



CITY OF IONIA
BROWNFIELD REDEVELOPMENT AUTHORITY
BOARD OF DIRECTORS
REGULAR MEETING AGENDA
4:00 PM, Monday, April 14, 2025
CITY HALL – LOWER LEVEL CONFERENCE ROOM

CALL TO ORDER

ROLL CALL

I. Approval of Agenda

II. Approval of Minutes

1. October 7, 2024 – Regular Meeting

III. Public Comments

IV. Treasurer's Report

1. Balance Sheet & Budget Report

V. New Business

VI. Old Business Deerfield-Riverside Project Updates

1. Deerfield-Riverside: Site Remediation Update
2. Deerfield-Riverside: Business Park Development Update
3. Deerfield-Riverside: Residential Development Update

VII. Adjournment

CITY OF IONIA
Brownfield Redevelopment Authority
Board of Directors
October 7, 2024
Meeting Minutes

CALL TO ORDER

Vice Chairperson Vroman called the meeting of the City of Ionia Brownfield Redevelopment Authority Board of Directors for October 7, 2024, to order at 4:08 PM.

ROLL CALL

Present: Board Members Dan Balice, Mark Vroman, and Tom Dickinson

Absent: Ted Paton, Melinda Braman and Deerfield/Riverside Steering Committee Members Logan Bailey from the Ionia Planning Commission and William Vaarberg from the Berlin Township Board of Trustees

Also Present: Mayor John Milewski, City Manager Precia Garland, Gordon Kelley, and Reporter Tim McAllister, The Daily News

APPROVAL OF AGENDA

Vice Chairperson Vroman introduced the agenda and asked if there were any requested changes. No changes were requested. It was moved by Dickenson, seconded by Balice to approve the agenda as presented. MOTION CARRIED.

APPROVAL OF MINUTES

Minutes from the regular meeting of July 8, 2024, were reviewed. It was moved by Balice, seconded by Dickenson to approve the minutes from July 8, 2024 as presented. MOTION CARRIED.

PUBLIC COMMENTS – None.

TREASURER’S REPORT

Dickinson briefly reviewed the treasurer’s report. He noted no activity in the Brownfield Redevelopment Authority Fund since the beginning of the new fiscal year. Garland stated interest earnings on the fund’s idle cash would be distributed later from the City’s overall invested pooled cash. It was moved by Dickinson, seconded by Balice to accept the treasurer’s report as presented. MOTION CARRIED.

NEW BUSINESS

Garland distributed a summary report, prepared by the City’s planning consultant, Williams & Works, regarding the community workshop that was held on July 30 regarding the Deerfield-Riverside site. It was noted that two primary land uses were proposed and discussed at the workshop, with about half of the site slated for residential redevelopment and the other half slated for high tech business/industrial development. Community input was very supportive of these two concepts. Housing typologies were part of the discussion

and it was noted from the report that a preference for smaller housing units was expressed by the community, which would serve smaller sized and senior households well and be more likely available at affordable price points. The BRA participated in conversation regarding what is affordable housing and how to potentially achieve it.

It was further noted that the City's current Master Planning process calls for a sub-plan to be included regarding the Deerfield-Riverside site, like the previous Master Plan's sub-plan for the Steele Street Corridor. To that end, a joint meeting of the BRA and Planning Commission has been scheduled for October 21, 4:30 PM. All are encouraged to attend.

OLD BUSINESS

A. Deerfield/Riverside Project

- i. Demolition and Site Remediation Update – Garland indicated two potential contaminated areas remain on the site and the City is awaiting further word from the State regarding what actions will be taken to resolve this situation.
- ii. Allen Edwin Homes – Garland updated the board regarding a meeting on October 4 with AE Homes, which included discussion of a preliminary residential site plan prepared by the developer. AE Homes has been asked to redesign this plan, based on points raised during the meeting by the City regarding desired housing typologies and neighborhood layout.
- iii. Business Park Development – The State Land Bank Authority (SLBA) was presented with a proposed development agreement for the business park development, following its previous indication it would be a partner in the park's development. After receiving the agreement, the SLBA has determined it does not want to be an equal partner organization in such development and has advised it will now propose an outline regarding a revised partnership arrangement. This is expected within a week of the October 4 meeting.

ADJOURNMENT

Motion by Dickinson, second by Balice to adjourn the meeting at 5:05 PM. MOTION CARRIED.

Next meeting scheduled for Monday, October 21, 2024 at 4:30 PM, Ionia City Hall. This will be a joint meeting with the Ionia Planning Commission.

Respectfully Submitted,

Precia Garland, Recording Secretary

BALANCE SHEET REPORT FOR CITY OF IONIA
Balance As of 03/31/2025

GL Number	Description	YTD Balance 03/31/2024	YTD Balance 03/31/2025
Fund: 247 BROWNFIELD DEVELOPMENT			
*** Assets ***			
Account Classification: ASSETS			
247-000.000-084.248	DUE FROM DDA FUND	0.00	0.00
ASSETS		0.00	0.00
Account Classification: Unclassified			
247-000.000-007.000	COMMON CASH ACCOUNT	61,667.30	61,157.41
Unclassified		61,667.30	61,157.41
Total Assets		61,667.30	61,157.41
*** Liabilities ***			
Account Classification: LIABILITIES			
247-000.000-202.000	ACCOUNTS PAYABLE	0.00	0.00
247-000.000-214.101	DUE TO GENERAL FUND	0.00	0.00
247-000.000-214.228	DUE TO SOLID WASTE FUND	0.00	0.00
247-000.000-214.412	DUE TO ENVIRONMENTAL FUND	0.00	0.00
247-000.000-214.588	DUE TO DIAL-A-RIDE	0.00	0.00
247-000.000-222.000	DUE TO COUNTY TREASURER	(0.28)	(0.28)
247-000.000-234.000	DUE TO INTERMEDIATE SCHOOL DIS	0.00	0.00
LIABILITIES		(0.28)	(0.28)
Account Classification: Unclassified			
247-000.000-214.239	DUE TO PARKS FACILITIES FUND	0.00	0.00
Unclassified		0.00	0.00
Total Liabilities		(0.28)	(0.28)
*** Fund Equity ***			
Account Classification: RESERVES & BALANCES			
247-000.000-390.000	FUND BALANCE CREDIT BALANCE	62,894.53	61,934.21
RESERVES & BALANCES		62,894.53	61,934.21
Total Fund Equity		62,894.53	61,934.21
Total Fund 247:			
TOTAL ASSETS		61,667.30	61,157.41
BEG. FUND BALANCE		62,894.53	61,934.21
+ NET OF REVENUES & EXPENDITURES		(1,226.95)	(776.52)
= ENDING FUND BALANCE		61,667.58	61,157.69
+ LIABILITIES		(0.28)	(0.28)
= TOTAL LIABILITIES AND FUND BALANCE		61,667.30	61,157.41

