The capacity of GVMC’s Environmental Programs Department has increased since the last contract period, and we are committed to providing exceptional services and programs. GVMC will continue to coordinate a regional effort to ensure every community’s compliance with the NPDES Stormwater Regulations. A cost allocation and detailed scope of work for continued participation in the regional effort from FY2026 through FY2028 is enclosed.

Please indicate your intent to continue to participate in this regional cooperative effort by returning a signed copy of this correspondence by August 1, 2025. Your commitment to participate will apply for the next three years, from October 1, 2025, through September 30, 2028. The scope of the regional program that is necessary beyond 2028 for compliance with the NPDES Storm Water Regulations will be reassessed at that time.

We welcome your feedback on GVMC’s NPDES compliance program and look forward to our continued work with your community.

Sincerely,

John Weiss
Executive Director

Rachell Nagorsen
Stormwater Programs Manager

East Grand Rapids is committed to continued participation in the GVMC regional effort for compliance with the NPDES Storm Water Regulations for fiscal years 2026 through 2028. We

understand that our annual cost will be paid to GVMC in accordance with the enclosed cost allocation.

Signed: _____

Date: _____

Enclosures:

FY 2026-2028 Scope of Work with Budget and Cost Allocation

**GVMC Regional Cooperation for
NPDES Stormwater Permit Compliance
FY 2026-2028**

Scope of Work for the Lower Grand River Watershed

The following activities have been identified to allow ongoing regional cooperation by the participating cities, villages, townships, school districts, and county agencies (communities) in the Lower Grand River Watershed (LGRW) from October 1, 2025 to September 30, 2028. The work that will continue to be administered by the Grand Valley Metropolitan Council (GVMC) includes ongoing implementation of the Storm Water Management Plan (SWMP), the Public Education Plan (PEP), Total Maximum Daily Load Implementation (TMDL) Plan, and the Illicit Discharge Elimination Plan (IDEP) that have been approved by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) under the Municipal Separate Storm Sewer System (MS4) regulations.

Current permits expire during this contract period and GVMC will assist the communities with public notice as necessary. EGLE will issue new MS4 permits during the period for this scope of work. Upon communities receiving new permits, GVMC will continue to implement initiatives that meet permit compliance.

GVMC will continue to implement regional coordination for MS4 permit compliance; however, each community is ultimately responsible for participation in the regional effort and for regulatory compliance.

The proposed work outlined below will be completed by GVMC in cooperation with EGLE and the participating communities to provide compliance with the six MS4 minimum control measures:

Stormwater Management Plan (SWMP) Implementation

The individual Stormwater Permit requires that the approved SWMPs be implemented. GVMC will facilitate the process of implementing the SWMPs. SWMPs will be updated as needed.

MS4 Training

Training opportunities will be provided through a variety of methods, such as in-person training, videos, outside speakers, webinars, and brochures. Topics to be considered for training include: general stormwater awareness, identifying and eliminating illicit discharges, soil erosion and sedimentation control best management practices (BMPs), post-construction stormwater runoff development standards, pollution prevention and good housekeeping BMPs, training specified in the SWMP, or other stormwater training topics at the request of the community. GVMC will work with each community, and the committees of the Lower Grand River Organization of Watersheds (LGROW) to select, plan, and coordinate these training opportunities.

Stormwater Development and Redevelopment Standards, Model Ordinances, and Strategies

GVMC will continue to coordinate the efforts of the LGROW Stormwater Ordinance (SWOrd) Committee to implement the model stormwater ordinance needed for permit compliance. GVMC will be responsible for the distribution of the LGROW Design Spreadsheet tool and will provide updates and improvements to the tool as directed by the SWOrd Committee.

Public Education Plan (PEP)

The PEP was updated and approved by EGLE in July 2020 and the plan promotes, publicizes, and facilitates watershed education for the purpose of encouraging the public to reduce the discharge of pollutants in stormwater to the maximum extent practicable. The PEP will continue to be coordinated with other current programs and projects in the watershed that involve public stewardship of water resources. The overall goal of the plan is to encourage pollution prevention.

The PEP is flexible in that the educational activities conducted may address any of a number of significant watershed issues, including:

- Encouragement of public reporting of the presence of illicit discharges, illicit connections, or improper disposal of material into the MS4.
- Education of the public on the availability, location, and requirements of facilities for disposal or drop-off of household hazardous wastes, travel trailer sanitary wastes, chemicals, grass clippings, leaf litter, animal wastes, and motor vehicle fluids.
- Education of the public regarding acceptable application and disposal of pesticides, herbicides, and fertilizers.
- Education of the public concerning preferred cleaning materials and procedures for residential car washing, pavement cleaning, and power washing.
- Education of the public concerning the ultimate discharge point and potential impacts from pollutants from the separate stormwater drainage system serving their place of residence.
- Education of the public about their responsibility for stewardship in their watershed.
- Education of the public concerning management of riparian lands to protect water quality.
- Education of the public on proper septic system care and maintenance and on how to recognize system failure.
- Education of the public about the benefits of using native vegetation instead of non-native vegetation.

Various materials will be produced such as brochures, social media content, newsletter and newspaper articles, local media, workshops, demonstration materials, and other materials at the community's request in order to meet the public education commitments. Purchase of public education materials will be coordinated where economies can be achieved through bulk purchases.

GVMC will continue to facilitate the LGROW Public Engagement Committee, comprised of representatives of the participating communities and local organizations, to prioritize and direct the PEP activities. GVMC will design and administer large scale, regional educational efforts.

Illicit Discharge Elimination Plan (IDEP)

The IDEP meets the permit requirement that each community develop, implement, and enforce a program to detect and eliminate illicit connections and discharges to MS4s. GVMC will also work to ensure up to date stormwater infrastructure mapping in GIS and applicable EGLE mapping platforms. The IDEP includes dry weather screening, IDEP training, and reporting. Interjurisdictional cooperation agreements will be reissued for each MS4 during the next dry weather screening period.

Total Maximum Daily Load (TMDL) Implementation

GVMC will work with the LGROW network to address the TMDLs that have been assigned per the permits. The TMDL Implementation Plan will be executed collaboratively with watershed partners to address water body impairments within the regulated areas of the watershed. GVMC will coordinate TMDL sampling under the direction of the LGROW Technical Committee and will share the data and analysis via annual reports.

Additional Regulatory Assistance

Progress Reports

Progress Reports will be prepared for each community for submittal to EGLE as required by the MS4 permits. Reports will include regional reporting and permittee-specific reporting requirements. GVMC will annually prepare progress reporting forms for each community. These forms will serve as a convenient means for each community to keep track of actions taken throughout the Progress Report cycle to comply with the permit commitments. The information provided by each community will become a significant element of the reports.

Each community shall provide data on progress made in controlling stormwater pollution to the maximum extent practicable for the reports. GVMC will collect available watershed monitoring data during the previous period for analysis and summary for the regional portion of the report. GVMC will draft progress reports on Watershed-Wide Activities. GVMC will compile and finalize the Progress Reports on behalf of the communities and GVMC will submit the reports to EGLE via MiEnviro. GVMC will continue this work upon permit issuance, and will communicate new progress reporting requirements as necessary to communities.

Audits

GVMC will provide assistance in the case of an EGLE audit of the community's stormwater program, at the community's request.

Public Participation

The SWMP implementation efforts will be more effective with participation by the communities and the public. GVMC will keep the communities informed about LGROW committee activities and opportunities to be involved at LGROW events. LGROW has fostered partnerships with existing agencies and organizations, which will facilitate completion of the work outlined above. GVMC will help facilitate and provide technical assistance to the LGROW network to integrate these efforts. Public Participation activities will be tracked and reported upon in the Progress Report.

Permit Applications and Individual Permit Issuance

Current MS4 permits expire on October 1, 2025. The process of EGLE's permit reissuance will continue to be tracked and the communities will be kept informed. GVMC will assist the communities in the transition from the previous permit by providing compliance assistance in all of the categories as applicable to the new permit. Facility inventories will be updated to reflect current stormwater infrastructure.

Enforcement Response Procedure

GVMC will continue to assist communities with Enforcement Response Procedures (ERPs) if any changes are required by EGLE during the permit cycle. GVMC will train communities in the use of the ERPs and revise as needed.

Nested Jurisdictions

If the community has a nested jurisdiction under their MS4 permit, GVMC will help coordinate the compliance of the Nested Jurisdiction. GVMC will help facilitate meetings between MS4 permittees and nested jurisdictions to ensure that both parties understand their responsibilities to meet permit compliance.

LGROW Network

By participating in the regional MS4 implementation in the Lower Grand River Watershed, communities benefit by being able to work through permit issues together as part of the LGROW network. LGROW brings together local municipalities and community stakeholders in a unique format to address watershed issues facing the Lower Grand River and its watersheds. LGROW promotes community education and sustainable use of our river resource and is committed to making the watershed an ongoing resource for everyone. LGROW will encourage communities to join the various committees that work on different components of the permit. LGROW dues are \$500 annually in addition to MS4 dues and are not noted in the table below.

Annual FY 2026-2028 Dues	
Lower Grand River Watershed NPDES Stormwater Permittees	
Cascade Charter Township	\$14,141.68
City of East Grand Rapids <i>w/ East Grand Rapids Public Schools</i>	\$ 27,537.10 FY26** \$ 21,937.10 FY27-28
City of Ferrysburg	\$14,445.20
Forest Hills Public Schools	\$15,320.10
Village of Fruitport	\$14,010.30
Georgetown Charter Township <i>w/ Jenison Public Schools</i>	\$ 21,902.28
City of Grand Haven	\$15,500.10
City of Grand Rapids	\$36,291.70
Grand Rapids Charter Township	\$13,872.63
City of Grandville <i>w/ Grandville Public Schools</i>	\$22,908.30
Grand Valley State University	\$16,626.90
City of Hudsonville	\$15,162.90
Kent County Drain Commissioner	\$22,979.74
Kent County Road Commission	\$21,979.74
City of Kentwood <i>w/ Kentwood Public Schools</i>	\$ 27,480.40
Plainfield Charter Township	\$14,488.38
City of Rockford	\$15,014.20
Village of Sparta <i>w/ Sparta Public Schools</i>	\$ 26,324.40 FY26** \$ 21,224.40 FY27-28
Village of Spring Lake	\$14,149.70
City of Walker <i>w/ Kenowa Hills Public Schools</i>	\$ 24,813.20
City of Wyoming	\$23,050.10

Note: For Nested Jurisdictions, the municipality assumes GVMC fees for the school district and passes MS4 costs to them.

