

1500 Scribner Avenue, NW

Grand Rapids, MI 49504

January 12, 2021

The Board of County Road Commissioners of the County of Kent met remotely via Zoom.

The regular meeting was called to order by Commissioner Rambo, Chair at 8:02 a.m.

Present: Commissioners Rambo, Janes, Medema, Morren, and VerHeulen, Managing Director Warren, Director of Finance Barcheski, and Executive Secretary Luneke.

Also present: Deputy Managing Director of Engineering Harrall, Deputy Managing Director of Operations Byrne, Director of Building and Equipment Roose, Director of Traffic and Safety Haagsma, Assistant Director of Maintenance Roon, Assistant Director of Traffic and Safety Wollner, Human Resource Manager Dennis, Project Engineer Easterly, Notary Nanzer, Purchasing Manager Nordstrom, Communications Manager Lamoreaux, Marty Ruitter and Adam Pohl from Hobbs + Black, Tim Marcus and Kevin Hufnagel from Owen-Ames-Kimball and Jeff Huhta from Nowack & Fraus Engineers.

Item #2 Oath of Office

Chairman Rambo stated the first order of business is the Road Commissioner's oath of office for Cindy Janes' term of office 2021 – 2026.

Director Barcheski asked Commissioner Janes to solemnly swear she would support the Constitution of the United States and the Constitution of the State of Michigan, and she would faithfully perform the duties of the office of Road Commissioner in and for the County of Kent, State of Michigan, according to the best of her ability.

The **Oath of Office was affirmed** as follows:

Yea: Commissioner Janes.

Item #3 Election of Officers and Committee Appointments

Managing Director Warren stated the next order of business would be to conduct elections of the Board Officers for 2021 and Committee appointments.

It was moved by Commissioner VerHeulen, seconded by Commissioner Janes to **elect Commissioner Rambo as Board Chair** and to **elect Commissioner Morren as Vice Chair.**

Motion carried by the following vote:

Yeas: Commissioners Rambo, Janes, Medema, Morren, and VerHeulen —5.

Nays: 0.

Chairman Rambo recommended that **Commissioner Janes** serve on the **Department of Public Works Board, Commissioner Medema** serve on the **County Road Association Commissioners' Committee** and **Non-Motorized Committee of the Grand Valley Metro Council**, and **Commissioner VerHeulen** serve on the **Retirement Savings Committee.**

Moved by Commissioner VerHeulen, seconded by Commissioner Janes that the **Board members are appointed to committees** as recommended.

Motion carried by the following vote:

Yeas: Commissioners Rambo, Janes, Medema, Morren, and VerHeulen —5.

Nays: 0.

Item #4 Public Comment

There was no public comment.

Item #5 New Central Complex Update

Staff and KCRC's consultant team updated the Board on the site plan and building design modifications made since the approval by the City of Walker Planning Commission last

December. They also apprised the Board of the project budget and construction schedule. The plan is to issue bids for Phase 1 on January 22, with construction beginning March 6. Chair Rambo thanked the team for the update.

Item #6 Approval of Minutes

The Board discussed minutes of the Board meeting held Tuesday, December 8, 2020.

Moved by Commissioner VerHeulen, seconded by Commissioner Medema that the **minutes be approved as written.**

Motion carried by the following vote:

Yeas: Commissioners Rambo, Janes, Medema, Morren, and VerHeulen — 5.

Nays: 0.

Item #7 Disbursements and Cash Balances

Director Barcheski stated there are three check runs for this meeting. The first is dated December 11, 2020 and Payroll for this check run includes overtime of \$11,311.02. Payroll for the check run dated December 25, 2020 included overtime of \$16,576.75. Payroll for the check run dated January 8, 2021 included overtime of \$50,070.95. The Construction Estimates for these periods are as follows:

