

CITY OF MUSKEGON

CITY COMMISSION MEETING

December 12, 2023 @ 5:30 PM

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

AGENDA

- ☐ CALL TO ORDER:
- ☐ PRAYER:
- ☐ PLEDGE OF ALLEGIANCE:
- ☐ ROLL CALL:
- ☐ HONORS, AWARDS, AND PRESENTATIONS:
 - A. Resolution Honoring Muskegon High School Football's 2023 State Championship Manager's Office
- ☐ PUBLIC COMMENT ON AGENDA ITEMS:
- ☐ CONSENT AGENDA:
 - A. Approval of Minutes City Clerk
 - B. Muskegon Mute Swan Control Program Manager's Office
 - C. Special Event Policy DPW- Parks and Recreation
 - D. SEIU Union Contract Tentative Agreement Approval Manager's Office
 - E. Water Filtration Plant VFD Purchase DPW- Water Filtration Plan
 - F. Bad Debt Finance
 - G. FY24 DWRP Program Engineering Services Public Works
 - H. Amendment to the Sign Ordinance Planning
 - I. Cost of Living Adjustment - Non-union employees Manager's Office
 - J. 2024 Wage Matrix for Non-Union Part-Time and Limited Term Employees Employee Relations

K. Gaming Resolution for Hackley Community Care City Clerk

L. Sale of 159 McLaughlin Avenue Manager's Office

M. City Manager Contract Updates Manager's Office

☐ **PUBLIC HEARINGS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC COMMENT ON NON-AGENDA ITEMS:**

- ▶ **Reminder: Individuals who would like to address the City Commission shall do the following:**
- ▶ Fill out a request to speak form attached to the agenda or located in the back of the room.
- ▶ Submit the form to the City Clerk.
- ▶ Be recognized by the Chair.
- ▶ Step forward to the microphone.
- ▶ State name and address.
- ▶ Limit of 3 minutes to address the Commission.

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE CITY OF MUSKEGON AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

To give comment on a live-streamed meeting the city will provide a call-in telephone number to the public to be able to call and give comment. For a public meeting that is not live-streamed, and which a citizen would like to watch and give comment, they must contact the City Clerk's Office with at least a two-business day notice. The participant will then receive a zoom link which will allow them to watch live and give comment. Contact information is below. For more details, please visit:

www.shorelinecity.com

The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting with twenty-four (24) hours' notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or by calling the following:

Ann Marie Meisch, MMC. City Clerk. 933 Terrace St. Muskegon, MI 49440. (231)724-6705.
clerk@shorelinecity.com



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 12, 2023	Title: Approval of Minutes
Submitted by: Ann Meisch, City Clerk	Department: City Clerk
Brief Summary: To approve the minutes of the November 28, 2023 City Commission meeting.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed:	
<u>Key Focus Areas:</u>	
<u>Goal/Action Item:</u>	
Amount Requested: n/a	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): n/a	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: To approve the minutes.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: No

City of Muskegon
City Commission Meeting
Minutes

November 28, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

Present: Mayor Ken Johnson
Commissioner Rachel Gorman
Commissioner Rebecca St.Clair
Commissioner Eric Hood
Vice Mayor Willie German, Jr.
Commissioner Teresa Emory

Absent: Commissioner Michael Ramsey

Staff Present: City Manager Jonathan Seyferth
City Clerk Ann Meisch
City Attorney John Schrier

1. Call To Order

Mayor Johnson called the City Commission meeting to order at 5:30 p.m.

2. Prayer

Pastor Adam Dollar, Evanston Avenue Baptist Church, opened the meeting with prayer.

3. Pledge of Allegiance

The Pledge of Allegiance to the Flag was recited by the Commission and the public.

4. Roll Call

As recorded above

5. Honors, Awards, and Presentations

5.a Recognition of Outgoing Commissioners - 87th District State Representative Will Snyder

87th District State Representative Will Snyder presented a Special Tribute to outgoing City Commissioners Teresa Emory, Eric Hood, and Michael Ramsey, in recognition of their service to the City of Muskegon.