***The difference between FY 26 and FY 27-28 as indicated is due to onboarding costs and additional work to nest new districts into an existing municipal permit.*

EAST GRAND RAPIDS STANDARD SERVICE PROVIDER AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Contractor:

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

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

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

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

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

City of East Grand Rapids:

Signature: _____

Title: Mayor _____

Signature: _____

Title: City Clerk _____

Contractor:

Signature: _____

Title: _____

SERVICE PROVIDER AGREEMENT SCHEDULE

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

SCHEDULE A: WORK SCOPE

Project Description:

Initials City: _____ Initials Contractor: _____

SCHEDULE B: TIMETABLE

Start Date:

Completion Date:

Initials City: _____ Initials Contractor: _____

SCHEDULE C: COMPENSATION

Payment Amount and Schedule:

Initials City: _____ Initials Contractor: _____

SCHEDULE D: CONTRACTOR’S PERSONNEL

List of Personnel:

Initials City: _____ Initials Contractor: _____

PROCEEDINGS OF THE CITY COMMISSION
CITY OF EAST GRAND RAPIDS

Regular Meeting Held August 18, 2025

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

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

Absent: None.

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

2025-110. The agenda was approved as presented.

2025-111. Public comment:

Hilary Snell, 1065 Plymouth, wants permission to park in front of his house like he used to before the bike lanes were put in.

Nancy Pattison, 2104 Gorham, said to refer to her comments from the last meeting and spoke about detention and retention ponds. She wants more testing on Reeds Lake.

Patricia Westveer, 2311 Wealthy, agrees with Mr. Snell about the bike lanes and has concerns about the PUD.

Jerry Anderson, 435 Edgemere, appreciates the sidewalk on Robinson and spoke about traffic.

David Decker, 925 Bellclaire, spoke about character for standards C and D relating to Gaslight Investor’s concept plan and standard B relating to the Master Plan.

Erica Dunten, 2100 Gorham, spoke about what makes EGR special.

Ann Ritsch, 2107 Anderson, said that there is too much going on with the new traffic circles and doesn’t like the bike delineators on Franklin/MLK.

2025-112. Mayor and City Commission comments, including committee liaison reports.

Commissioner Hunter spent time with the high school senior class on Saturday.

Commissioner Schwartz thanked everyone for coming out and speaking and thanked staff for trying new things to keep drivers and pedestrians safer.

Commissioner Wessely noted that it was the first day of school and for the kids to use the flashing beacons at the crossings where available.

Commissioner Burdick echoed Commissioner Schwartz's comments on the traffic circle and said that you have to train yourself with new things and just take an extra pause.

Commissioner Skaggs has received great feedback about the new sidewalks on Robinson and welcomed everyone back to school.

Mayor Favale also received a lot of feedback about the sidewalks and traffic circles. She thanked staff for trying new things and asked everyone to take a pause and slow down.

City Manager Charles noted that Taste of East and Rally on Reeds was this Wednesday. Gaslight Investors is scheduled to be on the September 2nd agenda at this time. He stated that the traffic circles would be removed in October and for people to please do the survey and that if permanent circles were put in, they would be different.

- 2025-113. Consider the final reading and approval of an amendment to the City's Purchasing Ordinance.

City Manager Charles reviewed the information.

- 2025-113-A. Skaggs-Burdick. To accept the final reading and approve an amendment to the City's Purchasing Ordinance.

Yeas: Burdick, Groff-Blaszak, Hunter, Skaggs, Schwartz, Wessely and Favale – 7
Nays: None.

- 2025-114. Consider authorizing the purchase of three custom East Grand Rapids Department of Public Works sidewalk snowpack/ice removal equipment attachments.

Deputy City Manager La Fave reviewed the information.

- 2025-114-A. Schwartz-Wessely. To authorize the purchase of three custom East Grand Rapids Department of Public Works sidewalk snowpack/ice removal equipment attachments from Prosource Metal Works, LLC in the amount of \$43,650 with a contingency of \$4,350.

Yeas: Burdick, Groff-Blaszak, Hunter, Skaggs, Schwartz, Wessely and Favale – 7
Nays: None.

2025-115. Consider the purchase of winter maintenance road salt.

Deputy City Manager La Fave reviewed the information.

2025-115-A. Burdick-Wessely. To authorize the purchase of winter maintenance road salt.

Yeas: Burdick, Groff-Blaszak, Hunter, Skaggs, Schwartz, Wessely and Favale – 7
Nays: None.

2025-116. Consider proposed revisions to Snow and Ice Guidelines related to Department of Public Works Operations with respect to winter maintenance.

Deputy City Manager La Fave reviewed the information.

Commissioner Groff-Blaszak questioned the wording and wondered if residents were supposed to clear the sidewalks or not. Deputy City Manager La Fave said that residents should clear the sidewalks if the City's clearing is not up to their standards. He also noted that City ordinance says that residents are not required to clear sidewalks.

Commissioner Skaggs thought that rearranging the sentence would make it clearer.

There was more discussion about ways to make it clearer.

2025-116-A. Skaggs-Schwartz. To postpone this item to allow staff an opportunity to revise the language.

Yeas: Burdick, Groff-Blaszak, Hunter, Skaggs, Schwartz, Wessely and Favale – 7
Nays: None.

2025-117. Consider proposed revisions to winter maintenance and sidewalk priority routes.

Deputy City Manager La Fave reviewed the information.

There was discussion about the area and different areas.

2025-117-A. Skaggs-Burdick. To authorize proposed revisions to winter maintenance and sidewalk priority routes.

Yeas: Burdick, Groff-Blaszak, Hunter, Skaggs, Schwartz, Wessely and Favale – 7
Nays: None.

2025-118. Schwartz-Burdick. To approve the consent agenda as follows:

2025-119. Minutes of the regular meeting held August 4, 2025.

2025-120. Disbursement of funds: payroll disbursements of \$325,566.10; county and school disbursements of \$4,583,028.44, and total remaining disbursements of \$1,402,657.24.

2025-121. Communications.

Yeas: Burdick, Groff-Blaszak, Hunter, Skaggs, Schwartz, Wessely and Favale – 7

Nays: None.

The meeting adjourned at 6:58 p.m., subject to the call of the Mayor until September 2, 2025.

Lori A Parmenter, City Clerk

City of East Grand Rapids
 Agenda of the City Commission
 Voucher Run Summary September 2, 2025
 CHECKS #139449-139497 ACH# 710062-710131

11

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount
Fund 101 GENERAL FUND				
Dept 000				
101-000-0950.00	Refund: MR Unapplied Payments	BAXTER JUDITH A	FOIA REFUND	\$ 43.98
		Total For Dept 000		\$ 43.98
Dept 172 CITY MANAGER				
101-172-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$ 109.73
		Total For Dept 172 CITY MANAGER		\$ 109.73
Dept 209 ASSESSOR				
101-209-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$ 87.79
101-209-9570.00	PROFESSIONAL DEVELOPMENT	MID-MI ASSN OF ASSESSING OFFIC	MMAAO SEPT MEETING	\$ 60.00
		Total For Dept 209 ASSESSOR		\$ 147.79
Dept 210 CITY ATTORNEY				
101-210-7080.00	CONTRACTUAL WAGES	VARNUM LLP	LEGAL SVCS/MONTHLY	\$ 17,000.00
101-210-7080.00	CONTRACTUAL WAGES	BLOOM SLUGGETT, PC	CODE ENFORCEMENT	\$ 1,730.50
		Total For Dept 210 CITY ATTORNEY		\$ 18,730.50
Dept 260 FINANCE				
101-260-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$ 153.63
101-260-7410.00	POSTAGE	KENT COMMUNICATIONS INC	POSTAGE	\$ 264.46
101-260-7410.00	POSTAGE	PITNEY BOWES PURCHASE POWER	POSTAGE	\$ 1,009.75
101-260-8010.00	CONTRACTUAL SERVICES	CDW GOVERNMENT INC	IBM SAN MAINT PLAN	\$ 1,662.20
101-260-8010.00	CONTRACTUAL SERVICES	CORPORATE TECHNOLOGIES LLC	SERVER BACKUP SVC	\$ 650.00
101-260-8010.00	CONTRACTUAL SERVICES	MALWAREBYTES CORPORATION	ANTIMALWARE SUBSCRIPTION/ANNUAL	\$ 2,498.00
101-260-9320.00	COMPUTER REPAIR	CDW GOVERNMENT INC	ADAPTERS	\$ 37.68
		Total For Dept 260 FINANCE		\$ 6,275.72
Dept 265 CITY BUILDINGS				
101-265-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$ 175.57
101-265-7400.00	OPERATING SUPPLIES	GRAINGER INC	DOOR SPRING	\$ 29.34