Contractor	Project	Amount		
		December 11, 2020	December 25, 2020	January 8, 2021
Michigan Dept. of Transportation	Segwun Avenue – Alden Nash to Grand River Dr. (invoice #4)		78,670.69	
	FM Trail Phase 5 (invoice #5)		46,784.21	
	100 th Street Trail – south side of 100 th St. from SB US-131 ramps to Division St. (invoice #6)		550.50	
	100 th Street Engineering (invoice #12-8-20)		3,541.58	
	Knapp Street – East City Limit to E. Beltline Ave. (invoice #5)		3,200.00	
	6 Mile Road – Fruit Ridge Ave. to Walker Ave. (invoice #4)		20,248.15	

	100 th Street – east and west of 100 th St. Bridge over US-131 (invoice #7)		17,354.90	
	Grand River Drive – Snow Ave. to Segwun Ave. (invoice #3)		2,000.00	
	Lowell Bridge #16 – Division St. over the Grand River (invoice #4)		4,248.71	
Michigan Paving and Materials Company	Plainfield Township – House St. – Pine Island Drive to Brittany St. (estimate #4) and FINAL		526.50	
Miller Development, Inc.	Spencer Bridge #38 – Larsen Ave. over Clear Creek (estimate #3) and FINAL	74,791.30		
Total		\$74,791.30	\$ 177,125.24	\$0.00

Director Barcheski stated the General Fund has \$26,800,677.97 remaining after approval of disbursements. Of that amount, \$4,055,850.02 is unavailable operating funds, leaving \$22,744,827.95 in total available operating funds.

Moved by Commissioner Morren, seconded by Commissioner Janes that **Payroll of \$706,532.61, Construction Estimates of \$74,791.30, Accounts Payables of \$2,284,492.62, and Cash Balances and Investments for the check run dated December 11, 2020, and Payroll of \$725,834.04, Construction Estimates of \$177,125.24, Accounts Payables of \$961,722.66, and Cash Balances and Investments for the check run dated December 25, 2020, and Payroll of \$765,441.40, Construction Estimates of \$0.00, Accounts Payables of \$456,707.48, and Cash Balances and Investments for the check run dated January 8, 2021 are approved by the Board, and warrants ordered drawn for the same.**

Motion carried by the following vote:

Yeas: Commissioners Rambo, Janes, Medema, Morren, and VerHeulen — 5.

Nays: 0.

Item #8 **Michigan Transportation Fund**

Director Barcheski reviewed the Michigan Transportation Fund revenues that were collected in November 2020 and received in January 2021. She stated the funds received were \$3,991,915, a variance of \$305,443 less than what was budgeted. To date, receipts are up 1.8 percent over this time last year.

The report was received for information.

Item #9 **Extend FFCRA Provisions**

Managing Director Warren requested authorization to extend through March 31, 2021, the provisions of the Families First Coronavirus Response Act (FFCRA), which provide employees with paid sick leave and expanded family medical leave for specified reasons related to COVID-19.

Although the FFCRA mandate expired on December 31, 2020, the Federal Stimulus package approved on December 27 provides employers the option to extend the employee leave provisions through March 31, 2021. Providing our employees this type of increased flexibility to be temporarily out on leave, and away from their fellow workers and facilities, has proven to be a very effective strategy in maintaining a stable workforce. These provisions are especially helpful for less senior employees with relatively small accruals of sick and vacation time.

Human Resources Manager Dennis provide a brief summary of the experiences with these FFCRA provisions since April and the relatively small financial impact they have generated.

Moved by Commissioner VerHeulen, seconded by Commissioner Janes that the Board approves the Letter of Understanding 2021-1, FFCRA benefits effective January 1, 2021, presented to the Board today, subject to the KCRC's collective bargaining duty with the Union,

or a letter of understanding, if modified, authorizing the KCRC to extend FFCRA leave through March 31, 2021 for the bargaining unit, provided that, such modified letter of understanding does not obligate the KCRC to provide more benefits or terms and conditions of employment or incur more costs than the most recent Congressional relief package permits under the extension of FFCRA leave, and in such case the Board authorizes the Managing Director to enter into such a modified letter of understanding without need for additional Board resolution, as recommended by staff.

Motion carried by the following vote:

Yeas: Commissioners Rambo, Janes, Medema, Morren, and VerHeulen — 5.