REVENUE AND EXPENDITURE REPORT FOR CITY OF IONIA

Balance As of 03/31/2025

GL Number	Description	24-25 Amended Budget	YTD Balance 03/31/2025	Activity For 03/31/2025	Available Balance 03/31/2025	% Bdgt Used
Fund: 247 BROWNFIELD DEVELOPMENT						
Account Category: Revenues						
Department: 000.000						
665.000	INTEREST	1,500.00	1,363.48		136.52	90.90
Total Dept 000.000		1,500.00	1,363.48	0.00	136.52	90.90
Revenues		1,500.00	1,363.48	0.00	136.52	90.90
Account Category: Expenditures						
Department: 558.000 ADMINISTRATIVE						
801.000	CONTRACTUAL & PROFESSIONAL SEV	20,000.00	2,140.00		17,860.00	10.70
Total Dept 558.000 - ADMINISTRATIVE		20,000.00	2,140.00	0.00	17,860.00	10.70
Expenditures		20,000.00	2,140.00	0.00	17,860.00	10.70
Fund 247 - BROWNFIELD DEVELOPMENT:						
TOTAL REVENUES		1,500.00	1,363.48	0.00	136.52	90.90
TOTAL EXPENDITURES		20,000.00	2,140.00	0.00	17,860.00	10.70
NET OF REVENUES & EXPENDITURES:		(18,500.00)	(776.52)	0.00	(17,723.48)	



CITY OF IONIA

STAFF REPORT FOR BROWNFIELD REDEVELOPMENT AUTHORITY AGENDA ITEM

Agenda Item: VI.1

TO: Brownfield Redevelopment Authority Board Members
FROM: Precia Garland, City Manager
DATE: April 14, 2025
RE: Deerfield-Riverside: Site Remediation Update

Background:

Following demolition of all structures from the Deerfield-Riverside site, select soils testing was completed by environmental consultant TriMedia based on a known underground storage tank (UST) release and historical aerial photographs of the Site, which were used to identify areas of soil disturbances. This release and areas of soil disturbances identified in the records review were development into Investigation Areas (13 in total) to guide future sampling and field assessment activities. On December 1, 2023, TriMedia collected soil samples from test pits dug by the demolition contractor in Areas 4, 9 and 10. These areas were known to be waste pits used to bury building materials from previously demolished facility structures and to dispose of coal ash associated with the power plant for the Riverside facility.

Soil samples from Investigation Areas 3, 4, 9 and 10 confirmed the presence of select metals exceeding Part 201 Criteria, building materials, and/or coal ash. Based on this testing, soils were excavated and transported to a landfill from five areas, as shown on the attached Figure 6 (Areas 1-5). Because of the presence of vegetation at the edges of Areas 1-4, TriMedia was unable to confirm "clean margins" for the removal of all contaminated soils. As a result, the State Land Bank Authority (SLBA) recently issued a new contract to remove vegetation from these areas as necessary to ensure all contaminated soils are removed. This work is ongoing and completion is expected by mid-summer 2025.

No action of the Brownfield Redevelopment Authority is required regarding this matter.



Drawn By: AJT 9/4/2024
 Approved By: JAD 9/4/2024
 Project #: 2022-3340



Legend
 Excavation Area

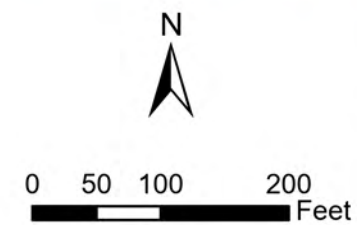


FIGURE 6
 STATE OF MICHIGAN
 DEERFIELD AND RIVERSIDE CORRECTIONAL FACILITIES
 TARGETED EXCAVATION AREAS



CITY OF IONIA

STAFF REPORT FOR BROWNFIELD REDEVELOPMENT AUTHORITY AGENDA ITEM

Agenda Item: VI.2

TO: Brownfield Redevelopment Authority Board Members
FROM: Precia Garland, City Manager
DATE: April 14, 2025
RE: Deerfield-Riverside: Business Park Development Update

Background:

Following months of negotiations with the State Land Bank Authority (SLBA), an agreement was finally reached, allowing the City of Ionia to purchase up to 80 acres from the west half of the Deerfield-Riverside site to develop a high-tech business park. The "Purchase Agreement for Real Property" was approved by the Ionia City Council at its April 2, 2025 meeting. Here is a summary of the Agreement's basic terms:

1. The City agrees to pay \$13,826 per acre for the land.
2. The City has 180 days to conduct various due diligence activities prior to closing on the purchase. These include completing an environmental assessment, completing a land survey to specifically split the business park parcel from the parent parcel, and securing title insurance following a satisfactory title search.
3. The SLBA agrees it will forego its ability to capture 50% of the taxes generated over a five-year period, following sale of this land to a private, taxable entity, which was essential to enabling future economic development incentives within the business park.

Since executing the Agreement, the City has contracted with a firm (Fishbeck) to conduct the necessary Phase I Environmental Site Assessment (ESA). Further environmental assessment activities, if any are necessary, will be determined based on the outcome of the Phase I ESA. I've discussed the possibility of a site assessment grant from EGLE for the property -- given its current status of no known environmental concerns, we are ineligible for grant funding, but should that change as a result of the Phase I ESA, an offer to reconsider potential grant funding was extended. A proposal is also being sought to conduct the required land survey. This is a busy time of the year for surveys, so it might take a month or more before a survey is completed. Finally, the City is also evaluating proposals from ten different engineering firms just received in response to its call for the same. Prior to executing the purchase agreement, the City secured two grants, which will likely cover the cost of design engineering for the site. These plans in turn will enable the City to pursue grant funding (EDA Public Works Program) for the public infrastructure necessary to construct the high-tech business park.