6. Public Comment on Agenda Items

No public comments were received.

7. Consent Agenda

Action No. 2023-121

Motion by: Commissioner St.Clair

Second by: Commissioner Hood

To accept the consent agenda as presented, minus item 7c and 7j, with the understanding that item 7d has been moved to New Business for discussion only.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, and Commissioner Emory

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

7.a Approval of Minutes - City Clerk

To approve the minutes of the November 13, 2023 Worksession and November 14, 2023 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

7.b Cellular Water Tower Lease Negotiations - Water Department

Staff requests authorization to enter into an agreement with Maralat Communications to authorize them as the City's exclusive lease negotiation consultant for three cellular antenna leases on the City's water towers.

In the past, City staff has negotiated leases with cellular companies that allow them to place antennas on our water towers for a fee. Based on the recent positive experience with Maralat Communications, staff reached out and solicited a proposal from them to act as the City's exclusive lease

negotiation consultant during three ongoing lease negotiations. While staff has undoubtedly done a good job in the past, both Maralat and staff are confident that a professional lease negotiator will secure the best market rates available and increase the overall fees the City will be paid compared to staff-negotiated leases.

Although the agreement refers to four locations, two towers are under one lease so only three leases are proposed for negotiation at this time. The fees are based on the terms Maralat is able to obtain for the City, so the City and Maralat both benefit from strong negotiation. Staff has estimated the fees (based on 5% of the total fees negotiated in the first term of each lease) at \$49,470 based on our current lease rates, but the actual fees will be based on the new lease rates and are capped at \$75,000 (based on the negotiation of three leases each capped at \$25,000 in fees). While this is an unbudgeted expense, staff and Maralat are confident the cost will be covered by the additional rates that will be negotiated compared to the staff-negotiated leases.

AMOUNT REQUESTED: \$75,000 (Estimated at \$49,470 but capped at \$75,000)

FUND OR ACCOUNT: 590 Water

STAFF RECOMMENDATION: To authorize staff to enter into an agreement with Maralat Communications to authorize them as the City's exclusive lease negotiation consultant for three cellular antenna leases on the City's water towers.

7.e Janitorial Services - DPW

Staff is requesting authorization to approve a janitorial contract with Professional Building Services to provide services at City Hall, Public Works and Water Filtration Plant buildings and a janitorial contract with Goodwill Industries to provide services at Trinity Health Arena.

Staff solicited bids for a new three-year janitorial contract with fourth- and fifth-year options for City Hall, Public Service Building, Water Filtration Plant, Trinity Health Arena for events and Trinity Health Arena for locker room cleanings. The three-year bid total for each building are as follows:

City Hall

- Goodwill Industries-\$177,520.09
- Reliant Professional Cleaning-\$347,845.00

- Detail XPerts-\$141,000.00
- Professional Building Services-\$137,280.00
- Cleaning by Francisca-\$945,360.00

Public Service Building

- Goodwill Industries-\$104,790.13
- Reliant Professional Cleaning-\$117,294.00
- Detail XPerts-\$59,500.00
- Professional Building Services-\$64,350.00
- Cleaning by Francisca-\$641,520.00

Water Filtration Plant

- Goodwill Industries-\$34,184.86
- Detail XPerts-\$9,200.00
- Professional Building Services-\$25,500.00
- Cleaning by Francisca-\$460,440.00

Trinity Health Arena (Assuming 45 Events per year)

- Goodwill Industries-\$464,171.85
- Cleaning by Francisca-\$238,950.00

Trinity Health Arena (Per Locker Room Cleaning 1st year bid)

- Goodwill Industries-\$188.00
- Cleaning by Francisca-\$125.00

Staff is recommending to award the janitorial contract to Professional Building Services for City Hall, Public Service Building and the Water Filtration Plant. Professional is the second lowest bidder, they are a local company and have positive references.