101-265-7400.00	OPERATING SUPPLIES	GRAINGER INC	SUPPLIES	\$	61.93
101-265-7400.00	OPERATING SUPPLIES	GRAINGER INC	PARTS	\$	218.17
101-265-7400.00	OPERATING SUPPLIES	GRAINGER INC	PARTS	\$	377.25
101-265-7400.00	OPERATING SUPPLIES	LOWE'S	LIGHT BULBS	\$	9.04
101-265-7400.00	OPERATING SUPPLIES	LOWE'S	DEPT MINI FRIDGE	\$	280.95
101-265-7400.00	OPERATING SUPPLIES	LOWE'S	HINGE	\$	19.93
101-265-7400.00	OPERATING SUPPLIES	LOWE'S	LIGHT BULBS	\$	26.14
101-265-7400.05	CLEANING SUPPLIES	ACTION CHEMICAL INC	CLEANING/JANITORIAL SUPPLIES	\$	1,194.12
101-265-7400.06	OFFICE SUPPLIES	STAPLES	OFFICE SUPPLIES	\$	39.79
101-265-7400.06	OFFICE SUPPLIES	STAPLES	OFFICE SUPPLIES	\$	55.61
101-265-7400.06	OFFICE SUPPLIES	STAPLES	OFFICE SUPPLIES	\$	62.31
101-265-7400.11	EMPLOYEE SAFETY GEAR	RED WING BUSINESS ADVANTAGE	SAFETY BOOTS	\$	266.39
101-265-7400.11	EMPLOYEE SAFETY GEAR	AD-AMERICA MARKETING GROUP	EMP WINTER GEAR	\$	316.26
101-265-7400.11	EMPLOYEE SAFETY GEAR	AD-AMERICA MARKETING GROUP	UNIFORMS	\$	549.75
101-265-8010.05	HVAC PM AGREEMENT	SEAMAN'S MECHANICAL	HVAC PREVENTATIVE MAINT	\$	734.00
101-265-8010.05	HVAC PM AGREEMENT	SEAMAN'S MECHANICAL	HVAC PREVENTATIVE MAINT	\$	666.25
101-265-8010.05	HVAC PM AGREEMENT	SEAMAN'S MECHANICAL	HVAC PREVENTATIVE MAINT	\$	1,904.00
101-265-8010.05	HVAC PM AGREEMENT	SEAMAN'S MECHANICAL	HVAC PREVENTATIVE MAINT	\$	347.50
101-265-8010.33	WEALTHY POOL	SEAMAN'S MECHANICAL	CHILLER REPAIR	\$	990.00
101-265-8010.35	GENERAL BUILDING/COM CENTER/LIB/OT	KERKSTRA SEPTIC TANK CLEANING	GREASE TRAP CLEANING	\$	250.00
101-265-8010.35	GENERAL BUILDING/COM CENTER/LIB/OT	PLEUNE SERVICE COMPANY INC	A/C REPAIR/PW	\$	219.27
101-265-8010.48	FIRE MONITORING AND LOCK SYSTEMS	EVERON	FIRE MONITORING/DOOR ACCESS	\$	45.51
101-265-8010.48	FIRE MONITORING AND LOCK SYSTEMS	EVERON	FIRE MONITORING/DOOR ACCESS	\$	330.90
101-265-8010.48	FIRE MONITORING AND LOCK SYSTEMS	EVERON	FIRE MONITORING/DOOR ACCESS	\$	277.59
101-265-8040.00	JANITORIAL SERVICE	JO CLEANING SERVICE	CLEANING SERVICES	\$	12,822.00
101-265-9210.00	GAS SERVICE	DTE ENERGY	GAS BILLING-6.21.25-7.23.25	\$	1,733.02
101-265-9220.00	ELECTRIC SERVICE	CONSUMERS ENERGY	ELECTRIC SERVICE-7.1.25-8.12.25	\$	264.04
101-265-9240.00	TELEPHONE SERVICE + CELL	GRAND RAPIDS TECH	SECURITY CAMERA	\$	103.00
101-265-9700.00	CAPITAL EXPENDITURES	GR ELECTRIC INC	LIGHTING CONTROL SYS PROJ	\$	905.00
101-265-9701.00	SMALL CAPITAL	CUSTER WORKPLACE INTERIORS	FURNITURE REPLACEMENT	\$	4,923.76
101-265-9701.00	SMALL CAPITAL	CUSTER WORKPLACE INTERIORS	FURNITURE REPLACEMENT	\$	4,346.78
101-265-9701.00	SMALL CAPITAL	GRAND RAPIDS TECH	CAMERAS/DOG PARK	\$	1,489.27
101-265-9701.00	SMALL CAPITAL	GRAND RAPIDS TECH	CAMERAS/MANHATTAN PARK	\$	3,811.00
		Total For Dept 265 CITY BUILDINGS		\$	39,845.44
Dept 345 PUBLIC SAFETY					
101-345-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	6,013.38
101-345-7400.01	UNIFORMS	SUN BADGE CO	BADGES	\$	558.00
101-345-7400.01	UNIFORMS	ON DUTY GEAR LLC	UNIFORMS	\$	240.00

101-345-7400.01	UNIFORMS	ON DUTY GEAR LLC	UNIFORMS	\$	465.00
101-345-7400.01	UNIFORMS	ON DUTY GEAR LLC	UNIFORMS	\$	967.88
101-345-7400.01	UNIFORMS	ON DUTY GEAR LLC	UNIFORMS	\$	2,008.63
101-345-7400.09	POLICE EQUIPMENT	LIFELOC TECHNOLOGIES INC	PORT BREATH TESTER X3	\$	1,676.00
101-345-8010.00	CONTRACTUAL SERVICES	FIFER INVESTIGATIONS LLC	BACKGROUND INVESTIGATION	\$	1,275.00
101-345-8010.00	CONTRACTUAL SERVICES	SHELDON CLEANERS INC	PUBLIC SAFETY DRY CLEANING-JULY	\$	253.70
101-345-8010.00	CONTRACTUAL SERVICES	COREWELL HEALTH W CLIENT BILL	BLOOD DRAW/CRAIG,K & HUERTATOLEDO, R	\$	50.00
101-345-9300.00	REPAIRS & MAINTENANCE	FLYING DUTCHMAN FLAGS	FLAG REPAIR	\$	60.00
Total For Dept 345 PUBLIC SAFETY				\$	13,567.59

Dept 346 PUBLIC SAFETY STATE PROGRAMS

101-346-9580.00	ST TRNG GRANT-POLICE / PA302	MICHIGAN AMMO LLC	AMMO/TRAINING	\$	1,780.00
Total For Dept 346 PUBLIC SAFETY STATE PROGRAMS				\$	1,780.00

Dept 371 ZONING ADMINISTRATION

101-371-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	131.68
101-371-8010.00	CONTRACTUAL SERVICES	APEX SOFTWARE	ZONING SKETCH SOFTWARE	\$	580.00
Total For Dept 371 ZONING ADMINISTRATION				\$	711.68

Dept 448 STREET LIGHTING

101-448-9220.00	ELECTRIC SERVICE	CONSUMERS ENERGY	ELECTRIC SERVICE-7.1.25-8.12.25	\$	7,627.14
101-448-9701.00	SMALL CAPITAL	GRAYBAR ELECTRIC CO INC	STREETLIGHTS	\$	3,739.61
Total For Dept 448 STREET LIGHTING				\$	11,366.75

Dept 485 GASLIGHT VILLAGE BUSINESS DISTRICT

101-485-9210.00	GAS SERVICE	DTE ENERGY	GAS BILLING-6.21.25-7.23.25	\$	21.77
101-485-9220.00	ELECTRIC SERVICE	CONSUMERS ENERGY	ELECTRIC SERVICE-7.1.25-8.12.25	\$	78.59
Total For Dept 485 GASLIGHT VILLAGE BUSINESS DISTRICT				\$	100.36

Dept 528 YARD WASTE COLLECTION/REFUSE/COMPOST

101-528-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	724.24
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE	\$	500.00
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE	\$	500.00
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE	\$	500.00
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE	\$	500.00
Total For Dept 528 YARD WASTE COLLECTION/REFUSE/COMPOST				\$	2,724.24

Dept 601 RECREATION REVENUE

101-601-6112.00	POOL PROGRAM FEES	CHRISTINA LIMKE	REFUND/PARKS CREDIT	\$	13.75
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101-601-6113.00	REC SPORTS FEES	RYAN VANDERMEER	REFUND/PARKS CREDIT	\$	251.00
101-601-6113.00	REC SPORTS FEES	AMANDA MIEDEMA	REFUND/PARKS CREDIT	\$	14.50
		Total For Dept 601 RECREATION REVENUE		\$	279.25
Dept 621 LAKE TREATMENT					
101-621-8010.10	LAKE SAMPLING/TREATMENT	PLM LAKE & LAND MANAGEMENT C REEDS LAKE TREATMENT		\$	1,115.55
		Total For Dept 621 LAKE TREATMENT		\$	1,115.55
Dept 751 RECREATION					
101-751-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	87.79
101-751-8010.00	CONTRACTUAL SERVICES	CIVICPLUS	REC 1 SOFTWARE/JULY	\$	1,010.42
		Total For Dept 751 RECREATION		\$	1,098.21
Dept 756 POOL PROGRAMS					
101-756-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	153.63
101-756-7400.00	OPERATING SUPPLIES	LESLIE'S POOL SUPPLIES INC	WP CHEMICALS	\$	25.88
101-756-8010.00	CONTRACTUAL SERVICES	PREIN & NEWHOF	WATER TESTING/W POOL	\$	20.00
101-756-9210.00	GAS SERVICE	DTE ENERGY	GAS BILLING-W POOL	\$	373.03
		Total For Dept 756 POOL PROGRAMS		\$	572.54
Dept 771 TREE MAINTENANCE AND REMOVAL					
101-771-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	197.52
101-771-8060.00	TREE TRIMMING & REMOVAL	H A IRISH TREE SERVICE	TREE REMOVAL/2065 WEALTHY	\$	400.00
101-771-8060.00	TREE TRIMMING & REMOVAL	H A IRISH TREE SERVICE	TREE REMOVAL/1016 SAN JUAN	\$	2,500.00
101-771-8060.00	TREE TRIMMING & REMOVAL	H A IRISH TREE SERVICE	TREE REMOVAL/1016 SAN JUAN TRIM	\$	3,000.00
101-771-8060.00	TREE TRIMMING & REMOVAL	H A IRISH TREE SERVICE	TREE REMOVAL/1129 LAKEGROVE	\$	1,700.00
		Total For Dept 771 TREE MAINTENANCE AND REMOVAL		\$	7,797.52
Dept 775 SPECIAL EVENTS					
101-775-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	21.95
101-775-7400.00	OPERATING SUPPLIES	DEBORAH BELL	FACE PAINTING/CONCERTS	\$	150.00
		Total For Dept 775 SPECIAL EVENTS		\$	171.95
Dept 777 RECREATION PROGRAMMING					
101-777-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	219.47
101-777-7400.00	OPERATING SUPPLIES	SHANNON FAUBLE	MERMAID CAMP SUPPLIES	\$	59.88
101-777-7400.00	OPERATING SUPPLIES	BRETT FOSTER	REIMB/FOOTBALL SLED	\$	150.00
101-777-7400.00	OPERATING SUPPLIES	ANNIE VANDENBERG	REIMB/FAIRY CAMP SUPPLIES	\$	149.44
101-777-8010.00	CONTRACTUAL SERVICES	HEARTBEAT LLC	BABYSITTING CLASS/AUG 25	\$	910.00