Once the land survey is complete and other due diligence activities are nearing completion, the City will also initiate the required process to zone this property to T - Technology Innovation Business District. Presently it is unzoned but designated as a State of Michigan prison area.

It is anticipated once the business park is under development, the BRA board will be asked to consider approving a Brownfield Redevelopment Plan for the entire business park parcel, which will capture taxes from new development that will be used to pay/reimburse the local share of business park public infrastructure costs.

No action of the Brownfield Redevelopment Authority is required regarding this matter.



**REQUEST FOR QUALIFICATIONS
&
COST PROPOSAL**

**ENGINEERING SERVICES – DEERFIELD/RIVERSIDE
BUSINESS/INDUSTRIAL PARK PROJECT**

March 11, 2025

I. PROCEDURES

A. ISSUING ENTITY

The City of Ionia (“City”) is the entity issuing the RFQ/P.

B. DEADLINE FOR RECEIPT OF PROPOSALS

The deadline for receipt of proposals is April 1, 2025, 2:00 PM EST

C. SUBMISSION AND RECEIPT OF PROPOSALS

For a submission to receive consideration, it must be received prior to the deadline. No late submissions will be accepted. An authorized officer of the Consultant shall sign the Certification and all proposal forms. Proposals must be clearly labeled **“QUALIFICATIONS & COST PROPOSAL – ENGINEERING SERVICES – DEERFIELD/RIVERSIDE INDUSTRIAL PARK PROJECT”**. Both electronic and paper copies shall be submitted. One complete copy of the proposal, including all attachments must be submitted in PDF format and submitted to pgarland@ci.ionia.mi.us. Three (3) sealed paper copies shall be submitted and mailed or delivered to:

Precia Garland, City Manager
114 N. Kidd Street
PO Box 496
Ionia MI 48846

Proposals are considered received when in the possession of the City of Ionia City Manager’s office.

D. TIMELINE:

The timeline for the RFQ/P is as follows:

March 11, 2025	RFQ/P Issued
March 25, 2025	Questions/Inquiries Due Date
April 1, 2025	Responses Due Date
April 15, 2025	Selection Committee Reviews Proposals
April 21-23, 2025	Consultant Interviews (if deemed necessary)
May 7, 2025	City Council approves recommended Professional Services Agreement with preferred engineering firm

E. OFFICIAL DOCUMENTS

The City officially distributes proposal documents via the City of Ionia website, www.cityofionia.org and BidNet Direct, www.bidnetdirect.com/mitn/cityofionia.

Copies of all official documents will also be available at the Ionia City Hall, 114 N. Kidd Street, Ionia MI 48846 at the city manager’s office.

The City cannot guarantee the accuracy and is not responsible for any errors contained in any information received from alternate sources.

F. INTERPRETATION OF PROPOSAL AND/OR CONTRACT DOCUMENTS

Any interpretation to a proposer regarding the RFQ/P or any part thereof is valid only if given by the Ionia City Manager (“Manager”). Any information given by other sources is unofficial. Interpretations may or may not be given orally and may be written depending on the nature of the inquiry. Interpretations that could affect other proposers will be in writing and issued by the Manager. All inquiries shall be made within a reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before proposals are opened. Inquiries received that are not made in a timely fashion may or may not be considered. Any inquiries related to this RFQ/P should be sent to:

City of Ionia
Attn: Precia Garland
114 N. Kidd St., PO Box 496, Ionia MI 48846;

or by email to pgarland@ci.ionia.mi.us; or phone at 616-527-5776.

G. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this RFQ/P will be posted on the City website and will also be on file in the City Manager’s office. It shall be the proposer’s responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda.

H. ALTERNATES

Proposers are cautioned that any alternate proposal, unless requested by the City, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this RFQ/P, may be considered non-responsive, and at the opinion of the City, may result in rejection of the proposal.

I. ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer’s ability to meet the requirements of the RFQ/P. Decorative bindings, colored displays, promotional material, etc., are discouraged. Emphasis should be on completeness and clarity of competency/qualifications.

J. AWARD

Proposals will be reviewed by a Selection Committee composed of the City Manager, DPW Director, and Utilities Director for evaluation. Proposing firms may be asked to participate in an interview to further discuss qualifications and to answer questions. A Professional Services Agreement (PSA) will be awarded to the responsible, responsive firm whose proposal, conforming to this solicitation, will be most advantageous to the City, price and other factors considered.

The City reserves the right to accept or reject any or all proposals, in part or whole and to waive informalities and minor irregularities in bids received.

K. WITHDRAWAL

Proposals may only be withdrawn by written notice prior to the date and time set for the submission of proposals. No proposal may be withdrawn after the deadline for submission.

L. DEFAULT

No bid or proposal shall be accepted from any party (Consultant) who is in default on the payment of taxes, licenses, or other monies due to the City of Ionia.

M. NON-COLLUSION CLAUSE

By signing and submitting this proposal, proposer states that his/her proposal is genuine and not collusive or sham; such proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said proposal price.

N. NON-DISCRIMINATION CLAUSE

By signing and submitting this proposal for consideration of an award by the City of Ionia, the proposer covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, sexual orientation, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

II. PROJECT DETAILS

A. DESCRIPTION

The City of Ionia is seeking qualifications and cost proposals from qualified engineering firms (Consultant) to provide engineering services and biddable construction plans related to the layout, design and construction of public facilities and utilities for the future Deerfield/Riverside High Tech Business/Industrial Park. The selected Consultant will be the primary provider of such services as outlined in Section II.C. below.