Staff is recommending to award the janitorial contract to Goodwill Industries for Trinity Health Arena. Goodwill has experience cleaning the Arena and has proven they are qualified to complete the work.

AMOUNT REQUESTED: \$691,301.85 (3 YEARS) *Additional Budget of \$14,189.92 for FY 23/24

FUND OR ACCOUNT: 101-265-801, 642-441-801, 591-558-801, 254-906-081

STAFF RECOMMENDATION: To authorize staff to award the City Hall, Public Service Building and Water Filtration Plan janitorial contract to Professional Building Services for 3 years with optional 4th and 5th year at \$77,980 per year and award the Trinity Health Arena janitorial contract to Goodwill Industries for 3 years.

7.f Sale of 730 Leonard Avenue - Manager's Office

Staff is seeking approval of the sale of 730 Leonard Avenue. 730 Leonard Avenue was constructed through the agreement with Rudy Briggs to construct infill housing with ARPA funding. The offer is for full asking price with seller concession of \$4,950.

STAFF RECOMMENDATION: To approve the purchase agreement for 730 Leonard Avenue.

7.g Sale of 750 Leonard Avenue - Manager's Office

Staff is seeking approval of the sale of 750 Leonard Avenue. 750 Leonard Avenue was constructed through the agreement with Rudy Briggs to construct infill housing with ARPA funding. The offer is for full asking price.

STAFF RECOMMENDATION: To approve the purchase agreement for 750 Leonard Avenue.

7.h Sale of 1271 Spring Street - Manager's Office

Staff is seeking approval of the sale of 1271 Spring Street. 1271 Spring Street was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for \$4,000 over asking price with the overage covering the cost of central air. This results in a full price offer.

STAFF RECOMMENDATION: To approve the purchase agreement for 1271 Spring Street.

7.i Former Employee Health Refund Calculation - City Manager

This is a **clarification action from our Sept. 26, 2023** meeting where the **Commission approved repayment of overpayments** by former team members for health insurance. The clarification is, that the repayments go

back to January 1, 2020 (this is consistent with what was done for current employees).

(summary from original memo)

Traditionally (and per all five union contracts), employees paid 10% of their health benefits (after 2017, this included three components: Health Insurance, Co-insurance, and Deductibles). An error in the calculation occurred at some point, and employees began paying more than 10%. This was brought to our attention in early 2023, and the insurance contributions have been corrected for all active employees. The commission must now consider addressing this matter with former team members who left employment between the error starting and being corrected.

Starting in 2017, the city began using three different factors to determine employee contributions to their insurance premiums (a percentage of actual monthly premiums and a percentage of City Paid Benefits (co-insurance & deductibles)). Before 2017, just insurance premiums were used as a factor. This change was made because of cost increases in co-insurance and deductibles.

Sometime after 2017, a calculation error occurred, and employee contributions increased above the 10% level.

Earlier this year, the City Commission approved repayment of benefit overpayments to current employees (Jan. 1, 2020 through early 2023). The administration is now asking the Commission to consider reimbursement of the overpayment to former employees who left the City between January 1, 2020, and the end of 2022 and who also overpaid insurance premiums.

During that period, 58 former team members took health insurance and overpaid. Individual overpayment ranges from about \$3,200 to less than \$10. The total cost to repay these former team members the overpayment is \$51,696.83.

AMOUNT REQUESTED: \$52,696.83

FUND OR ACCOUNT: Various - the appropriate departments and funds will cover this cost.

STAFF RECOMMENDATION: To approve repayment of overpaid insurance premiums to former team members for the period from January 1, 2020, through January 2023.

7.c **PFAS Settlement - Water Filtration**

Staff requests concurrence on the decision to remain a part of class-action lawsuits against 3M and DuPont.

The class action suits and associated settlement is for contaminated drinking water only (not PFAS contamination in the environment). There are two separate settlements, one from 3M and one from Dupont. The settlement is divided into phases, and we qualify for money allocated in the first phase due to PFAS detections in our source water prior to June 22, 2023. Opt-out deadlines for both settlements are in early December of this year.