101-777-8010.00	CONTRACTUAL SERVICES	N&N EXOTIC RESCUE LLC	REPTILE PRESENTATION	\$	160.00
101-777-8010.00	CONTRACTUAL SERVICES	PIATT BRICKZ LLC	BRICKS 4 KIDZ	\$	1,045.00
		Total For Dept 777 RECREATION PROGRAMMING		\$	2,693.79

Dept 778 GROUNDS MAINTENANCE

101-778-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	373.09
101-778-7400.00	OPERATING SUPPLIES	ECO GREEN SUPPLY	TURF SUPPLIES	\$	1,910.43
101-778-7400.00	OPERATING SUPPLIES	US SPECIALTY COATINGS INC	FIELD MARKING PAINT	\$	411.76
101-778-8010.00	CONTRACTUAL SERVICES	GREENLINE SPORTS TURF SOLUTIC	PAINTING CONTRACTOR	\$	775.00
		Total For Dept 778 GROUNDS MAINTENANCE		\$	3,470.28

Dept 779 RECREATION SPORTS

101-779-7080.00	CONTRACTUAL WAGES	NOE BERNARDINO	SOCCER OFFICIAL	\$	150.00
101-779-7080.00	CONTRACTUAL WAGES	MICHELLE CHENLO	SOCCER OFFICIAL	\$	150.00
101-779-7080.00	CONTRACTUAL WAGES	EDUARDO PEREZ CHAGOYA	SOCCER OFFICIAL	\$	150.00
101-779-7080.00	CONTRACTUAL WAGES	PORFIDIO R CABALLERO MEZA	SOCCER OFFICIAL	\$	150.00
101-779-7080.00	CONTRACTUAL WAGES	GENOVEVO RANGEL	SOCCER OFFICIAL	\$	450.00
101-779-7080.00	CONTRACTUAL WAGES	EDVIN R RODAS LOPEZ	SOCCER OFFICIAL	\$	300.00
101-779-7080.00	CONTRACTUAL WAGES	ENRIQUE SOLIS	SOCCER OFFICIAL	\$	150.00
101-779-7080.00	CONTRACTUAL WAGES	NARA SUNUWAR	SOCCER OFFICIAL	\$	150.00
101-779-7080.00	CONTRACTUAL WAGES	FERNANDO VILLAGOMEZ	SOCCER OFFICIAL	\$	150.00
101-779-7080.00	CONTRACTUAL WAGES	LINO ZAMORA GARCIA	SOCCER OFFICIAL	\$	150.00
101-779-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	153.63
101-779-7400.00	OPERATING SUPPLIES	TH BRANDS	ADULT SOFTBALL AWARDS	\$	305.00
101-779-7400.00	OPERATING SUPPLIES	PAMELA E SLATER	REIMB/YOUTH FOOTBALL JERSEYS	\$	97.52
101-779-8010.00	CONTRACTUAL SERVICES	EAST GRAND RAPIDS CREW	CREW CAMP/2025	\$	1,220.50
		Total For Dept 779 RECREATION SPORTS		\$	3,726.65

Dept 781 MIDDLE SCHOOL SPORTS

101-781-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	131.68
		Total For Dept 781 MIDDLE SCHOOL SPORTS		\$	131.68

Dept 783 AQUATIC CLUB (WAVES)

101-783-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	43.89
101-783-7400.00	OPERATING SUPPLIES	LESLIE'S POOL SUPPLIES INC	WP CHEMICALS	\$	9.59
101-783-9210.00	GAS SERVICE	DTE ENERGY	GAS BILLING-W POOL	\$	137.99
		Total For Dept 783 AQUATIC CLUB (WAVES)		\$	191.47

Total For Fund 101 GENERAL FUND				\$	116,652.67
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Fund 202 MAJOR STREET FUND

Dept 447 CITY ENGINEERING

202-447-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	231.38
202-447-8010.00	CONTRACTUAL SERVICES	HALVERSON ENGINEERING LLC	SURVEY/CAMBRIDGE	\$	2,117.50
202-447-8010.00	CONTRACTUAL SERVICES	HALVERSON ENGINEERING LLC	ENGINEERING SERVICES	\$	981.75
Total For Dept 447 CITY ENGINEERING				\$	3,330.63

Dept 451 STREET CONSTRUCTION

202-451-9730.00	STREET CONSTRUCTION EXPENSE	MOORE & BRUGGINK INC	PLYMOUTH RD PROJECT	\$	41,408.36
Total For Dept 451 STREET CONSTRUCTION				\$	41,408.36

Dept 463 ROUTINE MAINTENANCE

202-463-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	287.82
202-463-7400.11	EMPLOYEE SAFETY GEAR	RED WING BUSINESS ADVANTAGE	SAFETY BOOTS	\$	266.39
202-463-7400.11	EMPLOYEE SAFETY GEAR	AD-AMERICA MARKETING GROUP	EMP WINTER GEAR	\$	316.29
202-463-7400.11	EMPLOYEE SAFETY GEAR	AD-AMERICA MARKETING GROUP	UNIFORMS	\$	549.75
202-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO I	ASPHALT/POTHOLE PATCHING	\$	54.72
202-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO I	ASPHALT/POTHOLE PATCHING	\$	468.72
202-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO I	ASPHALT/POTHOLE PATCHING	\$	687.60
202-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO I	ASPHALT/POTHOLE PATCHING	\$	612.36
202-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO I	ASPHALT/POTHOLE PATCHING	\$	1,382.66
202-463-7400.27	MISC MATERIALS AND TOOLS	HAMMERSMITH EQUIPMENT CO IN	TOOLS /ASPHALT	\$	694.45
Total For Dept 463 ROUTINE MAINTENANCE				\$	5,320.76

Dept 474 TRAFFIC SERVICES

202-474-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	14.11
202-474-7400.00	OPERATING SUPPLIES	TRAFFIC LOGIX CORP	RSFS/CHIP ANTENNA REPL	\$	815.00
202-474-7400.14	SIGNS, POSTS, BARRICADES	LOWE'S	GASLIGHT VILL SIGN	\$	78.37
202-474-8010.12	GR, KENT CNTY, CONSUMERS, SIGNALS	CONSUMERS ENERGY	ELECTRIC SERVICE-7.1.25-8.12.25	\$	1,139.92
202-474-8010.13	PAVEMENT MARKINGS	MICHIGAN PAVEMENT MARKINGS I	PAVEMENT MARKING REFRESH	\$	52,887.83
Total For Dept 474 TRAFFIC SERVICES				\$	54,935.23

Dept 478 WINTER MAINTENANCE

202-478-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	564.35
Total For Dept 478 WINTER MAINTENANCE				\$	564.35

Dept 483 STREET ADMINISTRATION

202-483-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	31.04
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Total For Dept 483 STREET ADMINISTRATION	\$ 31.04
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Total For Fund 202 MAJOR STREET FUND	\$ 105,590.37
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Fund 203 LOCAL STREET FUND

Dept 447 CITY ENGINEERING

203-447-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$ 231.38
203-447-8010.00	CONTRACTUAL SERVICES	HALVERSON ENGINEERING LLC	SURVEY/CAMBRIDGE	\$ 2,117.50
203-447-8010.00	CONTRACTUAL SERVICES	HALVERSON ENGINEERING LLC	ENGINEERING SERVICES	\$ 981.75
Total For Dept 447 CITY ENGINEERING				\$ 3,330.63

Dept 451 STREET CONSTRUCTION

203-451-9730.00	STREET CONSTRUCTION EXPENSE	STRAWSER CONSTRUCTION INC	PAVEMENT PRESERVATION/CAPE SEALS	\$ 316,433.60
Total For Dept 451 STREET CONSTRUCTION				\$ 316,433.60

Dept 463 ROUTINE MAINTENANCE

203-463-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$ 287.82
203-463-7400.11	EMPLOYEE SAFETY GEAR	RED WING BUSINESS ADVANTAGE	SAFETY BOOTS	\$ 266.39
203-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO I	ASPHALT/POTHOLE PATCHING	\$ 54.72
203-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO I	ASPHALT/POTHOLE PATCHING	\$ 468.72
203-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO I	ASPHALT/POTHOLE PATCHING	\$ 687.60
203-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO I	ASPHALT/POTHOLE PATCHING	\$ 612.36
203-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO I	ASPHALT/POTHOLE PATCHING	\$ 1,382.86
203-463-7400.27	MISC. MATERIALS AND TOOLS	HAMMERSMITH EQUIPMENT CO IN	TOOLS /ASPHALT	\$ 694.45
203-463-7400.27	MISC. MATERIALS AND TOOLS	AD-AMERICA MARKETING GROUP	EMP WINTER GEAR	\$ 316.26
203-463-7400.27	MISC. MATERIALS AND TOOLS	AD-AMERICA MARKETING GROUP	UNIFORMS	\$ 549.75
203-463-7400.27	MISC. MATERIALS AND TOOLS	LOWE'S	GRASS SEED/RESTORATIONS	\$ 126.88
203-463-7400.27	MISC. MATERIALS AND TOOLS	TRAFFIC LOGIX CORP	TEMP RUBBER SPEED HUMPS	\$ 4,935.00
203-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	TREE DAMAGED SIDEWALK	\$ 2,200.00
203-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	SIDEWALK/TRIP HAZARD	\$ 3,800.00
203-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	SIDEWALK/VARIOUS	\$ 4,864.00
203-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	WATERMAIN CIPP CURB	\$ 1,025.00
203-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	DRIVEWAY REMOVE	\$ 3,840.00
203-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	WATERMAIN LSL IDEN CONCRETE	\$ 2,900.00
203-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	WATERMAIN LSL IDEN CONCRETE	\$ 2,500.00
203-463-8010.00	CONTRACTUAL SERVICES	SUPERIOR ASPHALT INC	WOODLAWN SPEED CUSHIONS/REPL	\$ 900.00
Total For Dept 463 ROUTINE MAINTENANCE				\$ 32,411.81