B. BACKGROUND:

The Deerfield/Riverside site contains approximately 170 acres and was previously home to two Michigan Department of Corrections facilities. It is currently owned by the Michigan State Land Bank Authority (SLBA) and the City of Ionia is currently seeking co-ownership status from the SLBA. All buildings and structures on the site, along with internal roadways, parking lots, underground tunnels, private water services, private sanitary sewer laterals, etc., were demolished in 2023-2024. Existing City of Ionia water distribution mains and sanitary sewer collection lines were retained, as shown on the attached GIS map (Appendix I). Environmental assessment and remediation activities were completed/ongoing in 2024-2025, making the site now ready for redevelopment.

As illustrated by the attached design concept (Appendix II), the City wishes to utilize a little less than half of the site as a future high-tech industrial park, containing eight, parcels/development sites ranging from approximately 5 to 10 acres that are served by new municipal public infrastructure (city street with storm sewer, plus water and sanitary sewer service.) The City intends to pursue grant funding from the Economic Development Administration and other potential sources to assist it in constructing the new public infrastructure. It should be noted that the remaining half of the site is intended for residential development, and pre-development agreement activities are currently in process with Allen Edwin Homes for this purpose. Note that the site is split with a north-south boundary, resulting in an east half residential, west-half business/industrial land uses.

C. SCOPE OF WORK

The technical and design services requested via this RFP/Q solicitation for the future Deerfield/Riverside High-Tech Industrial Park project will include:

Phase I:

1. Facilitating/conducting a land and topographical survey of the newly cleared site and conducting any other preliminary studies/data collection as required to enable project design (i.e., soil borings, etc.)
2. Facilitating/conducting an assessment of the condition of the existing public infrastructure on site (specifically water distribution and sanitary sewer collection

systems) and determining the adequacy thereof to serve the entire development site area.

3. Devising a recommended layout for the future industrial park, along with the associated plat, master deed, or other form of recommended land division to best facilitate and maximize flexibility of future development.
4. Based on the recommended layout for the future industrial park, developing engineered plans and specifications to enable competitive bidding for the construction of a public roadway, watermain with associated lateral stubs, and sanitary sewer main with associated lateral stubs to serve the industrial park sites. All such plans and specifications will comply with the City of Ionia's Municipal Standards.
5. Engineering plans and specifications will also consider and provide an opportunity to locate and place other privately owned utilities (i.e., natural gas, electricity, and broadband).
6. Calculating final construction cost estimates that can be utilized along with plans and specifications to facilitate potential EDA or like grant applications.

To be performed as a second phase of the project with a separate PSA (Phase II):

7. Functioning as the City's representative during construction bidding, ensuring documents are provided to prospective construction contractors, reviewing bids after opening to ensure accuracy and completeness.
8. Providing construction inspection services, including technical observation and direction of construction project; performing or coordinating survey stakeout and/or material testing during construction phase.
9. Performing GIS mapping and updating with as-built data following construction completion.
10. Providing all other engineering services as necessary to carry out the successful design, bidding, and construction of the Deerfield/Riverside High Tech Industrial Park.

D. SELECTION CRITERIA:

Requested information is intended to provide information that will assist the City in selecting the most qualified, competent, experienced, responsive and economical Consultant, who will best serve the needs of the City. During the evaluation process, where it may serve its best interest, the City reserves the right to request additional information or clarifications from proposers, to reject any or all proposals or unauthorized modifications, to allow corrections of errors or omissions, or to waive irregularities.

The Selection Committee will evaluate all proposals based upon the submittal requirements. After a review of the written proposals, selected firms may also be asked to participate in an in-person interview or field follow-up questions. The City Manager, with assistance from the Selection Committee, will designate the proposal that best fits the City's needs and recommend it to the Ionia City Council for final approval and execution of a PSA.

The City Manager is not obligated to recommend a contract based on any singular criteria, including cost. The selected firm will be required to enter into a written PSA with the City that will detail the specifics of the relationship and include scope of work, compensation, insurance requirements and other matters.

III. SUBMITTAL REQUIREMENTS:

Proposals should demonstrate the qualifications, experience, service level, cost of services, competence, and capacity of the Consultant. The City considers qualified Consultants to be those that demonstrate the appropriate experience, capability, knowledge, and financial ability to implement the Scope of Work outlined in Section II.C above.

As part of the City’s determination regarding a proposer’s qualifications, the City will review and analyze the experience and qualifications of the proposer as a whole, **placing emphasis on the individual (“key” personnel) who will provide the bulk of the consulting services** outlined in Section II.C – Scope of Work.

Each statement of qualifications must address all points listed below:

1. Firm Overview:

- a. Full name and address of the firm with a short description of the firm. Include a description of the business organization, year established, federal ID number, the firm’s legal formation (e.g., corporation, sole proprietor, etc.) and state of incorporation, if applicable. List the firm’s officers (up to three). Page limit for this section is two (2) pages.
- b. List the location and address of the firm’s office in Michigan that will provide the engineering services to the City, and where the “Key” personnel are located.
- c. Provide a list of firm’s primary services. Provide a list of the firm’s engineering services (if different than primary services). Page limit for this section is one (1) page.

2. Qualifications:

- a) Provide resume(s) for the “Key” personnel. The City anticipates that the “Key” personnel to be the individual acting as contact with the City and its Manager, and who will provide the vast majority of consulting services listed in the Scope of Work. Resume and/or narrative response

shall provide, at a minimum, his/her education degree(s), institution(s) issuing the degrees, and year(s) received; certifications and registrations; years and position(s) with the company; years with other firms and firm names; types of services “Key” individual is qualified to perform; demonstration of familiarity by “Key” individual with services required for this project; recent experience of “Key” individual and his/her roles in similar projects. Response shall be limited to not more than four (4) pages.

- b) Provide resumes for not more than two (2) staff persons who may assist the “Key” personnel with performing services listed in Section II.C above. Resume and/or narrative response shall provide, at a minimum, education degree(s), institution(s) issuing the degrees, and year(s) received; certifications and registrations; years and position(s) with the company; years with other firms and firm names; types of services the staff persons are qualified to perform; demonstration of the familiarity of the staff persons with services required for this project; recent experience of staff persons and their roles in similar projects. Response shall be limited to not more than four (4) pages.
- c) Please demonstrate the previous experience of the “Key” personnel by describing five (5) similar projects completed or in progress with governmental entities within the past five (5) years. For each such project, provide a one or two-page summary that includes:
 - i. Project name and location.
 - ii. Client name; specify entity or department.
 - iii. Short project description.
 - iv. Role of “key” personnel.
 - v. List of services provided.
 - vi. Client contact information (name, title, phone number, email address).
- d) Describe what additional “value added services” firm can provide. Page limit for this section is one (1) page.
- e) List the key differentiators of the firm. What factors distinguish it from competitors? Page limit for this section is one (1) page.

