



**CITY OF COOPERSVILLE
DOWNTOWN DEVELOPMENT AUTHORITY**

ESTABLISHED MARCH 12, 1990

**SNOWPLOWING AGREEMENT BETWEEN THE
COOPERSVILLE DOWNTOWN DEVELOPMENT AUTHORITY
AND
J.B. OUTDOOR SERVICES LLC**

This Agreement dated this 9th day of November 2021 is entered into by the Coopersville Downtown Development Authority, 289 Danforth Street, Coopersville, Michigan, 49404, (hereinafter known as "DDA"); and J.B. Outdoor Services, (hereinafter known as "J.B. Outdoor Services"); 16075 40th Ave. Coopersville, MI 49404

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Offer and Acceptance. J.B. Outdoor Services offers and agrees to provide snowplowing and snow removal as provided herein, for the fee and in accordance with the other terms and conditions set forth in this Agreement.

The DDA accepts the offer of \$35,000.00 annually upon the terms and conditions set forth in this Agreement.

2. Length of Agreement. This Agreement will remain in effect for two (2) years, through April 22, 2023.

3. Service Fee. The total price for the snowplowing and sidewalk snow removal, as set forth herein shall be \$35,000.00 annually for the period from today through the third week of April.

4. Annual Fee Payment Schedule. The Annual fee will be broken into five (5) equal payments for each snow plowing & snow removal season. Seven Thousand dollars (\$7,000.00) to be paid by the Thursday after the November city council (or upon receipt of the returned signed contract); Seven Thousand dollars (\$7,000.00) to be paid by the Thursday after the December council meeting; Seven Thousand dollars (\$7,000.00) to be paid by the Thursday after the February council meeting; Seven Thousand dollars (\$7,000.00) to be paid by the Thursday after the March city council meeting; and

Final payment of Seven Thousand dollars (\$7,000.00) will be paid following a damage inspection which will be conducted by the third week of April. All or a part of the funds from the final payment will be used to cover the costs of any property damage.

5. Services to be Provided and Snow Depth. J.B. Outdoor Services agrees to provide snow plowing, and snow removal service upon the accumulation of two inches (2") or more for an overnight snowfall and four inches 4" for a daytime snowfall event.

6. Streets and Parking Lot Areas:

- Main Street between Eastmanville/Ottawa Streets and First Street including all parking spots;
- The North Main Street parking lot between Ottawa Street and Church Street, which includes the three entrances south of Perennial Park, between 246 Ottawa and 260 Ottawa Street, and between the back of 327 Main Street and 246 Ottawa.
- The Municipal Parking Lot on the corner of First Street and Main Street;
- The driveway and parking area immediately in front of 264 Main Street;
- The South Main Street alley and parking lot between Eastmanville Street and First Street; LaFleur/Historical Museum parking lot at the corner of Main and Ottawa Streets;

7. Sidewalk and Crosswalks:

- All sidewalks and crosswalks on north and south side of Main Street between Eastmanville/Ottawa to Church St [Area A on map];
- All sidewalks and crosswalks in the North Main Street parking lot including the parking areas and sidewalks immediately behind the buildings, including decks and ramps and around the DDA pavilion [Area B on map];
- The sidewalks on the east side of Ottawa Street between Main Street and the North parking lot's northern-most exit (next to Perennial Park) [west side of Area B on map];
- The sidewalk Walk-Thru Park, which is located between 297 Main Street and 303 Main Street w/ snow blower, from the Main Street bump out north to the ODA Pavilion [between Area A and B on the map];
- The sidewalk located between 260 Ottawa and 274 Ottawa [on northwest corner of Area B on the map];
- The sidewalks on west side of Church Street between Main Street and the North parking lot's northernmost exit [east side of Area B on map];
- The sidewalk walk-thru located east of 270 Main Street, from Main Street south to the alley, diagonally across the alley, and south across the railroad tracks to the City Hall parking lot [next to Area D and across Area E];
- The sidewalks on the west side of Ottawa Street from the Depot's southernmost landscape island south to Main Street [adjacent to Area F];
- The sidewalks on the north side of Main Street, from Eastmanville/Ottawa west to Center Street [adjacent to Area F]; and
- The sidewalks within the Pocket Park on the southeast side of Main Street and Eastmanville Street [between area A and E]. Note* the map does not show the updated park as it is

8. Snow Depth and Hours of Plowing. In the event of a **night** snowfall (between 10:00 P.M. and 7:00 A.M.) with accumulation of 2" or more, all areas and sidewalks as indicated on the map should be cleared of snow by 7:00 A.M.. A **daytime or evening** snowfall event with accumulations of 4" or more (between 7:00 A.M. to 10:00 P.M.) must be cleared from all main drives, roadways, and accessible parking areas. J.B. Outdoor Services is expected to monitor Coopersville snowfall events and contact the city in case of a question. J.B. Outdoor Services must also be available at the city's request. The Department of Public Works (DPW) will occasionally plow main alleyways, roadways and throughfares if accumulations are not significant enough to meet the minimum trigger for plowing to help keep areas open between plowing events. J.B. Outdoor Services will be required to have areas cleaned by 7am the following day if the accumulations reach the 2" trigger.

9. Snow Removal.

- All snow must be removed to the snow storage areas.
- Snow will not be deposited in the road or road right-of-way or left in the road or road right-of-way.
- All snow on the north and south sides of Main Street will be cleared and the curb fully accessible and clear of snow piles.
- Snow will be removed from all parking spots on Main Street between Eastmanville and First Streets, with special focus on clearing the handicap spots.
- Snow will be cleared from the inset parking areas and sidewalks of the back of the Northside Businesses adjacent to the North Parking Lot including decks and ramps.
- Snow will be removed from all sides of the DDA Pavilion in the North Parking lot, keeping all sides accessible
- Snow will not be deposited or left in front of the businesses or parking areas on Ottawa.
- Snow and snow piles will be cleared prior to special downtown events regardless of snowfall events. Dates will be provided to successful bidder prior to event.