Nays: 0.

Item #10 Financial Statements

Director Barcheski reviewed for the Board the November 2020 Financial Statements.

The report was received for information.

Item #11 Resolution for Staff Authorization

Managing Director Warren requested authorization to adopt a resolution for staff to apply for Michigan Department of Transportation permits on behalf of the KCRC.

Deputy Managing Director Harrall stated the Michigan Department of Transportation requires Local Agencies to adopt a Performance Resolution for the purpose of issuing permits for work within the State Highway Right-of-way. The resolution identifies the title and name of the individuals authorized by the Local Agency to apply for these permits. MDOT Permit Engineer, Kerwin Keen, is requesting the current resolution adopted by the Board on February 8, 2011, be updated.

Commission Janes offered the following resolution with regards to Performance Resolution for Governmental Agencies.

**PERFORMANCE RESOLUTION FOR
GOVERNMENTAL AGENCIES**

RESOLVED WHEREAS, the Kent County Road Commission, hereinafter hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the

GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.

4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.

8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Title and/or Name

Design Engineer – Carrie Breen
Project Engineer Bridges – Mike TenBrock, PE
Project Engineer – Eric Rodegher, PE
Project Engineer – Erik Easterly, PE

Moved by Commissioner Janes, seconded by Commissioner Morren that the **Performance Resolution for Governmental Agencies is adopted, and Steve Warren is allowed to sign for the Board**, as recommended by staff.

Motion carried by the following vote:

Yeas: Commissioners Rambo, Janes, Medema, Morren and VerHeulen — 5.

Nays: 0.

Item #12 Purchase of Right-Of-Way

Managing Director Warren requested authorization to purchase the following right-of-way for the 84th Street reconstruction project.

a. Jonathan Start, **2550 84th Street, SE**, Section 22, Gaines Township

Deputy Managing Director Harrall stated Jonathan Start, the owner of property located at 2550 84th Street, SE, has agreed to provide additional highway easement along his frontage. The permanent easement is 17 ft. x 210 ft. (total 3,570 sft.). The easement over

improved land is valued at \$0.86/sft. (\$3,070) and compensation for the impact to landscaping is \$1,623, resulting in a total just compensation of \$4,693.

Easement Descriptions:

Commencing at the South 1/4 Corner of Section 15, T05N, R11W Gaines Township, thence N00°49'13"E 33.00 feet along the North-South 1/4 Line and the westerly property line to the Point of Beginning; thence N00°49'13"E 17.00 feet along said westerly property line; thence S89°29'16"E 200.00 feet along a line which is parallel with the north Right of Way line of 84th Street; thence S00°49'13"W 17.00 feet; thence N89°29'16"W 200.00 feet along the existing southerly Right of Way line of 84th Street to the Point of Beginning. Contains 3,400 Square Feet M/L and is subject to easements and restrictions of record.

b. John and Olga York, **2811 84th Street, SE**, Section 15, Gaines Township

Deputy Managing Director Harrall stated John and Olga York, the owners of property located at 2811 84th Street, SE, have agreed to provide additional highway easement. The permanent easement is 17 ft. x 200 ft. (total 3,400 sft.). The easement is valued at \$0.86/sft. (\$2,924) and compensation for the impact to landscaping is \$379, resulting in a total just compensation of \$3,303.

Easement Descriptions:

Commencing at the South 1/4 Corner of Section 15, T05N, R11W Gaines Township, thence N00°49'13"E 33.00 feet along the North-South 1/4 Line and the westerly property line to the Point of Beginning; thence N00°49'13"E 17.00 feet along said westerly property line; thence S89°29'16"E 200.00 feet along a line which is parallel with the north Right of Way line of 84th Street; thence S00°49'13"W 17.00 feet; thence N89°29'16"W 200.00 feet along the existing southerly Right of Way line of 84th Street to the Point of Beginning. Contains 3,400 Square Feet M/L and is subject to easements and restrictions of record.

c. Thomas and Janet K. Nowak Trust, **2930 84th Street, SE**, Section 22, Gaines Township

Deputy Managing Director Harrall stated Thomas and Janet K. Nowak Trust, the owners of property located at 2930 84th Street, SE, have agreed to provide additional highway

easement along their frontage. The permanent easement is 17 ft. x 480 ft. (total 8,160 sft.). The easement is valued at \$0.86/sft. (\$7,018) and compensation for the impact to landscaping is \$1,374, resulting in a total just compensation of \$8,392.