3. References:

The City may solicit references from some or all client contacts as provided above with previous experience profiles.

4. Compensation/Fees:

Consultant shall provide a fee schedule, detailing hourly rates and reimbursable expenses for the services requested in Section II. C., for each phase (Phase I and Phase II). Consultant shall roughly estimate the number of hours required to perform the tasks associated with Phase I and Phase II and provide an estimated total cost for each phase, which the City may generally rely upon for budgeting purposes.

5. Conflict of Interest:

- a) Disclose any conflicts or perceived conflicts of interest this contract may produce.
- b) Identify what procedures Consultant utilizes to identify and resolve conflicts of interest.

6. Copies of the following items:

- a) Comprehensive General Liability and Property Damage coverage.
- b) Professional Liability (Errors and Omissions) coverage.
- c) Worker's Compensation coverage.
- d) Any and all relevant license/registration numbers.

7. Certification

I hereby state that I have read, understand, and become thoroughly familiar with and understand the terms and scope of work contained in the RFQ/P.

I hereby state that all information I have provided is true, accurate and complete to the best of my knowledge.

I hereby state that I have authority to submit this proposal, which will become the basis for a binding contract if recommended by the City Manager and approved by the Ionia City Council.

I hereby state that this proposal will remain valid for not less than six (6) months from this certification date.

Signed: _____

Type or Print Name: _____

Title: _____ Date: _____

Company Name: _____

Address: _____

Contact Name: _____

Contact Phones:

Office: _____

Cell: _____

Contact E-mail: _____

(Sample agreement - for execution with selected consultant)

**City of Ionia
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2025, by and between the City of Ionia, a Michigan municipal corporation, of 114 N. Kidd Street, PO Box 496, Ionia, Michigan, 48846, (the "City"), and _____, a (sole proprietorship/ partnership/corporation) of _____, (if a corporation, state of incorporation) (the "Consultant");

WHEREAS, the City desires to engage the services of the Consultant to furnish technical and professional assistance concerning the project which is described as:

[BRIEF DESCRIPTION OF PROJECT]

and the Contractor wishes to furnish such technical and professional service to the City and has represented that the Contractor has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.
 - A. Request for Proposals/Bids
 - B. Consultant's Proposal/Bid
 - C. Schedule of Payments
 - D. Timetable for Activities
2. Scope of Services. The Consultant shall provide services in accordance with and as set forth in the Agreement documents.
3. Compensation and Method of Payment. The City shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement a total sum not to exceed \$_____ in accordance with the Schedule of Payments.
4. Period of Performance. The services to be rendered under this Agreement shall commence within five working days of execution hereof. Performance shall be in accordance with the Timetable for Activities.
5. Independent Contractor. The relationship of the Consultant to the City is that of an independent contractor and in accordance therewith, the Consultant covenants and

agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the City or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Consultant to be a joint venture.

6. The Consultant's Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Consultant shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under this Agreement or under any other contract between the Consultant and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Consultant.

8. Indemnity. The Consultant shall indemnify and save harmless the City, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Contractor or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Consultant to comply with the provisions of this Agreement. The Consultant shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them.

The City hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against the City without its express written consent. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitation.

The Consultant expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.

9. Insurance. The Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant will upon execution of this Agreement provide a certificate of insurance to the City Manager. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City.

A. Commercial General Liability. The Consultant shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Consultant’s work, including completed operations coverage (if required in the Request for Proposals/Bids).

B. Professional Liability. The Consultant shall also acquire and maintain professional liability insurance coverage in the amount of \$1,000,000 minimum per occurrence or, if per occurrence is unavailable to the Consultant, on a claims made basis with a three (3) year reporting period; or in the alternative, the Consultant must continuously maintain the required Professional Liability coverage on a claims made basis for the duration of the project plus three years after project completion. If the Consultant’s Professional Liability policy is canceled or not renewed and replacement coverage without an equivalent retro date is not procured, then the Consultant must purchase a three-year Extended Reporting Period at the Consultant’s expense (if required in the Request for Proposals/Bids).

C. Automobile Liability. The Consultant shall acquire and maintain during the life of this Agreement, automobile liability insurance, including applicable “no-fault” coverage, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

D. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Consultant shall provide a certificate of insurance or copy of state approval for self-insurance to the City Manager upon execution of this Agreement.

10. Compliance with Regulations. The Consultant shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

11. Standard of Conduct. The Consultant shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

12. The City's Obligation. The City shall provide the Consultant with all information currently available to the City upon request of the Consultant. The City Manager shall designate a City employee to be the City's representative for purposes of this Agreement.

13. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

14. Prohibition Against Assignment. This Agreement is intended to secure the service of the Consultant because of its ability and reputation and none of the Consultant's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the City Manager. Any assignment, subcontract or transfer of the Consultant's duties under this Agreement must be in writing.

15. Third Party Participation. The Consultant agrees that despite any subcontract entered into by the Consultant for execution of activities or provision of services related to the completion of this project, the Consultant shall be solely responsible for carrying out the project pursuant to this Agreement. The Consultant shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Consultant in the conduct of the project unless the City Manager and the Consultant agree to modification in a particular case. The Consultant shall not subcontract unless agreed upon in writing by the City.

16. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

17. Interest of the Contractor. The Consultant represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Consultant's services and duties hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Consultant further covenants that neither it nor any of its principals are in default to the City.

18. Covenant Against Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty,

the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

19. Qualifications of the Consultant The Consultant specifically represents and agrees that its officers, employees, agents and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the duties they perform hereunder.

20. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

21. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

22. Termination.

A. For Fault. If the City Manager determines that the Consultant has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Consultant specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Consultant shall correct the violations referred to in the notice. If the Consultant does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Consultant at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City to proceed against the Consultant under law or terms of this Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate this Agreement by written notice to the Consultant specifying the services terminated and the effective date of such termination. Upon termination, the Consultant shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

23. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay

or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. “Force Majeure” means unforeseeable events beyond a party’s reasonable control and without such party’s fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the City may terminate this Agreement.

24. Delay. If the Consultant is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the City in its sole discretion to be equivalent to the time of such delay. The City may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the City, the Consultant shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the City as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

25. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Consultant, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Consultant, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement’s terms shall prevail.

26. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the City of Ionia, State of Michigan.

27. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it may be decided by final and binding arbitration according to the rules and procedures of American Arbitration Association or a similar agreed to organization. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.

C. Venue. All meetings, hearings and actions to resolve the dispute shall be in Ionia City.

D. Notice. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must direct the parties to mediation before issuing an award.

28. Reuse of Documents. All documents and electronic files delivered to the City are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the City shall become property of the City upon completion of the work and payment in full of all monies due the Contractor. Copies of the City-furnished data that may be relied upon by the Consultant are limited to the printed copies (also known as hard copies) that are delivered to the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Consultant are only for convenience of the Consultant. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the City for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Consultant. Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the Consultant to the City shall be in a compatible software format for use by the City. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Consultant's seal or the identification of the Consultant in the title block.

29. Freedom of Information Act. The Consultant acknowledges that the City may be required from time to time to release records in its possession by law. The Consultant hereby acknowledges that the City must release any records or materials received by

the City that qualify for release, as requested and required by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Consultant shall not be held liable for any reuse of the documents prepared by the Consultant under this Agreement for purposes other than anticipated herein.

30. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

31. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

32. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

33. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Consultant recommend further work concerning the project, the City is under no obligation to engage the Consultant in such work.

34. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF IONIA

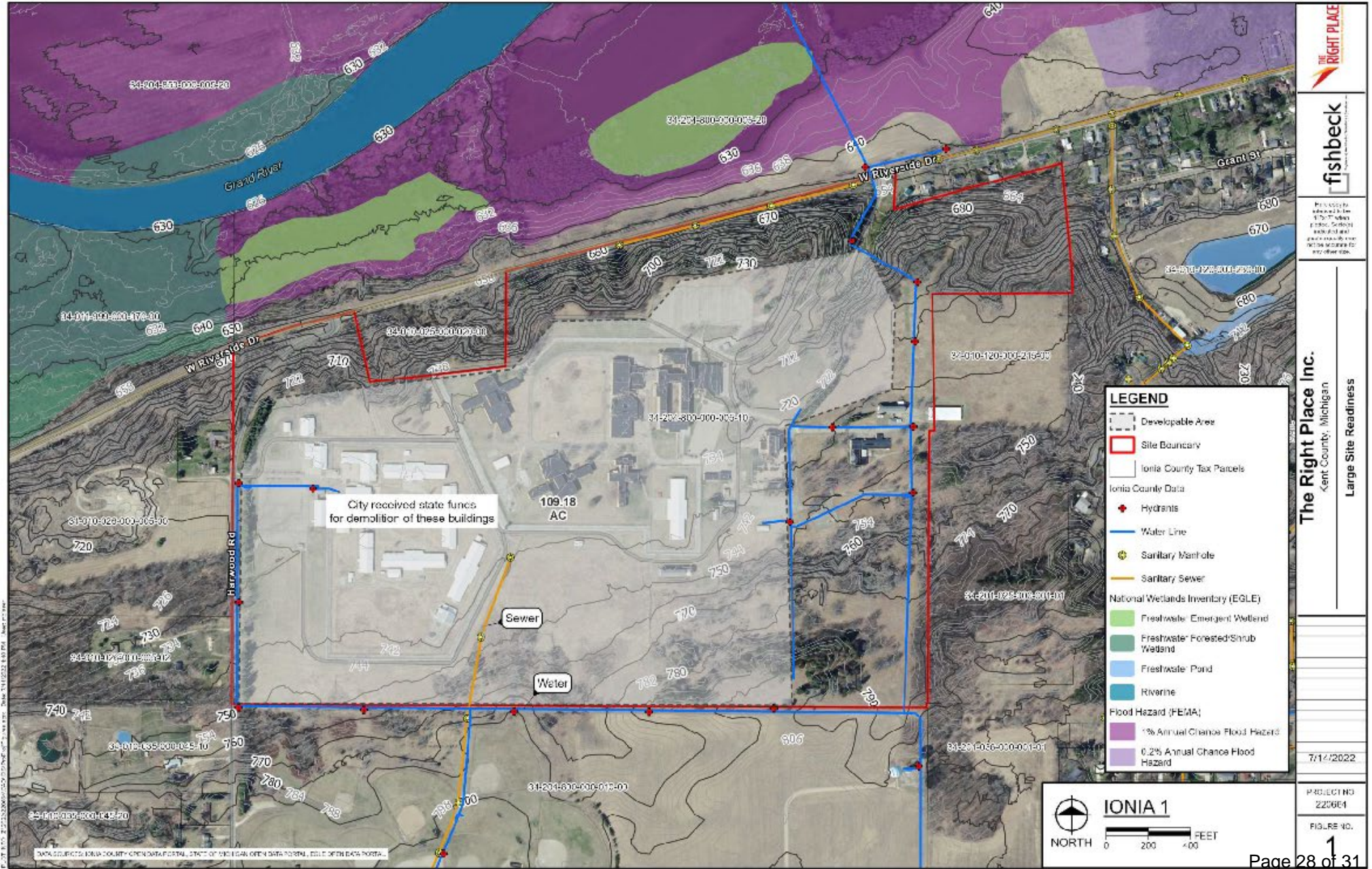
By _____
Precia L. Garland, City Manager