10. Snow Storage. The Coopersville Downtown Development Authority agrees to allow J.B. Outdoors Services to store snow in the following locations:

- A minimal amount on up to six parking spaces in Area B (the North Parking Lot) immediately north of the DD pavilion;
- A minimal amount on the spit of grass in the northwest corner of Area F (LaFleur/Museum Parking Lot), north of the sidewalk pass-thru; and
- The majority of snow may be stored in the empty lot in the Railroad Yard on Eastmanville Street south of the tracks.

If the Railroad Yard is unavailable, an area for snow storage will be provided by the DDA in the immediate downtown area or the contract will be renegotiated. The City's Department of Public Works will assist in snow removal to Vet's Park as their schedule allows.

11. Service Inspections. Following any snowfall of 2" or more (night) or 4" or more (daytime) a representative designated by the Coopersville Downtown Development Authority may inspect the snow removal service provided. This inspection must provide adequate time for clearing of the snow and must allow adequate response time after a snowfall reaches the trigger amount. If these inspections show any condition which in the representative's reasonable judgment renders the snow clearing service defective, J.B. Outdoor Services shall be contacted immediately. A written notice documenting the defects will be provided at a later date.

If J.B. Outdoor Services declines to correct the deficiencies immediately to the satisfaction of the Downtown Development Authority's inspector, or if deficiencies continue to be observed by the inspector, the Downtown Development Authority may, as its sole remedy, terminate this Agreement without further liability.

12. Equipment and Labor. J.B. Outdoor Services agrees that all of its employees and equipment operators are lawfully licensed drivers of heavy equipment and other vehicles which will be used in the performance of the services set forth herein. J.B. Outdoor Services agrees that all of its employees have received required MIOSHA and OSHA training regarding the safety procedures associated with the operation of the equipment which will be used in the performance of the services set forth herein.

13. Fair Employment Practices. The City of Coopersville and DDA is an Equal Opportunity Provider and Employer. As a City and DDA contractor, J.B. Outdoor Services agrees to adhere to Equal Opportunity practices, to not discriminate against any employee or applicant for employment to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, nation origin, ancestry, handicap or any other basis prohibited by State or Federal law or regulations.

14. Professionalism. As this is a highly visible service to the community, the DDA expects J.B. Outdoor Services to maintain a professional appearance and demeanor, especially when interacting with the staff, citizens, and businesses of the City. Should issues arise, J.B. Outdoor Services will immediately contact Bryan Buist, Department of Public Works Supervisor to mediate and will defer to the judgement of Buist and the DDA Director.

15. Insurance and Release from Claims. J.B. Outdoor Services agrees that it will maintain casualty, property damage and collision insurance as required by the State of Michigan No-Fault motor vehicle laws and any other applicable laws or regulations. J.B. Outdoor Services agrees to provide proof of insurance in the amount of \$500,000 for general liability, \$500,000 for automobile liability and \$100,000 for worker's compensation and employer's liability insurance.
16. Indemnify and Hold Harmless Clause. J.B. Outdoor Services agrees to indemnify and hold the Coopersville Downtown Development Authority and the City of Coopersville harmless for any injury to its employees or damage to its equipment that may result from the services rendered by J.B. Outdoor Services. J.B. Outdoor Services agrees to indemnify and hold the Coopersville Downtown Development Authority, and the City of Coopersville harmless and agrees to accept full responsibility for any damages or injuries caused by its employees or equipment which may result from the performance of the services set forth herein.
17. Property Damage and Repair. J.B. Outdoor Services agrees to replace and or repair anything damaged as a result of snow removal. This includes but is not limited to turf, shrubbery, trees, benches, fences, and curbs. All repairs will be assessed and must meet the approval of the Department of Public Works Supervisor, or his designee, and shall be completed no later than May 15 of each contract year.
18. Termination of Agreement. The parties agree that this agreement may be terminated by either party for cause with sixty (60) days WRITTEN notice.
19. Renewal. This agreement may be considered for renewal by the DDA at a total price of \$35,000.00 for one (1) year if the following conditions exist at the end of April 2022:
- A. Sixty-seven percent of the business owners in the old downtown district rate the job done by J.B. Outdoor Services as "good" or better; or if no survey is taken, to the satisfaction of the DDA Director and Department of Public Works Supervisor.
 - B. All damage to facilities by J.B. Outdoor Services is repaired or the DDA compensated for repair materials and time.
 - C. Compensation remains mutually agreed upon by both J.B. Outdoor Services and the DDA.
20. Binding Effect. This Agreement shall bind the parties and their respective successors and assigns.
21. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of the Agreement.
22. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties hereto relating to the plowing and removal of snow from Streets, Parking Lots and Sidewalks in the DDA Historical Downtown District by J.B. Outdoor Services. No amendment, alteration or change shall be made except by written instrument signed by all of the parties.

[Signatories are continued on the next page]

IN WITNESS WHEREOF, the parties have signed this Agreement on this 9th day of November 2021.

Witness:

Ron Veldman
Signature

Ron Veldman / Chair
Print/Name/Title ^{DDA}

J.B. OUTDOOR SERVICES

[Signature]
Signature

Justin Beckum (owner)
Name

Witness:

Greg Slater
Signature

Greg Slater / Co-Chair
Print Name/Title ^{DDA}

COOPERSVILLE DDA

Dennis Luce
Signature

Dennis Luce - City Manager
Name