A score will be calculated to determine how the funds will be allocated. The score will include the size of the source (production capacity and actual capacity) and the levels of PFAS detected. **Our source water PFAS detections have mostly been in the range of 0-3 ppt, below the current and proposed maximum contaminant levels (MCLs) for drinking water.** We did have one abnormally high source water sample from April 2022: PFOA 13 ppt (Michigan MCL 8 ppt, EPA proposed MCL 4 ppt) and PFOS 4 ppt (Michigan MCL 16 ppt, EPA proposed 4 ppt). This should work in our favor, but to what extent is hard to say. Money will also be set aside for additional claims until 2030 if our source was to exceed an MCL. This violation of an MCL could be due to either an increase in PFAS levels or a decrease in the MCL. There are no conditions on how the funds need to be spent, however we will not know the amount until after the opt-out deadline.

The City attorney has recommended we remain in the settlement based on a very low chance of receiving more funds than the settlement if we were to opt out.

More information is available at the website:

<https://www.pfaswatersettlement.com/>

FUND OR ACCOUNT: 591 (Water)

STAFF RECOMMENDATION: That the City of Muskegon remain a part of class-action lawsuits against 3M and DuPont.

Action No. 2023-122(c)

Motion by: Commissioner St.Clair

Second by: Commissioner Hood

That the City of Muskegon remain a part of class-action lawsuits against 3M and DuPont.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, and Commissioner Emory

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

7.j Property Exchange for LIHTC Projects with Grace Community, LLC - Development Services

In order to move forward on Berkshire Spring Street from General Capital and Allen Crossing/Amity Commons from Spire Development, staff recommends the proposed property exchange in the attached letter to remedy a reverter clause discovered during title work.

The City sold parcels at 159 Amity Avenue, 158 Allen Avenue, 923 Jay Street, 201 Jay Street, and 974 Spring Street to Grace Community, LLC with the intention of their developing a commercial/retail complex onsite. The quit claim deed includes a reverter clause if complex was not completed in 3 years, which passed in July of 2022. Since then, the city has identified the sites as ideal for LIHTC development and has standing approved agreements with both Spire Development as well as General Capital for a proposed set of 4 buildings that include nearly 150 affordable apartment units.

For these 3 LIHTC projects that have been previously approved by city commission to move forward, the developers must demonstrate site control to MSHDA. These deed reversions result in Grace Community, LLC being unable to convey small portions of the total development site to Spire and General Capital thereby jeopardizing 3 of the 5 Low Income Housing Tax Credit developments we have been working on. Upon finding this out from representatives of Grace Community, staff worked with them on a mutually beneficial solution.

Essentially, pending appropriate title work and a third-party appraisal of all lots staff is proposing an exchange of properties with Grace Community, LLC reflected in the attached map, where Grace Community keeps the properties the city previously sold them for roughly \$11,5000 in 2019 minus 201 Jay Street which we take back, and gives the City of Muskegon

970 Jay, 973 Jay, 200 East Apple, 212 East Apple, and 218 East Apple. This results in both parties ending up with contiguous properties, and preserves the property necessary for all approved LIHTC proposals.

STAFF RECOMMENDATION: To approve the exchange of 159 Amity Avenue, 158 Allen Avenue, 923 Jay Street, and 974 Spring Street for 970 Jay Street, 974 Jay Street, 200 East Apple, 212 East Apple, and 218 East Apple as presented, pending a third party appraisal of all sites and completed title work prior to closing, and to authorize the mayor and clerk to sign.