CONSULTANT

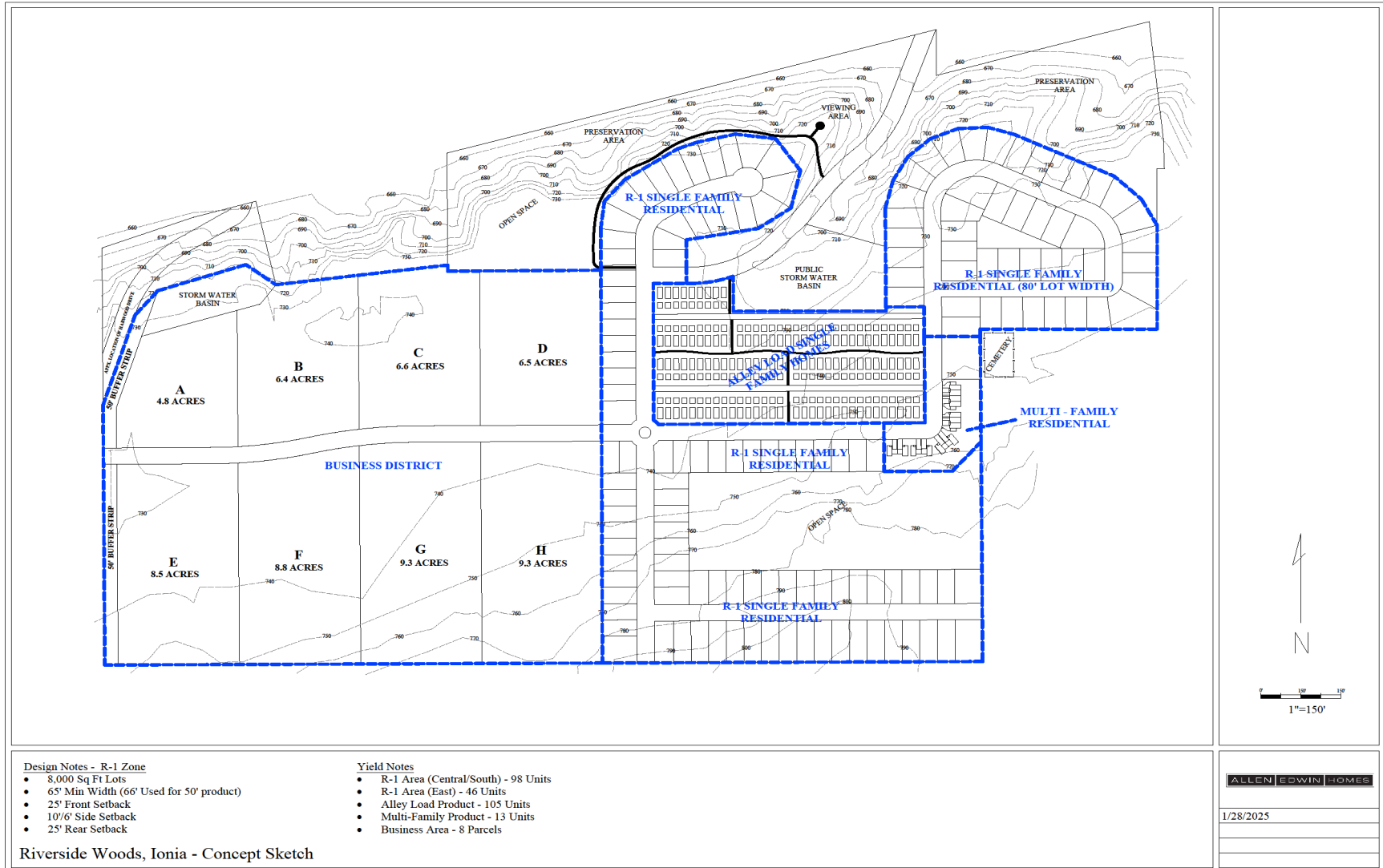
By _____
Signature

Name and Title (print or type)

Appendix I



Appendix II



- Design Notes - R-1 Zone**
- 8,000 Sq Ft Lots
 - 65' Min Width (66' Used for 50' product)
 - 25' Front Setback
 - 10'/6' Side Setback
 - 25' Rear Setback

- Yield Notes**
- R-1 Area (Central/South) - 98 Units
 - R-1 Area (East) - 46 Units
 - Alley Load Product - 105 Units
 - Multi-Family Product - 13 Units
 - Business Area - 8 Parcels

Riverside Woods, Ionia - Concept Sketch

ALLEN EDWIN HOMES

1/28/2025



CITY OF IONIA

STAFF REPORT FOR BROWNFIELD REDEVELOPMENT AUTHORITY AGENDA ITEM

Agenda Item: VI.3

TO: Brownfield Redevelopment Authority Board Members
FROM: Precia Garland, City Manager
DATE: April 14, 2025
RE: Deerfield-Riverside: Residential Development Update

Background:

The City of Ionia and the State Land Bank Authority entered into a pre-development agreement with Allen Edwin Homes (AEH) in July 2024, providing AEH with the exclusive right to design proposed residential development plans for approximately one-half of the Deerfield-Riverside site. The term of this agreement was for 180 days. When the agreement neared the end of its initial term, the parties agreed to extend it by an additional 180 days, given the reasonable progress made by AEH toward conceptual design plans. Since the agreement's extension, several productive meetings with City leadership and SLBA staff have followed, leading to development of the current conceptual site plan, which follows this communication. Per our request, layout of the proposed streets has been modified from initial design concepts to reflect a more traditional, grid-oriented design. A mixture of housing typologies was also added to include a large, cottage-courtyard neighborhood near the center of the site, with surrounding traditional single family structures and a few multi-family options. Residential units include: 144 traditional single-family units, 105 cottage courtyard (rear alley load) units, and 13 multi-family units.