Dept 474 TRAFFIC SERVICES

203-474-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	14.11
203-474-7400.15	ROAD PAINT-CURB/STRIPING	SHERWIN WILLIAMS CO	ROAD PAINT/CURBS	\$	868.50
203-474-7400.15	ROAD PAINT-CURB/STRIPING	SHERWIN WILLIAMS CO	ROAD PAINT/CURBS	\$	868.50
		Total For Dept 474 TRAFFIC SERVICES		\$	1,751.11
Dept 478 WINTER MAINTENANCE					
203-478-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	564.35
		Total For Dept 478 WINTER MAINTENANCE		\$	564.35
Dept 483 STREET ADMINISTRATION					
203-483-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	31.04
		Total For Dept 483 STREET ADMINISTRATION		\$	31.04
		Total For Fund 203 LOCAL STREET FUND		\$	354,522.54
Fund 204 MUNICIPAL STREET FUND					
Dept 444 SIDEWALKS					
204-444-9350.02	NEW SIDEWALKS EXP	PREIN & NEWHOF	SAFE RDS TO SCHOOL/NEPA	\$	8,800.70
204-444-9350.04	SIDEWALK REPAIR PROGRAM	PREIN & NEWHOF	ROBINSON/CASCADE RD PROJ	\$	4,394.55
		Total For Dept 444 SIDEWALKS		\$	13,195.25
		Total For Fund 204 MUNICIPAL STREET FUND		\$	13,195.25
Fund 308 PARKS MILLAGE DEBT SERVICE					
Dept 905 DEBT SERVICE					
308-905-9920.00	INTEREST ON NOTES	US BANK	PARKS DEBT INTEREST/SEMI-ANN	\$	70,500.00
		Total For Dept 905 DEBT SERVICE		\$	70,500.00
		Total For Fund 308 PARKS MILLAGE DEBT SERVICE		\$	70,500.00
Fund 372 MUNICIPAL COMPLEX DEBT SERVICE					
Dept 905 DEBT SERVICE					
372-905-9920.00	INTEREST ON NOTES	US BANK	INT BOND COMPLEX/SEMI-ANN	\$	68,175.00
		Total For Dept 905 DEBT SERVICE		\$	68,175.00
		Total For Fund 372 MUNICIPAL COMPLEX DEBT SERVICE		\$	68,175.00
Fund 408 PARKS CAPITAL PROJECT FUND					

Dept 788 PARKS MANHATTAN PROJECT MILLAGE

408-788-9700.00	CAPITAL EXPENDITURES	GLOBAL EQUIPMENT CO	MANHATTAN PK TABLES	\$	3,465.99
408-788-9700.00	CAPITAL EXPENDITURES	KATERBERG-VERHAGE INC	MP CONSTRUCTION #9	\$	209,158.20
Total For Dept 788 PARKS MANHATTAN PROJECT MILLAGE				\$	212,624.19

Total For Fund 408 PARKS CAPITAL PROJECT FUND	\$	212,624.19
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Fund 592 WATER & SEWER FUND

Dept 000

592-000-0180.00	Water, Residential	DEKOKER, JULIE	UB refund for account: ARGE-002130-0000-	\$	15.82
592-000-0180.00	Water, Residential	WIDEMAN, KAITLIN	UB refund for account: LSID-001148-0000-	\$	7.89
592-000-0180.00	Water, Residential	QWEST PROPERTY MANAGEMENT	UB refund for account: ELAW-001448-0000-	\$	82.72
Total For Dept 000				\$	106.43

Dept 447 CITY ENGINEERING

592-447-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	28.22
Total For Dept 447 CITY ENGINEERING				\$	28.22

Dept 542 MAINS AND HYDRANTS

592-542-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	713.90
592-542-7400.00	OPERATING SUPPLIES	SAM HELMRICK	FLIERS SPRINKLER REPAIR	\$	129.03
592-542-7400.11	EMPLOYEE SAFETY GEAR	RED WING BUSINESS ADVANTAGE	SAFETY BOOTS	\$	266.40
592-542-7400.11	EMPLOYEE SAFETY GEAR	AD-AMERICA MARKETING GROUP	EMP WINTER GEAR	\$	316.26
592-542-7400.11	EMPLOYEE SAFETY GEAR	AD-AMERICA MARKETING GROUP	UNIFORMS	\$	549.75
592-542-7400.18	WATER MAIN MTRL AND ACCES	ETNA SUPPLY COMPANY	WATER MTR PARTS	\$	655.00
592-542-7400.18	WATER MAIN MTRL AND ACCES	ETNA SUPPLY COMPANY	HYDRAULIC W-10 WATERSTOP PLUG	\$	532.00
592-542-7400.18	WATER MAIN MTRL AND ACCES	LOWE'S	FRIDGE FOR SAMPLES	\$	135.81
592-542-7400.19	SAND	GRAND RAPIDS GRAVEL COMPANY	SAND/GRAVEL WATER	\$	120.50
592-542-7400.20	GRAVEL	GRAND RAPIDS GRAVEL COMPANY	SAND/GRAVEL WATER	\$	120.51
592-542-7400.23	STAKING, SAMPLES, SMALL EQUIP, MISC	HAMMERSMITH EQUIPMENT CO	IN MISC TOOL	\$	313.00
592-542-8010.00	CONTRACTUAL SERVICES	AMERICAN LEAK DETECTION	LEAK DETECTION/GROTON	\$	650.00
592-542-8010.00	CONTRACTUAL SERVICES	HYDROCORP	CROSS CONNECTION CONTROL PROG	\$	380.00
592-542-8010.00	CONTRACTUAL SERVICES	HALVERSON ENGINEERING LLC	ENGINEERING SERVICES	\$	252.00
592-542-8010.00	CONTRACTUAL SERVICES	SEAMAN'S MECHANICAL	CHILLER REPAIR	\$	356.50
592-542-8170.00	BULK SUPPLY - WATER	GRAND RAPIDS CITY TREASURER	W/S SERVICES-6.22.25-7.25.25	\$	150,021.56
592-542-9700.00	CAPITAL EXPENDITURES	FER-PAL CONSTRUCTION USA LLC	WATERMAIN CIPP	\$	480,095.00
Total For Dept 542 MAINS AND HYDRANTS				\$	635,607.22

Dept 543 METERS

592-543-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	62.08
592-543-9700.00	CAPITAL EXPENDITURES	FERGUSON ENTERPRISES	METER CAPITAL	\$	4,630.45
		Total For Dept 543 METERS		\$	4,692.53

Dept 545 METER READING AND COLLECTING

592-545-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	16.93
592-545-7400.00	OPERATING SUPPLIES	GRAND RAPIDS CITY TREASURER	W/S SERVICES-6.22.25-7.25.25	\$	5,810.00
592-545-8010.00	CONTRACTUAL SERVICES	BADGER METER	CELLULAR METER UNITS	\$	49.53
592-545-8010.00	CONTRACTUAL SERVICES	HALVERSON ENGINEERING LLC	WATER METER READS/JULY	\$	5,012.80
		Total For Dept 545 METER READING AND COLLECTING		\$	10,889.26

Dept 550 SEWER EXPENDITURES

592-550-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	307.57
592-550-7400.11	EMPLOYEE SAFETY GEAR	RED WING BUSINESS ADVANTAGE	SAFETY BOOTS	\$	266.39
592-550-8010.00	CONTRACTUAL SERVICES	PLUMMERS DISPOSAL	TV SEWER LINES/1410 WOODCLIFF	\$	570.00
592-550-8175.00	BULK SUPPLY - SEWER	GRAND RAPIDS CITY TREASURER	W/S SERVICES-6.22.25-7.25.25	\$	70,492.86
592-550-9210.00	GAS SERVICE	DTE ENERGY	GAS BILLING-6.21.25-7.23.25	\$	26.88
592-550-9220.00	ELECTRIC SERVICE	CONSUMERS ENERGY	ELECTRIC SERVICE-7.1.25-8.12.25	\$	2,791.03
592-550-9700.13	SANITARY SEWER RELINING	CORBY ENERGY SERVICES INC	KPI/DTE PATCH REPAIR	\$	6,480.00
		Total For Dept 550 SEWER EXPENDITURES		\$	80,934.73

Total For Fund 592 WATER & SEWER FUND \$ 732,258.39

Fund 677 HEALTH CARE FUND

Dept 852 HEALTH CARE ADMINISTRATION

677-852-8010.00	CONTRACTUAL SERVICES	FIRST STOP HEALTH	TELEHEALTH/SEPT	\$	739.20
		Total For Dept 852 HEALTH CARE ADMINISTRATION		\$	739.20

Total For Fund 677 HEALTH CARE FUND \$ 739.20

Fund 692 MOTOR EQUIPMENT REVOLVING FUND

Dept 570 MOTOR EQUIPMENT EXPENDITURES

692-570-7160.00	WORKERS' COMPENSATION INS	MML WORKERS COMP FUND	WC QTRLY PREMIUMS	\$	376.23
692-570-7540.00	OP. SUP - PARTS	BORGMAN FORD SALES INC	#203/209 PARTS	\$	179.78
692-570-7540.00	OP. SUP - PARTS	BORGMAN FORD SALES INC	DOOR/#203	\$	40.71
692-570-7540.00	OP. SUP - PARTS	NAPA AUTO PARTS	AIR FILTERS	\$	60.60
692-570-7540.00	OP. SUP - PARTS	NAPA AUTO PARTS	AIR FILTERS/OIL FILTER	\$	74.10
692-570-7540.00	OP. SUP - PARTS	NAPA AUTO PARTS	HOSE FITTINGS/STOCK	\$	44.05
692-570-7540.00	OP. SUP - PARTS	NAPA AUTO PARTS	CONCRETE SAW	\$	7.28