Action No. 2023-122(j)

Motion by: Commissioner St.Clair

Second by: Commissioner Emory

To approve the exchange of 159 Amity Avenue, 158 Allen Avenue, 923 Jay Street, and 974 Spring Street for 970 Jay Street, 974 Jay Street, 200 East Apple, 212 East Apple, and 218 East Apple as presented, pending a third party appraisal of all sites and completed title work prior to closing, and to authorize the mayor and clerk to sign.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, and Commissioner Emory

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

8. Public Hearings

9. Unfinished Business

10. New Business

10.a Precinct Consolidation/Changes - City Clerk

The law was recently changed allowing precincts sizes to change from 2,999 voters to 4,999 voters. This in conjunction with nine days of early voting, the usage of our voting trailer, and the expansion of absentee voting gives the City the opportunity to reduce the number of precincts needed in the City.

Staff proposes to do the following:

Ward 1: Combine Precinct 1 (MCC) and Precinct 2 (Bethesda Church) and move to Central Assembly of God that has a large gym building separate from the church and an expansive parking lot. We also recommend combining Precincts 3 (Central Assembly of God) and 4 (Central Assembly of God) that are already located in this building. There are two sides to the building that can comfortably accommodate both precincts.

Ward 2: Move voters that reside in Precinct 6 (City Hall) from Wood Street, Apple, Forest, Getty, Evanston, McLaughlin, and Chestnut (approximately 361 voters) to Precinct 5 (Smith Ryerson). Combine Precincts 6 (City Hall) and Precinct 7 (City Hall).

Ward 3: Eventually we would like to combine Precincts 8 (DPW) and 9 (Muskegon High School) after completion of construction and move Precinct 10 (Muskegon Farmers Market) to Boys and Girls Club upon completion of renovations.

Ward 4: Combine Precincts 11 (Celebration Community Church) and Precinct 12 (McGraft Park) and move to Celebration Community Church that has a large open space and plenty of parking. We also recommend combining Precincts 13 (Lakeside Baptist Church) and 14 (Great Lakes Museum) and move to Great Lakes Museum.

STAFF RECOMMENDATION: To recommend to the Election Commission to combine Precinct 1 (MCC) and Precinct 2 (Bethesda Church) and move to Central Assembly of God, combine Precincts 3 (Central Assembly of God) and 4 (Central Assembly of God), move voters that reside in the following boundaries of Precinct 6 (City Hall) from Wood Street, Apple, Forest, Getty, Evanston, McLaughlin, and Chestnut (approximately 361 voters) to Precinct 5 (Smith Ryerson), combine Precincts 6 (City Hall) and Precinct 7 (City Hall), combine Precincts 11 (Celebration Community Church) and Precinct 12 (McGraft Park) and move to Celebration Community Church, combine Precincts 13 (Lakeside Baptist Church) and 14 (Great Lakes Museum) and move to Great Lakes Museum.

Action No. 2023-123(a)

Motion by: Commissioner Emory

Second by: Vice Mayor German

To recommend to the Election Commission to combine Precinct 1 (MCC) and Precinct 2 (Bethesda Church) and move to Central Assembly of God, combine Precincts 3 (Central Assembly of God) and 4 (Central Assembly

of God), move voters that reside in the following boundaries of Precinct 6 (City Hall) from Wood Street, Apple, Forest, Getty, Evanston, McLaughlin, and Chestnut (approximately 361 voters) to Precinct 5 (Smith Ryerson), combine Precincts 6 (City Hall) and Precinct 7 (City Hall), combine Precincts 11 (Celebration Community Church) and Precinct 12 (McGraft Park) and move to Celebration Community Church, combine Precincts 13 (Lakeside Baptist Church) and 14 (Great Lakes Museum) and move to Great Lakes Museum.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, and Commissioner Emory

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

7.d Special Event Policy - Public Works

Staff is seeking approval to the proposed changes to the Special Event Policy. Included is the Special Event Policy with proposed changes.