Easement Descriptions:

Commencing at the North 1/4 Corner of Section 22, T05N, R11W Gaines Township, thence S89°29'16"E 846.58 feet along the north line of Section 22; thence S00°52'29"W 33.00 feet along the west property line to the Point of Beginning for this description; thence S89°29'16"E 480.00 feet along the existing south Right of Way line of 84th Street; thence S00°52'29"W 17.00 feet along the east property line; thence N89°29'16"W 480.00 feet along a line parallel with the existing south Right of Way to the westerly property line; thence N00°52'29"E 17.00 feet along said property line to the Point of Beginning. Contains 8,160 Square Feet M/L and is subject to easements and restrictions of record.

d. Andrew Swift and Kendyll Stevens, **3011 84th Street, SE**, Section 15, Gaines Township

Deputy Managing Director Harrall stated Andrew Swift and Kendyll Stevens, the owners of property located at 3011 84th Street, SE, have agreed to provide additional highway easement along their frontage. The permanent easement is 17 ft. x 163 ft. (total 2,765 sft.). The easement is valued at \$0.86/sft. (\$2,378) and compensation for the impact to landscaping is \$512, resulting in a total just compensation of \$2,890.

Easement Descriptions:

Commencing at the South 1/4 Corner of Section 15, T05N, R11W Gaines Township, thence S89°29'16"E 1,326.60 feet along the South line of Section 15; thence N00°49'06"E 33.00 feet along the westerly property line to the Point of Beginning; thence N00°49'06"E 17.00 feet along said westerly property line; thence S89°29'16"E 162.62 feet along a line which is parallel with the existing north Right of Way line of 84th Street; thence S00°49'06"W 17.00 feet; thence N89°29'16"W 162.62 feet along the existing northerly Right of Way line of 84th Street to the Point of Beginning. Contains 2,765 Square Feet M/L and is subject to easements and restrictions of record.

- e. Jeffery and Angela D. Roeske, **3904 84th Street, SE**, Section 22, Gaines Township

Deputy Managing Director Harrall stated Jeffery and Angela D. Roeske, the owners of property located at 3904 84th Street, SE, have agreed to provide additional highway easement along their frontage. The permanent easement is 17 ft. x 240 ft. (total 4,080 sft.). The compensation for the easement is valued at \$0.86/sft. (\$3,509) and compensation for the impact to landscaping is \$300, resulting in a total just compensation of \$3,809.

Easement Descriptions:

Commencing at the South 1/4 Corner of Section 15, T05N, R11W Gaines Township, thence S89°29'16"E 1,489.22 feet along the South line of Section 15; thence N00°49'06"E 33.00 feet along the westerly property line to the Point of Beginning; thence N00°49'06"E 17.00 feet along said westerly property line; thence S89°29'16"E 240.02 feet along a line which is parallel with the existing north Right of Way line of 84th Street; thence S00°49'06"W 17.00 feet; thence N89°29'16"W 240.02 feet along the existing northerly Right of Way line of 84th Street to the Point of Beginning. Contains 4,080 Square Feet M/L and is subject to easements and restrictions of record.

Moved by Commissioner Morren, seconded by Commissioner Janes that **staff is authorized to purchase the above right-of-way**, as recommended by staff.

Motion carried by the following vote:

Yeas: Commissioners Rambo, Janes, Medema, Morren, and VerHeulen — 5.

Nays: 0.

Item #13 Resolution for Consent to Quiet Title

Managing Director Warren requested authorization to request adoption of a resolution for consent to Quiet Title of abandoned portion of Stauffer Drive, Section 7, Algoma Township.