692-570-7540.00	OP. SUP - PARTS	WELLER AUTO PARTS INC	PARTS/#140	\$	80.00
692-570-7540.00	OP. SUP - PARTS	MACQUEEN	#151 PARTS	\$	467.97
692-570-7540.00	OP. SUP - PARTS	WEST MICHIGAN INTERNATIONAL	#140	\$	716.68
692-570-7540.00	OP. SUP - PARTS	WEST MICHIGAN INTERNATIONAL	#140 PARTS	\$	38.25
692-570-7540.00	OP. SUP - PARTS	WEST MICHIGAN INTERNATIONAL	CREDIT/#140	\$	(450.00)
692-570-7540.00	OP. SUP - PARTS	WEST MICHIGAN INTERNATIONAL	#140/CREDIT	\$	(178.50)
692-570-7540.00	OP. SUP - PARTS	WEST MICHIGAN INTERNATIONAL	\$140 PARTS	\$	304.75
692-570-7540.00	OP. SUP - PARTS	WEST MICHIGAN INTERNATIONAL	#141 PART	\$	230.37
692-570-7540.00	OP. SUP - PARTS	WEST MICHIGAN INTERNATIONAL	#141 PARTS	\$	900.13
692-570-7540.00	OP. SUP - PARTS	WEST MICHIGAN INTERNATIONAL	#141 PARTS	\$	2,820.91
692-570-7540.00	OP. SUP - PARTS	WEST MICHIGAN INTERNATIONAL	#141 PARTS	\$	566.39
692-570-7540.00	OP. SUP - PARTS	WEST MICHIGAN INTERNATIONAL	#141/CREDIT	\$	(556.19)
692-570-7540.00	OP. SUP - PARTS	WEST MICHIGAN INTERNATIONAL	#141 PARTS	\$	58.38
692-570-7540.00	OP. SUP - PARTS	WEST MICHIGAN INTERNATIONAL	CREDIT	\$	(900.00)
692-570-7560.00	OP. SUP - SM. TOOLS	NAPA AUTO PARTS	MECHANIC TOOLS	\$	46.62
692-570-7560.00	OP. SUP - SM. TOOLS	NAPA AUTO PARTS	SHOP TOOLS	\$	12.60
692-570-7560.00	OP. SUP - SM. TOOLS	NAPA AUTO PARTS	SHOP TOOLS	\$	204.99
692-570-7560.00	OP. SUP - SM. TOOLS	NAPA AUTO PARTS	SHOP TOOLS	\$	44.97
692-570-7560.00	OP. SUP - SM. TOOLS	NAPA AUTO PARTS	COOLING SYSTEM DRAIN TOOL	\$	78.81
692-570-7560.00	OP. SUP - SM. TOOLS	NAPA AUTO PARTS	CREDIT/INV 345679	\$	(58.82)
692-570-7560.00	OP. SUP - SM. TOOLS	NAPA AUTO PARTS	MECHANIC TOOLS	\$	99.98
692-570-7560.00	OP. SUP - SM. TOOLS	SNAP-ON INDUSTRIAL	MECH TOOLS	\$	413.85
692-570-7560.00	OP. SUP - SM. TOOLS	STATE INSTALLATION & SERVICE	MECH TOOL	\$	206.50
692-570-7590.00	OP. SUP - GARAGE	NAPA AUTO PARTS	SHOP SUPPLIES	\$	18.98
692-570-7590.00	OP. SUP - GARAGE	NAPA AUTO PARTS	SHOP SUPPLIES	\$	128.86
692-570-7590.00	OP. SUP - GARAGE	NAPA AUTO PARTS	TORCH/BUTANE	\$	110.21
692-570-7620.00	OP. SUP - UL GAS	FLYERS ENERGY LLC	FUEL PURCHASE/PS	\$	141.99
692-570-7620.00	OP. SUP - UL GAS	VMJH, LLC	FUEL/CITY VEHICLES	\$	1,605.15
692-570-7620.00	OP. SUP - UL GAS	VMJH, LLC	FUEL/CITY VEHICLES	\$	1,249.72
692-570-7620.00	OP. SUP - UL GAS	VMJH, LLC	FUEL/MONTHLY	\$	56.64
692-570-7630.00	OP. SUP - DIESEL FUEL	VMJH, LLC	FUEL/CITY VEHICLES	\$	990.61
692-570-7630.00	OP. SUP - DIESEL FUEL	VMJH, LLC	FUEL/MONTHLY	\$	56.64
692-570-8010.00	CONTRACTUAL SERVICES	VERIZON CONNECT	GPS UNITS/ACCT#100000161949	\$	269.68
		Total For Dept 570 MOTOR EQUIPMENT EXPENDITURES		\$	10,559.87
		Total For Fund 692 MOTOR EQUIPMENT REVOLVING FUND		\$	10,559.87

Fund 701 TAX FUND
Dept 000

701-000-2181.00	DUE TO SET	KENT COUNTY TREASURER	CUR TAX 8.1.25-8.15.25	\$ 4,641,388.39
701-000-2183.00	TAX PENALTIES DUE TO SET	KENT COUNTY TREASURER	CUR TAX 8.1.25-8.15.25	\$ 326.27
701-000-2191.00	DUE TO ITP	INTERURBAN TRANSIT PARTNERS	CUR TAX 8.1.25-8.15.25	\$ 1,068,960.14
701-000-2193.00	TAX PENALTIES DUE TO ITP	INTERURBAN TRANSIT PARTNERS	CUR TAX 8.1.25-8.15.25	\$ 75.14
701-000-2221.00	DUE TO COUNTY	KENT COUNTY TREASURER	CUR TAX 8.1.25-8.15.25	\$ 3,141,458.41
701-000-2223.00	TAX PENALTIES DUE TO COUNTY	KENT COUNTY TREASURER	CUR TAX 8.1.25-8.15.25	\$ 220.79
701-000-2251.00	DUE TO EGR PUBLIC SCHOOLS	EGR PUBLIC SCHOOLS	CUR TAX 8.1.25-8.15.25	\$ 10,333,978.09
701-000-2253.00	TAX PENALTIES DUE TO EGRPS	EGR PUBLIC SCHOOLS	CUR TAX 8.1.25-8.15.25	\$ 704.80
701-000-2341.00	DUE TO KISD	KENT INTERMEDIATE SCHOOL DIS	CUR TAX 8.1.25-8.15.25	\$ 4,140,261.98
701-000-2343.00	TAX PENALTIES DUE TO KISD	KENT INTERMEDIATE SCHOOL DIS	CUR TAX 8.1.25-8.15.25	\$ 291.00
701-000-2351.00	DUE TO GRCC	GRAND RAPIDS COMMUNITY COLL	CUR TAX 8.1.25-8.15.25	\$ 1,299,203.41
701-000-2353.00	TAX PENALTIES DUE TO GRCC	GRAND RAPIDS COMMUNITY COLL	CUR TAX 8.1.25-8.15.25	\$ 91.33
701-000-2750.00	DUE TO TAXPAYERS	TOWNER PAUL J II	2025 Sum Tax Refund 41-18-04-431-002	\$ 8,000.24
701-000-2750.00	DUE TO TAXPAYERS	ORANGE GORDON L	TAX REFUND 41-18-03-152-015/EXEMPT	\$ 3,668.98
701-000-2750.00	DUE TO TAXPAYERS	TRYAN CAPITAL	REF TAX OVRPMT/41-14-33-152-002	\$ 9,762.54
		Total For Dept 000		<u>\$ 24,648,391.51</u>

Total For Fund 701 TAX FUND \$ 24,648,391.51

Fund Totals:

Fund 101 GENERAL FUND	\$ 116,652.67
Fund 202 MAJOR STREET FUND	\$ 105,590.37
Fund 203 LOCAL STREET FUND	\$ 354,522.54
Fund 204 MUNICIPAL STREET FUND	\$ 13,195.25
Fund 308 PARKS MILLAGE DEBT SERVICE	\$ 70,500.00
Fund 372 MUNICIPAL COMPLEX DEBT SERVICE	\$ 68,175.00
Fund 408 PARKS CAPITAL PROJECT FUND	\$ 212,624.19
Fund 592 WATER & SEWER FUND	\$ 732,258.39
Fund 677 HEALTH CARE FUND	\$ 739.20
Fund 692 MOTOR EQUIPMENT REVOLVING FUND	\$ 10,559.87
Fund 701 TAX FUND	\$ 24,648,391.51

Total For All Funds: \$ 26,333,208.99

City of East Grand Rapids
Agenda of the City Commission
Voucher Run Summary September 2, 2025
CHECKS #139449-139497 ACH# 710062-710131

Finance Cmte Date	Commission Member	Voucher Total	Approval Signatures:		
9/2/2025	Laura Schwartz	\$26,333,208.99			
	Brad Hunter				
	Ryan Burdick				
Alternate:					
Alternate:					



SHEA CHARLES
CITY MANAGER

CITY OF
EAST GRAND RAPIDS

12

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

(616) 940-4817

www.eastgr.org

MEMORANDUM

TO: Honorable Mayor and City Commissioners
FROM: Shea Charles, City Manager
DATE: August 27, 2025

RE: Kent County Dispatch Authority Board Appointment

Action Requested: That the City Commission consider appointing East Grand Rapids City Manager Shea Charles to the Kent County Dispatch Authority.

Background: The City of East Grand Rapids is part of the Kent County Dispatch Authority (KCDA), which was established in 2006. The City of East Grand Rapids has a seat as a Participating Agency on the Board. Retired Public Safety Director Mark Herald was on the Board for a number of years, including serving as Chair for the last few. When Director Herald retired the KCDA requested he stay on the Board as they were in the middle of various matters that his history and knowledge were useful. This summer he formally left the KCDA Board, and the seat is now vacant. KCDA has asked that I join the Board as they like to have a balanced representation of public safety leadership and municipal management leadership.

Information on the KCDA can be found at www.kent911.org.

Shea Charles, City Manager

**EAST GRAND RAPIDS
PARKS & RECREATION COMMISSION MEETING
EGR COMMUNITY CENTER
COMMISSION CHAMBERS
6:00 PM
Monday June 23, 2025**

The regular meeting of the Parks and Recreation Commission was held in the City Commission Chambers in the East Grand Rapids Community Center.

Nick Abraham called the meeting to order at 6:00 pm.

Present in Person: Nick Abraham, Michelle Brown, Ryan Burdick, Larry Fisher, Lauren Jacoby, Layla Kuhl and Lan Le

Absent: Todd Bell and Patrick Parkes

Also Present: City Manager Shea Charles, Parks and Recreation Director, Derek Melville and Sara Coffey

Guests: None

Public Comment:

None

Report of Commissioners:

Layla Kuhl – Reported that the EGR Schools have a new bond series to keep the construction planning underway. This is a contract year and an agreement was made with the Teachers Association.

Larry Fisher – Looking for volunteers for the 4th of July Trailblazer Run.

Michelle Brown – Gave lots of kudos to the Parks and Recreation Department for activities. Her husband and daughter had a great time at the Sweetheart Dance but would appreciate it being earlier in the year (March or April). Soccer and trails are great. Has spent quite a bit of time on the trails and is thankful for the removal of trees that she reports on the trails.

Ryan Burdick – Reported that the City Commission approved the sound dampening screens for the pickle ball courts and that there was talk about having cameras on the courts so people can see if the courts are in use before they get to the park.

Nick Abraham, Lauren Jacoby and Lan Le – Nothing.

