



Holland Charter Township

353 North 120th Avenue • Holland, MI 49424 • phone: 616.396.2345 • Fax: 616.396.2537

Memorandum

TO: Board of Trustees
FROM: Steve Bulthuis
DATE: October 14, 2025
SUBJECT: Pathway Maintenance Agreement

The Township has provided pathway maintenance services to Zeeland Charter Township (ZCT) for nearly thirty years. This year staff, led by ZCT Manager Josh Eggleston, drafted a new agreement to better define the services provided as well as update the rate charged. Services to be provided are noted in Exhibit B of the attached and include:

- Mowing
- Weed control
- Snow removal
- Tree/brush trimming
- Minor repairs (signs, potholes, fences, bridges)
- Safety markings

The rate under the new agreement is \$2,373/mile annually. ZCT currently has 17.9 miles of pathway. The agreement calls for an adjustment of the rate annually based on factors such as inflation and labor rates. The term of the agreement is one year which renews automatically unless one of the parties seeks to terminate the agreement.

Staff is seeking authorization to have the Manager sign the agreement.

Please contact me with any questions concerning this matter.

Pathway Maintenance Agreement

I. Parties

THIS AGREEMENT, dated _____ between HOLLAND CHARTER TOWNSHIP, a Michigan governmental charter township of 353 N. 120th Avenue, Holland, Michigan 49424 and ZEELAND CHARTER TOWNSHIP, a Michigan governmental charter township of 6582 Byron Road, Zeeland, Michigan 49464.

II. Recitals

- A. Pursuant to the Urban Cooperation Act, Public Act No. 7 of 1967 both parties are authorized to make intergovernmental agreements to provide municipal services.
- B. Both Holland Charter Township and Zeeland Charter Township maintain a system of shared use non-motorized trails within their governmental boundaries.
- C. Since 1997 both parties have operated under an intergovernmental agreement whereby Holland Charter Township conducted routine summer and winter season maintenance which included services such as sweeping, shoulder mowing, and snow plowing.
- D. During this term Holland Charter Township has charged Zeeland Charter Township based upon the average cost per mile to provide such maintenance services for all miles of non-motorized pathways maintained in both Holland Charter Township and Zeeland Charter Township.
- E. Both parties acknowledge that the previously established cost calculation formula was not reflective of the full cost of providing such services and both parties acknowledge that a new cost sharing structure would need to be agreed upon as both parties seek to maintain continuance of the service relationship.
- F. Both parties acknowledge that the execution of a new intergovernmental agreement between Zeeland Charter Township and Holland Charter Township for path maintenance would be desirable.

Terms and Conditions

Now Therefore, in exchange for the consideration contained herein and referred to by this Agreement the parties agree as follows:

- A. Services: Holland Charter Township shall provide services in the same manner as its own non-motorized paths. Services and charges for activities to the non-motorized pathway system in Zeeland Township are outlined in Exhibit B and Exhibit C. The standards of the services provided by Holland Township through this contract and anticipated levels of effort by Holland Township are to be reviewed upon request of either party, and additions or deletions of work elements provided on Exhibit B and Exhibit C may be made upon mutual agreement of authorized Zeeland Township and Holland Township representatives. Any revision to these exhibits must be written and signed by authorized representatives of both parties.

B. Standards of Service

- The maintenance services performed by Holland Charter Township will be provided on a similar level of service and with a similar frequency of service as performed on the Holland Township bike pathway system. Holland Charter Township shall provide Zeeland Charter Township with an annual maintenance plan which dictates the projected frequency of routine maintenance activities for the upcoming year.
- Services not included in this agreement include pavement overlays, drainage improvements/maintenance, bridge/boardwalk replacement and structural repairs. These capital expenditures shall be the sole responsibility of Zeeland Charter Township.

C. Charges

- Holland Charter Township shall charge Zeeland Charter Township a per mile rate (as referenced in Exhibit C) to perform the services delineated hereinabove including Exhibit B. This rate reflects a per mile price derived from the analysis of data relating to the maintenance of non-motorized trail systems. The above rate is inclusive of a ten percent (10%) administrative charge.
- Maintenance on pathways on boundary streets between Holland and Zeeland Townships shall be charged at fifty (50%) of the calculated cost per mile.
- The number of miles understood to be maintained in both Holland Township and Zeeland Township will be updated annually based upon engineering data. In the event that additional trails are added throughout the year the maintenance of such distance shall be prorated to reflect the time that such services are actually provided.
- The rate shall be reviewed annually and adjusted based upon inflationary impacts as well as changes in the Holland Charter Township Parks and operating budget.
- Holland Charter Township shall submit an annual invoice to the attention of the Zeeland Township Manager annually at the close of the Township's fiscal year, ending December 31st.