Deputy Managing Director Harrall stated Stauffer Drive is located west of Lymburner Avenue along the east side of Camp Lake in Section 7, Algoma Township. On June

28, 2016, the Board passed a resolution to abandon the portion of Stauffer Drive (platted as Florence Avenue) adjacent to lots 1 through 23 within Idlewild Plat.

The property owners adjacent to the abandoned portion of Stauffer Drive have filed a suit through Kent County Circuit Court seeking quiet title to the portion of Stauffer Drive that was abandoned by KCRC in 2016.

After much discussion, the Board would like clarification in the wording of the resolution that access to Stauffer Drive adjacent to lots 1 through 23 within Idlewild Plat will be preserved for all time. The resolution was deferred for consent to Quiet Title of abandoned portion of Stauffer Drive, Section 7, Algoma Township until the January 26, 2021 Board meeting.

Moved by Commissioner Morren and supported by Commissioner Janes that the Board **table the resolution for consent to Quiet Title of abandoned portion of Stauffer Drive, Section 7, Algoma Township, until there is clarification and new wording.**

Motion carried by the following vote:

Yeas: Commissioners Rambo, Janes, Medema, Morren and VerHeulen — 5.

Nays: 0.

Item #14 Sign and Execute Contract Agreement

Managing Director Warren requested authorization to sign and execute the title sheet for the Fruit Ridge Avenue pavement replacement project between 6 Mile Road and 10 Mile Road.

Deputy Managing Director Harrall stated the Nelson Township Trail project is ready to bid through MDOT. Work includes constructing an asphalt non-motorized trail from Cedar Springs High School along the south side of 17 Mile Road east 0.5 mile to Ritchie Avenue and then south approximately 0.5 mile along the west side of Ritchie Avenue to a Sports Complex south of Becker Street. The estimated project cost is \$337,600. Funding for the project

includes 70% federal Transportation Alternative Project (TAP) funds capped at \$231,000 and the remaining \$106,600 local match by Nelson Township.

Commissioner Medema offered the following resolution with reference to execution of the Agreement between the Board of County Road Commissioners of the County of Kent and the Michigan Department of Transportation for the HMA non-motorized trail construction work along 17 Mile Road from east of Cedar Springs Avenue to Ritchie Avenue and along Ritchie Avenue from 17 Mile Road to Becker Street.

**Resolution for the
HMA Non-Motorized Trail Construction work along 17 Mile Road
from east of Cedar Springs Avenue to Ritchie Avenue and along
Ritchie Avenue from 17 Mile Road to Becker Street
Contract No. 20-5433**

WHEREAS, Federal TAP funds are available for the non-motorized trail construction work along 17 Mile Road from east of Cedar Springs Avenue to Ritchie Avenue and along Ritchie Avenue from 17 Mile Road to Becker Street, and

WHEREAS, Nelson Township will be providing the project local match, and

WHEREAS, the Road Commission must enter into an Agreement with the Michigan Department of Transportation to receive Federal Funds, and

WHEREAS, the conditions of the Agreement have been reviewed by the Board of County Road Commissioners of the County of Kent, Michigan.

NOW, THEREFORE, BE IT RESOLVED, that Mark E. Rambo, Chairman of the Board of the Kent County Road Commissioners of the County of Kent, Michigan, and Steven A. Warren, Managing Director, are hereby authorized to execute said Agreement for and on behalf of the Board.

Moved by Commissioner Medema and supported by Commissioner VerHeulen that the Board **adopt the resolution and sign and execute the Agreement for non-motorized trail**

construction work along 17 Mile Road from east of Cedar Springs Avenue to Ritchie Avenue and along Ritchie Avenue from 17 Mile Road to Becker Street.

Motion carried by the following vote:

Yeas: Commissioners Rambo, Janes, Medema, Morren, and VerHeulen — 5.

Nays: 0.