Review of minutes:

Minutes of April 28, 2025 Parks and Recreation Commission meeting were presented for approval.

MOTION to approve: Fisher

SUPPORT: Burdick

YES: Abraham, Brown, Burdick, Fisher, Jacoby, Kuhl and Le (7)

NO: (0)

MINUTES APPROVED

Special Event Calendar – FYI

Consider request to amend Special Events Permits:

Consider request to approve Special Event Permits:

a. 2026 Winterfest at Manhattan Park

The East Grand Rapids Community Foundation has submitted this permit request. The request was originally presented at the April 2025, meeting but was deferred until this meeting when more commissioners would be present to vote.

The Community Foundation would like to promote families getting outside. They are looking at February 7, 2026, from mid-morning to mid-afternoon for the event. There would be a warming tent and activities. The specific games and activities are still in the works. As the date gets closer the Parks and Recreation department will work with the Community Foundation to determine which areas of Manhattan Park can be used so damage won't be done to the fields. A conceptual approval is requested from the Parks and Recreation Commission.

Fisher: Noted the Community Foundation is looking at ways to get their name out there and that age specific activities, for the event, are being researched.

Abraham: Stated that the conversation in April was positive.

MOTION to approve: Brown

SUPPORT: Kuhl

YES: Abraham, Brown, Burdick, Fisher, Jacoby, Kuhl and Le (7)

NO: (0)

2026 Winterfest at Manhattan Park APPROVED

b. 2025 Gaslight Village Taste of East

Director Melville gave an overview of this event, which has been happening for years. A road closure from Chase Bank to D&W parking lot is requested. There is a slight change for this year, Rally on the Reeds is the same weekend, which has four teams. GVBA and Rally on the Reeds plan to work together to make an end of the summer celebration. A portion of the proceeds are given to a local non-profit. Kids games and entertainment are on the docket for the day.

Fisher: Hopes the schools will be watching for alcohol and preventing drinks from coming into the stadium.

Melville: That has been a point of discussion. Social district cups should not be making their way into the school area, for any event.

Jacoby: Stated that this sounds like a great partnership.

Abraham: This is always a good time.

Kuhl: Noted that the Rally on Reeds event is expanding to Memorial Field, and questions what safeguards will be in place specifically in regards to alcohol.

Melville: Reminded the Commission that the two events do not share a footprint and this approval is only for the Taste of East event. The school athletic department will handle the Rally on Reeds details.

Kuhl: Wondered if there could be a stipulation that alcohol barriers be enforced?

Melville: Stated that this is important for all events and plans to specifically work with the school district.

Abraham: Asked if Public Safety has already been consulted?

Charles: Yes.

MOTION to approve: Fisher

SUPPORT: Jacoby

YES: Abraham, Brown, Burdick, Fisher, Jacoby, Kuhl and Le (7)

NO: (0)

2025 Gaslight Village Taste of East APPROVED

c. 2025 Resolution Run

This is a returning event with a post-race event at Big Bob's. They are expecting 600+ runners. Director Melville will work with the race organizer to get road closure information out to the community.

Fisher: Stated that this race has a "really long history".

MOTION to approve: Jacoby

SUPPORT: Kuhl

YES: Abraham, Brown, Burdick, Fisher, Jacoby, Kuhl and Le (7)

NO: (0)

2025 Resolution Run APPROVED

d. 2025 Gaslight Village Tree Lighting Ceremony

The change in 2024 to expand the road closure to Chase Bank seemed to help the flow of the area, since this event has grown. GVBA and city staff are working together on this event. Details are still in the works, but they would like to have music and dancing groups.

Fisher: Will there be carriage rides?

Melville: Yes.

MOTION to approve: Brown

SUPPORT: Jacoby

YES: Abraham, Brown, Burdick, Fisher, Jacoby, Kuhl and Le (7)

NO: (0)

2025 Gaslight Village Tree Lighting Ceremony APPROVED

Manhattan Park Construction Update: The sport courts are painted; the splash pad is coming along. The construction company is working from the middle to the outside of the site; they are really close to being done. The weather will determine the construction timeline. The restroom doors will not be installed prior to the opening, but temporary doors will be installed in the meantime. Minor landscaping will be completed after the grand opening. Signs will be placed soon.

Tennis and pickleball “sport courts” first come, first serve if the courts are not in use, with a one-hour time limit if others are waiting to use the courts. Courts can be reserved for \$8/hour.

Fisher: How do people know a court is reserved?

Melville: A schedule is placed at the beginning of the week; the downside is anyone that reserves after the schedule is posted is not on it.

Le: Could a QR code be used, that would be up to date?

Melville: We can look into that; not sure our system can support this.

Abraham: Wondered if there is a cut-off for making reservations?

Melville: Yes, a layer of steps including payment must happen prior to the reservation being completed.

Le: What does the \$8 rental fee get me? If this is popular, can reservations only be accepted on designated dates and times?

Melville: The renter is issued a digital permit once their payment is made. The value is their piece of mind, knowing that they have a court reserved. Pavillion rentals use the same process with rentals being posted and the renter having a digital permit. Standing reservations are typically for mid-morning.

Charles: Policies, plans and signs can be adjusted as needed.

Melville: Pavillion signs can be put up and taken down. Asked the Commissioners if we should finish the year with the current system and report back at the end of the season?

Jacoby and Abraham both agree with this.

Abraham: Is looking forward to the completion of the park.

Jacoby: How will the opening of the park be announced?

Melville: Social media, East Express, and the city website. The grand opening celebration may not align with the day the park opens.

Jacoby: Will this be in the next couple of weeks?

Melville: Tentatively the end of June, but it is weather dependent. It is getting very close.

Le: What will the hours be for pickleball?

Melville: They are the same as the park hours; 7am to 10pm. The sound screens around the pickleball courts should help with noise. There are no lights on the sport courts.

The splash pad hours can be specifically set to only run during certain times. There is an activation button which must be pushed to make the water come on. Local splash pads are typically closed in the early morning due to temps, and to give staff time to complete maintenance. 10am to 8pm are standard hours for a splash pad to be operating and this would be 7 days a week.

Abraham: Will a regular day be needed for cleaning and maintenance? Can the splash pad be shut down at any point during the day if cleaning is needed?

Melville: Any cleaning or maintenance should be completed prior to the 10am opening. The splash pad is flat so there are no parks to clean and the whole area can be power washed. The splash pad can be turned off anytime during hours emergent cleaning and if longer time is needed, that can be accommodated.

Brown: Will facility rentals be available in the Rec1 system?

Melville: Yes, currently they are all “closed” while the park is under construction. Once the park is officially open, reservations will be open up again.

Commissioners Abraham, Fisher, Kuhl, and Jacoby all like the proposed hours of operation.

Middle School Sports Vertical Alignment & Parks and Recreation Staffing:

Director Melville provided an overview of the Vertical Alignment position, which was determined to be a need to help retain athletes through intentional activities. High school coaches and players are working together to benefit the youth.

The position was originally posted in November, with half of the time being with the school, making connections between all ages in sports. The other half of the hours were to be supervising programs with Parks and Recreation, overseeing the returning middle school softball and the upcoming fall cheerleading. Two job offers were made and both candidates declined. The position was re-posted, then the schools wanted to re-evaluate what this position looked like. Several conversations happened with the district regarding this position. The EGR varsity football coach, Josh Shattuck was identified by the school to fit the position. He would remain an East Grand Rapids Public School employee and his time working on the vertical alignment initiative would fall under Parks and Recreation and report to Director Melville, with collaboration of the EGRPS.

In his role coach Shattuck would connect with coaches, make practice plans, vertical alignment and continue to build programs such as the Courthouse basketball with the ultimate goal of supporting

young athletes and streamlined success. This will be a one-year pilot program, with the possibility of longer. It has been determined to be a great starting point for the program. Middle school sport programs will continue to be overseen by the Parks and Recreation department.

Kuhl: Will the posted supervisor position cover all the middle school sports or just the few identified?

Melville: Just the few sports to start with, more will be added if the Pilot is extended.

Kuhl: How were the specific sports chosen?

Melville: Coach Shattuck is a football coach, and he has already started the vertical alignment process and has a good head start. It made sense for him to oversee that. Basketball was identified because of the growth in that area. Girls' basketball enrollment drops once they get to middle school and there is hope for retaining these athletes. Track, baseball and softball were identified for this program because they have both girls' and boys' options. Middle school girls' softball had 24 team members and looking at growth in the future. Sports that overlapped for both girls and boys would have similar vertical alignment footprint, so if softball is on the docket, baseball should be as well.

Fisher: Would like to see cross country and track be added to this list as well. He feels athlete retention is a great goal. 80% of high school students participate in at least one sport this year, which is an amazing number!

Jacoby: How was coach Shattuck chosen for the position?

Melville: While working on the vertical alignment for football for more than a year. Many people thought he would be a good fit, and he is highly regarded by his peers. Having a new person come in can be a challenge.

Brown: Will the City Commission still need to vote?

Charles: Yes, there would be a contract.

Brown: Asked if the sports supervisor position previously posted for Parks and Recreation is on hold?

Melville: Yes.

Brown: What does the pilot program look like at the one-year point?

Melville: Specific goals have been identified for showing success of the program. Some goals are not foreseeable to be completed in one year. The plan is to add camps and mentoring opportunities, creating sport handbooks and curriculum. City and school staff will monitor and reassess as needed.

Burdick: The creation of the curriculum is not about telling coaches what to do, and more about having experienced coaches passing on their knowledge to newer coaches. This knowledge might be able to be used in other sports as well.

Fisher: Chris Zylstra at the schools has been talking about this type of position for some time. Goals have been set.

Kuhl: Has concerns about the changes to the position. It was believed that the youth programming would improve with this new position. The new proposal is very narrow and only benefits a few sports. There is now \$50,000 for Coach Shattuck going towards just four areas.

Abraham: What is the plan to address other sports not being covered by the pilot program? Is this an additional cost?

Brown: Asked if this position wasn't being filled.

Melville: That specific role will not be filled. Current sports are being covered between our current sports supervisors. But unassigned sports could be combined with a soon to be vacated position within the Parks and Recreation Department. The open position will need to be filled, once done the Parks and Recreation department will meet to determine the best responsibilities for each person based on their individual talents and re-align duties. Other sports will be added in the future.