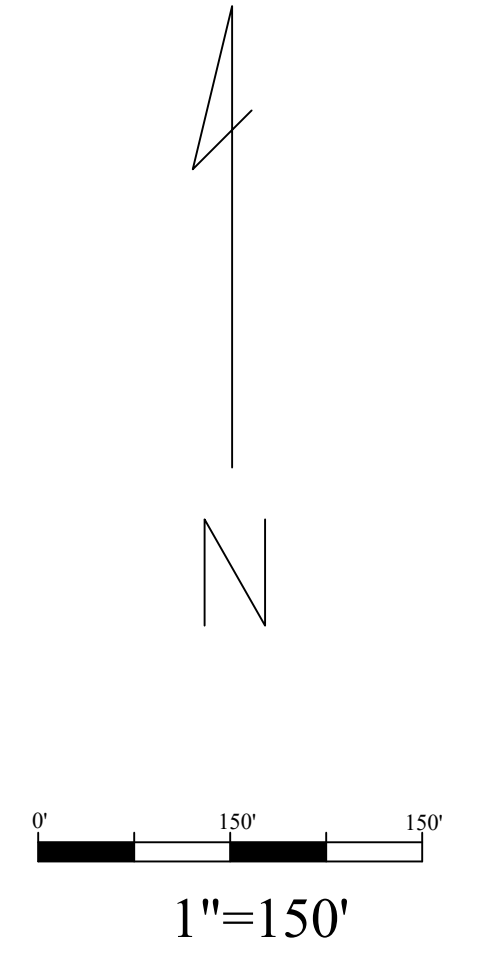
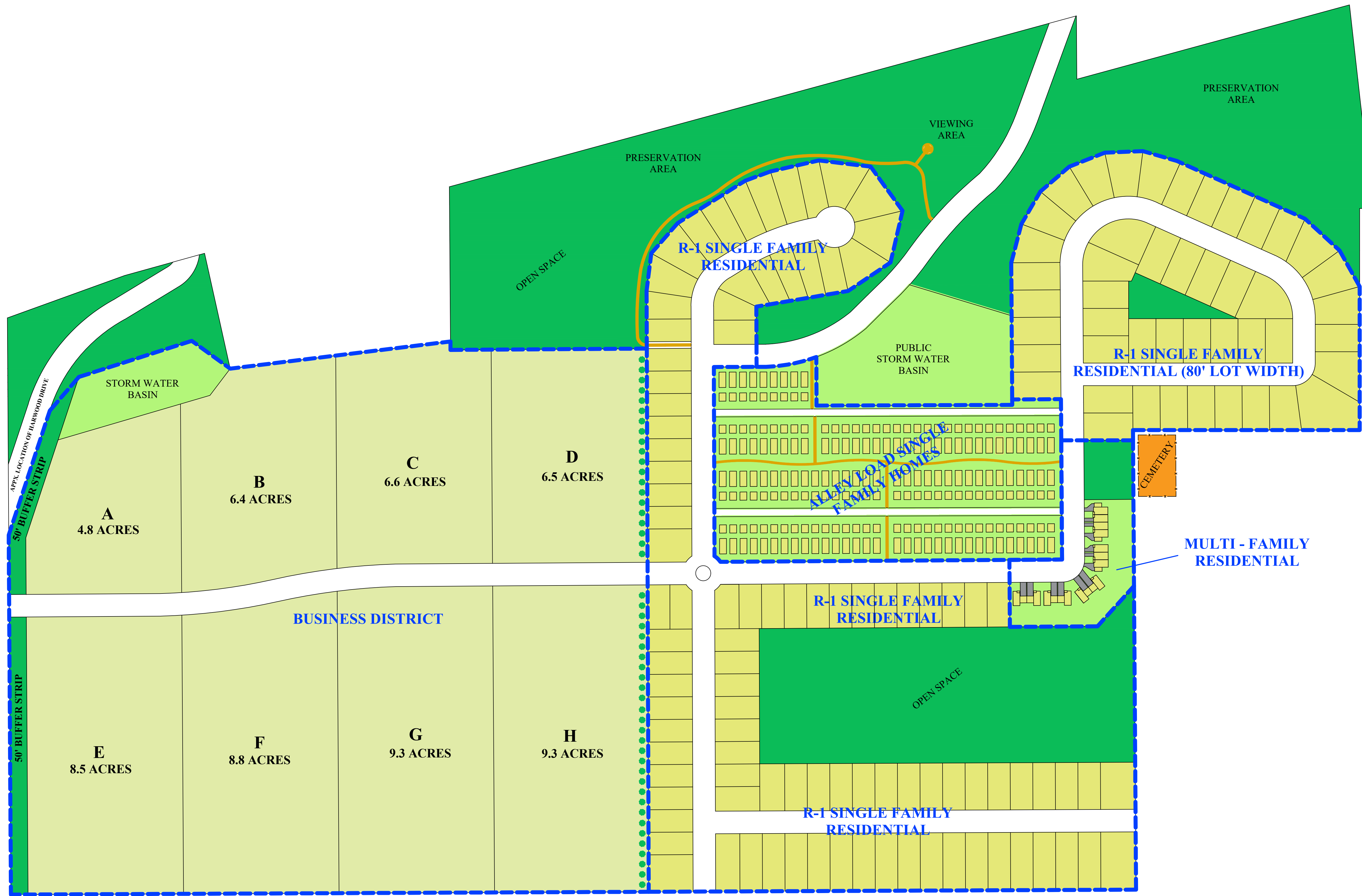
Illustrative elevations were requested and will be provided at the meeting, to demonstrate the various proposed architectural styles of the homes. The goal here again was to create some diversity in architectural styles, to avoid a "cookie-cutter" uniformity in housing design.

Requested Action / Motion:

Discussion is requested from the Brownfield Redevelopment Authority to offer impressions and suggestions regarding the status of current residential development concepts, prior to finalization of designs for presentation to the Ionia City Council.

Motion By:

Seconded By:



Design Notes - R-1 Zone

- 8,000 Sq Ft Lots
- 65' Min Width (66' Used for 50' product)
- 25' Front Setback
- 10'6" Side Setback
- 25' Rear Setback

Yield Notes

- R-1 Area (Central/South) - 98 Units
- R-1 Area (East) - 46 Units
- Alley Load Product - 105 Units
- Multi-Family Product - 13 Units
- Business Area - 8 Parcels

**CONCEPT ONLY - SUBJECT TO CHANGE
BASED ON ENGINEERING FEASIBILITY
AND SITE CONDITIONS**

Riverside Woods, Ionia - Concept Sketch

ALLEN EDWIN HOMES

1/28/2025