Item #15 Advertise for Bids

Managing Director Warren request authorization to advertise for bids on the following:

- a. **Contract #21-15:** Cascade Road – Burton St. to 28th St., Resurfacing
- b. **Contract #21-18:** Basin Repairs
- c. **Contract #21-19:** Pavement Marking Services
- d. **Contract #21-20:** Debris Removal and Slope Restoration at MDOT Plainwell Garage

Moved by Commissioner Morren, seconded by Commissioner Janes that staff is **authorized to advertise for bids on the above listed purchases with bids to be accepted until 8:30 a.m. on the date to be determined**, as recommended by staff.

Motion carried by the following vote:

Yeas: Commissioners Rambo, Janes, Medema, Morren and VerHeulen — 5.

Nays: 0.

Item #16 Purchase Bid

Managing Director Warren requested authorization to purchase Bid #21-EQU-21: Aerial Lift Truck.

Staff recommended awarding the purchase of an Aerial Lift Truck to **Altec Industries, Inc.**, under MiDeal contract #071B7700767, at a total cost of **\$185,138**.

Moved by Commissioner Medema, seconded by Commissioner Janes to **authorize to purchase for the above listed**, as recommended by staff.

Motion carried by the following vote:

Yeas: Commissioners Rambo, Janes, Medema, Morren and VerHeulen — 5.

Nays: 0.

Item #17 Award of Bids

Managing Director Warren requested authorization to award bids received for Contract #21-13: Tree Removal.

Staff recommended awarding Contract #21-13: Tree Removal Services to **West Michigan Tree Services**, the lowest responsive and responsible bidder, at the following per tree cost:

Tree Diameter	Cost - Per Tree
2"-8" Trees	\$69
9"-19" Trees	\$247
20"-30" Trees	\$539
31" or Larger Trees	\$1,539

Maintenance staff will work with West Michigan Tree Services to designate the trees that are available to remove and our intentions to grind/flush cut those trees as well.

Moved by Commissioner Medema, seconded by Commissioner Janes to **authorize award of bids for the above listed** as recommended by staff.

Motion carried by the following vote:

Yeas: Commissioners Rambo, Janes, Medema, Morren and VerHeulen — 5.

Nays: 0.

Item #18 Reject Bids

Managing Director Warren requested authorization to reject bids received for Contract #21-11: Third Party Testing Services.

Staff recommended for the Board to exercise its right to reject the submission for Contract #21-11: Third Party Testing Services, as only two bids were received at the contract's

letting on December 17, 2020. It is in the best interest for KCRC to reissue a solicitation in order to expand the outreach to receive three or more submissions.

Referencing the chart below, it presents that the past four contracts have each utilized three or more firms. The value listed for the firm represents that they were awarded the contract, as well as how much work they received.

Contractor	KCRC Contract #				
	21-11	19-18	17-12	15-07	13-17
Driesenga & Associates		5	5	6	7
Materials Testing Consultants	X	0	0	0	0
Moore & Bruggink		0	0	0	0
NTH Consultants				1	1
Professional Service Inc.					2
Soils & Structures	X	13	10	9	2
Soils Material Engineers		2		1	0
Unknown Firm / Warranty		2	4	3	3
Total Projects Per Contract		22	19	20	15

As all bids that meet KCRC’s requirements are recommended for award, the contractor selected at the time of need is based on their bid cost, location, and availability. It is advantageous for KCRC’s requirements, and of the contractor’s, to rebid the contract to prevent the possibility of overburdening the two testing firms and their ability to provide quality service.

Moved by Commissioner Janes, seconded by Commissioner Morren to **reject award of bids for the above listed**, as recommended by staff.

Motion carried by the following vote:

Yeas: Commissioners Rambo, Janes, Medema, Morren and VerHeulen — 5.

Nays: 0.

Item #19 Comments

➤ Managing Director Warren stated that construction of Phase 2 of the new Central Complex lining up with the option agreement with the City of Grand Rapids due in August.

➤ Managing Director Warren reminded everyone of the Public Hearings scheduled for this evening via Zoom for 16 Mile Road.

There being no further business to come before the Board, the meeting was adjourned at 9:27 a.m.

Respectfully submitted,



Macy Barcheski, Secretary