Charles: The overall goal is adding vertical alignment to kindergarten to 12th grade athletes. This pilot is being used to determine if we have the correct people in the positions. Coach Shattuck will go back to the schools if this doesn't work out as expected. This is a partnership between the schools and the city, working together for creative solutions.

Fisher: Coach Shattuck is very supportive of other sports and has seen him at other sporting events. A person in this position that is already part of the schools can be extremely beneficial.

Le: What does the \$50,000 cover? Is Coach the only person in this pilot program?

Melville: It covers research and time. He is the only one.

Le: Football is purely male, what female sport can be added to keep a balance for gender equality?

Melville: We are trying not to overwhelm coach Shattuck this fall season.

Le: The field hockey team should be included to counterbalance the work being done to their field.

Melville: Their turf will be replaced this fall, and much work has been done to move them to other fields.

Burdick: Is there a men's volleyball team? Is the volleyball team considered part of the travel teams?

Melville: No, not yet, some schools have added boys' volleyball. It is unknown at this time what would be added to equal the researching and building of the male volleyball program. We are trying to get our foot in the door for power leagues for both genders of volleyball.

Kuhl: Asked if volleyball will be part of the program since it isn't listed.

Melville: It is listed under the research and development phase for the pilot program.

Burdick: Starting a program from scratch can be a challenge, since it's not established like the Courthouse where you can just call and sign teams up.

Charles: This is a city initiative and program, not a school one. Coach Shattuck's hours with the city are for the city initiative in partnership with the schools. If the pilot program doesn't continue the initiative stays with the city.

Abraham: Feels that this is a great opportunity.

EGR Crew Boathouse Naming Request – The Boathouse, located in John Collins Park, supports the EGR Crew team. In 2022 the boathouse expanded to add the upper level with rowing machines. The city has received a request for the naming and signage of the Boathouse. The Boathouse was not officially named and since that time the city has implemented a policy for naming buildings.

The Crew team would like to name and recognize Dr. Tom Getz and his family by naming the lower floor of the building after the "East Grand Rapids Crew Team The Getz Family Boathouse". The Crew team would also like to recognize Dr. John Mitchel and Dr. Gina Ang and name the upper floor of the building

the “East Grand Rapids Crew Team Ang-Mitchell Rowing Center”. These people are being recognized as for their longstanding support. This proposal will still go to the City Commission.

Fisher: Previously the crew team has named boats to recognize people.

Jacoby: Voiced support for the naming.

Kuhl: Feels it is appropriate to follow the city guidelines.

Le: Wondered if the city owns the building and land?

Charles: Yes, to both.

Le: Is the crew team independent?

Melville: The crew team is a club.

Charles: Dr. Kattula is vetting this request as well.

Report of Director:

The Concert in the Park is happening now at John Collins Park. The heat/weather policy is a plan we refer to when temperatures and humidity rise. This plan leaves no guessing by staff, just follow the protocol. Athletes are given additional water and breaks, limit equipment use, moving inside or canceling practice.

The Reeds Lake Trail mile markers finally arrived and were able to be installed. They were purchased by the Community Foundation.

Remington Field restoration is complete, nearly every game was able to be played this year. The field drains as expected and sand cap applications will continue to be added.

Le: Is the July 4th road closure a done deal?

Melville: Yes, information will be going out to the community soon. The boat launch closure information is already on the electronic sign and posted at the boat launch. There will be a few hours before the fireworks that Lakeside and boat launch will be open. We are excited for the trial run of the extended road closure.

The meeting was adjourned at 7:36 pm

Next Meeting: July 28, 2025

Lori Parmenter

From: Suzie <spartansuzie@gmail.com>
Sent: Monday, August 18, 2025 1:58 PM
To: Public Input
Subject: Recommendation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Build a three d model of the PUD to minimize angst and to show what it will actually look like. House in community center.
Sent from my iPhone

Lori Parmenter

From: Patricia Cunningham <patriciabaragar@gmail.com>
Sent: Tuesday, August 19, 2025 9:42 AM
To: Public Input
Subject: Accepting written comment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello this is a request to accept and input written comment to meetings like Naperville has just started to allow. <https://www.naperville.il.us/2025-news-articles/naperville-now-accepting-written-comments-for-city-board-and-commission-meetings/>

Also why are YouTube comments turned off? Please turn on YouTube comments. Thank you!

Patty Cunningham
961 Maxwell ave se
3035793340
Patriciabaragar@gmail.com

Sent from my iPhone

Lori Parmenter

From: Patricia Cunningham <patriciabaragar@gmail.com>
Sent: Tuesday, August 19, 2025 10:52 AM
To: Public Input
Subject: Unsafe on reeds lake walk.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I feel very unsafe here without a grass barrier or physical barrier with my back to oncoming traffic. I'm essentially on the road so should I cross to be safe and walk toward oncoming traffic? One person texting and me and my kids in double stroller are dead.



Patriciabaragar@gmail.com
Patty Cunningham 961 Maxwell

Lori Parmenter

From: Patricia Cunningham <patriciabaragar@gmail.com>
Sent: Friday, August 22, 2025 1:45 PM
To: Public Input
Subject: Please write more parking tickets

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello! I was released information from the city that only 40 speeding tickets were issued in the last twelve months. I see at least 10-20 cars going over the speed limit a day. Please make an effort to issue more speeding tickets. High schoolers. Moms. Thru traffic. Everyone could use a reminder to slow down. We literally had a pedestrian die in our city limits this year. With a speeding problem one solution is readily available and not being used. Thank you!

Patty Cunningham
961 Maxwell ave

Sent from my iPhone

Lori Parmenter

From: David Decker <ddeckeris@gmail.com>
Sent: Thursday, August 21, 2025 1:02 PM
To: Public Input; Katie Favale; Ryan Burdick; Abbie Groff-Blaszak; Bradley Hunter; Laura Schwartz; Kate Skaggs; Chris Wessely
Cc: Gerard Anderson
Subject: Re: Questions from Public Comment last evening
Attachments: Public Comment -Aug 4 CC Mtg - David Decker.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello to all,

Following up on this request, from Aug 5. I have two expectations. Would appreciate a response to each.

1. Would appreciate answers to the 3 questions.
2. Would appreciate my comments, and questions, be part of the public record, and included in the city commission agenda/minutes as published on the city website.

Thank you,
David Decker
925 Bellclaire

On Tue, Aug 5, 2025 at 5:27 PM David Decker <ddeckeris@gmail.com> wrote:

Dear Mayor and Commissioners,

Please see the attached pdf. It is a copy of the comments I made yesterday evening. The 3 questions I requested answers to are added to the end of the document. Would very much appreciate your response to the questions.

Thank you,
David Decker

**“We need to build a
more transparent,
collaborative
relationship between
the city and residents.”**

**Mayoral Candidate Katie
Favale – Oct 17, 2019 MLIVE
Website**

And then this – MLIVE – July 22, 2025

EAST GRAND RAPIDS, MI — A lengthy review of **the contentious** Gaslight Village redevelopment proposal left a **bad taste in residents' mouths** Monday night.

When the city commission finally opened the floor to the public around 10 p.m., those few **residents who remained were furious**. The meeting started at 6 p.m.

Residents weren't the only people in the room **distrustful** of the project. Commissioner Kate Skaggs earlier in the meeting said she felt the concept plan did not fit with the city's master plan in terms of walkability, describing the "maze of parking lots" in the plan as a detriment to health and safety.

This does not look and feel like a transparent, collaborative relationship between city and residents.

July 21 CC agenda, page 3, stated:" the City Commission will then review the standards of approval and complete the Standards of Review worksheet."

During the July 21 meeting each commissioner and the Mayor were writing, discussing and reviewing the worksheets.

I filed a FOIA form, with the city, requesting a copy of worksheets completed by our elected officials. It was denied. I have appealed the denial to the Mayor, and have not received a response from her.

This seems like a simple request – we watched and listening as the Commissioners completed the forms. Where are they?

Where is the transparency and collaboration.

Feels like residents are being pushed away from the process.

Who is Gaslight Investors? Is it one person, several people? Do we know? Do I need to file a FOIA request to find out?

Who from the City is talking to who at Gaslight investors? Are they meeting in conference rooms, with Agendas and Meeting minutes? Or emailing and texting? Personal emails and texts, or City emails, that would accessible to FOIA requests?

The residents of EGR deserve to know. And deserve

Its disheartening that we have to even talk about FOIA requests....We can do better, and I'm hopeful it starts today. Can you, the city commissioners, get us the answers to these questions?

The Questions, regarding Transparency and Collaboration between City and Residents

1. The FOIA Request for Completed Standards worksheet, which was Denied, has been appealed to the Mayor. In the spirit of transparency between City and Residents, will you please provide them?
2. Who is Gaslight Investors? Is it one person, several people? Do we know?
3. Are Personal Emails and Texts being used by City employees, or City contractors to communicate and/or negotiate with Gaslight Investors?

Lori Parmenter

From: Britt Kramer <britt@adventureclubins.com>
Sent: Wednesday, August 27, 2025 12:38 PM
To: Public Input
Subject: Feedback on EGR Development Project – Resident Concerns

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Dear East Grand Rapids Leadership,

I am writing to share my feedback regarding the proposed development. While I recognize the importance of thoughtful growth, I share in the serious concerns that many seem to have. I believe these need to be addressed before moving forward:

1. Safety, Traffic & School Capacity – These are real and have immediate impact on all residents. To date, the promised studies on these issues have not been conducted, leaving the community without the data needed to make informed decisions.
2. Erosion of Trust in City Leadership – Communication and negotiations have primarily taken place between the Developer, City Manager, and third-party consultants, with limited transparency for residents. This has weakened confidence in the process. I believe its in everyone's best interest to reconsider and communicate more transparently with residents.
3. Financial Accountability (BRA/TIF) – Residents may be held responsible for up to 30 years of reimbursing developers. This feels like a misuse of BRA legislation and creates an undue burden on taxpayers.
4. Community Character & Scale – The scope of this project does not align with the character and scale of our community. Developments should enhance—not diminish—the unique qualities of East Grand Rapids.

I strongly urge the City to pause until proper studies are completed, transparency is restored, and financial impacts are carefully re-evaluated. Residents deserve to be part of a process that is fair, open, and accountable.

Thank you for considering my input.

Sincerely,

Britt Kramer *(She/Her)*

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