D. Management of Zeeland Township Trail System

- The management and operation of the Zeeland Township bike path/sidewalk system is the responsibility of Zeeland Township.

E. Term of Agreement and Annual Review

- This Agreement shall have a term of one year and shall be automatically renewed thereafter for successive terms of one year until terminated as provided below. Holland Township or Zeeland Township may, upon six (6) months prior written notice to the other, terminate this Agreement. The parties shall annually review the contract and address any needed changes to the terms and conditions.

F. Conflict Resolution

- Disputes involving this Agreement shall be communicated in writing to the Township Superintendent of each Township for review and recommendation. It is the desire of both parties to address concerns in good faith in hopes of maintaining a mutually beneficial relationship between the two entities.
- If the dispute remains unresolved, then the parties may submit the issue for mediation through the Dispute Resolution Center of West Michigan or other mutually agreed upon mediation process. The costs for any third-party mediation shall be borne equally by both parties.

G. Liability.

- Zeeland Township hereby assumes all risks and liability for injury or damage to persons or property in acquiring, constructing, installing, replacing, and repairing bike paths/sidewalks in Zeeland Township (excluding all services described in Exhibit B). Zeeland Township further agrees to indemnify Holland Township from any and all losses, damages, claims and expenses resulting from injury and damage to persons or property for which Zeeland Township has assumed all risks and liability pursuant to the immediately preceding sentence.
- Holland Township assumes all risk and liability for injury and damage to persons or property with respect to all aspects of acquiring and maintaining non-motorized pathways in Holland Charter Township, and in addition, in connection with its maintenance of non-motorized pathways in Zeeland Township pursuant to Exhibit B of this Agreement. Holland Township further agrees to indemnify Zeeland Township from any and all losses, damages, claims and expenses resulting from injury or damage to persons or property for which Holland Charter Township has assumed all risk and liability pursuant to the immediately preceding sentence.

H. Miscellaneous

- This Agreement may not be assigned. This Agreement may be amended by the mutual consent of the parties, and if so, such amendment shall be in writing and signed by both parties. This Agreement shall be construed, governed and controlled by the laws of the State of Michigan. All exhibits attached hereto are incorporated herein by reference as though fully stated herein. This Agreement represents the entire understanding and agreement between the parties herein.

I. Effective Date

- This Agreement shall be effective on December 1, 2025 upon adoption by both Township Boards. It is understood that the new rate and provisions of this agreement shall be retroactive to a term commencing January 1, 2025.

**SIGNATURE PAGE
TO
PATHWAY MAINTENANCE AGREEMENT**

The Parties have executed and delivered this Agreement on the date set forth above.

Zeeland Charter Township
A Michigan governmental charter township

Date:

_____, 2025

By:

Josh Eggleston
It's: Manager

Holland Charter Township
A Michigan governmental charter township

Date:

_____, 2025

By:

Steve Bulhuis
It's: Manager

Exhibit B-Work Elements

The following provides the activities, standards, and anticipated levels of service and/or additions or deletions of work elements to be performed by Holland Township. Changes to this Exhibit may be made upon mutual agreement of authorized staff of Zeeland and Holland Township. Any revisions to this Exhibit must be written and signed by authorized representatives of the Townships

- Mowing of pathway shoulders where appropriate - Mowing will be the same frequency as Holland Township's non-motorized path mowing, but at least three (3) times per season
- Weed Control - Focus on areas where weed removal will preserve pavement conditions
- Snow Removal - Snow removal will be the same frequency as Holland Township's non-motorized path snow removal operations
- Sweeping - Sweeping will be consistent with the frequency of Holland Township (typically April, June, August, October)
- Litter Control - Focus on concentrations of a substantial amount
- Tree Trimming- As needed/in conjunction with April & October sweeping
- Tree/Branch removal when applicable
- Pathway Sign Repair/Replacement
- Minor Pothole Repair
- Repairs not associated with washouts or drainage related items
- Fence/bollard repairs
- Trail specific pavement and crossing markings as requested if not completed by the OCRC
- Bridge Repair and Maintenance (Minor in nature and not structural)
- Miscellaneous minor repairs if applicable (Minor in nature and not structural)
- Safety markings

Exhibit C
Holland Charter Township
Sample Invoice

Invoice To:

Zeeland Charter Township
6582 Byron Rd
Zeeland, MI 49464

Invoice From:

Holland Charter Township
353 N. 120th Ave
Holland , MI 49424

Description:

Bike Path maintenance contract dated _____, 2025

Annual maintenance charges per mile (2025)	\$ 2,373.00
Zeeland bike path miles (per Prein & Newhoff Engineering)	<u>17.9</u>
Total Annual charge	\$ 42,476.70

HCT Credit Cash Receipt To:

101-000-631.010