Changes include:

- Applications need to be submitted at least 45 days in advance to allow enough time for staff to review and approve event requests. Then staff communicates to the event conditions that must be met for the event to be held. Many of these conditions must be two weeks before the event is held.
- Application fee changes to simplify the fee structure.
- Providing food vendor requirements in policy as suggested by the Fire Marshal.
- Increasing the footprint of who is notified when a street is closed.
- Begin to offer card board trash bins for events to use so events have an option of a trash receptacle they could pick up or have delivered for free.
- Increase fee for trash cans/bins to cover costs.
- Picnic Tables will no longer be rented and delivered by staff. A group of tables will be available for events to pick up and return for free.

- No longer offer an hourly rate to have a liquor license in Hackley Park. Only one event can occur in the park per day.
- Remove fee for using bike and walking paths. Using the bike path is encouraged versus using a street.
- Change Pere Marquette Use fees to be year-round and based on area zones instead of number of attendees. Basing the fees on attendees is difficult to determine and can change year to year. Zone based fees will help events know their fees when applying and can encourage events to move to a less populated area of the beach.
- Change Pere Marquette user fees to daily fees and have different fees for weekends vs weekdays. Daily fees can encourage events to have a faster setup and tear down period. Lower weekday fees can encourage events to move to a weekday to save money and have less fees during their setup period.
- Increase parking fees in lots around Pere Marquette. The impact of events at the beach is significant for availability of parking. As many spaces as possible should be left available to residents and visitors.

STAFF RECOMMENDATION: To approve changes to the Special Event Policy.

Discussion took place regarding the proposed Special Event Policy Changes and this item will be present to the Commission for further consideration on December 12, 2023.

11. Any Other Business

Vice Mayor German raised the question of amending the application for Social Equity funds to allow applicants that have been convicted of certain felonies to apply for funds. Discussion took place and staff will have something for the Commission to consider at the Worksession meeting in January 2024.

Mayor Johnson recognized city staff for their efforts in getting Hackley Park decorated and for the Lighting of the Christmas Tree Event that took place recently.

12. Public Comment on Non-Agenda items

Public comments were received.

13. Closed Session

14. Adjournment

The City Commission meeting adjourned at 6:45 p.m.

Respectfully Submitted,
Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 12, 2023	Title: Muskegon Mute Swan Control Program
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office
Brief Summary: The City of Muskegon is being asked to support the Muskegon Conservation District's plan to engage in a Mute Swan Management and Control Program.	
Detailed Summary & Background: The City of Muskegon is being asked to support the Muskegon Conservation District's plan to engage in a Mute Swan Management and Control Program. This program is done under DNR and USDA-Wildlife Services oversight and is intended to control the Mute Swan population. Mute Swans are a non-native/invasive species which negatively impacts local wildlife and the local native swan population. This population management project is support by the DNR, Muskegon Lake Watershead Partnership, Michigan Audubon, WMEAC and others. The named organizations have letters of support accompanying the resolution. The Cities of Montague, North Muskegon, and Whitehall have all passed similar resolutions of support for this program in 2023.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>	
Amount Requested: \$0	Budgeted Item: Yes ☐ No ☒ N/A ☐
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: I move to support the Muskegon Conservation District's Muskegon Mute Swan Control Program and adopt the attached resolution as presented.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: No



City of Muskegon
Resolution # _____

Muskegon Mute Swan Control Program

WHEREAS, the Muskegon Conservation District, has informed the City of Muskegon of their intention to renew implementation of a Mute Swan Control Program on Muskegon Lake, as well as provided public notice; and

WHEREAS, the Muskegon Conservation District, has notified the City Manager, police department, other local law enforcement agencies, DNR Conservation Officers, DNR wildlife staff; and

WHEREAS, the Muskegon Conservation District shall implement this program under the DNR Mute Swan Management and Control Policy and Procedures with assistance from USDA-Wildlife Services; and

WHEREAS, the Muskegon Conservation District shall implement future control measures such as nest and egg destruction, it is clearly understood that any birds removed during this program in the immediate future shall be killed; and

WHEREAS, the City of Muskegon recognizes the Mute Swan as an invasive species negatively impacting the ecological health of lakes through competition with native species for food and habitat, directly and indirectly displacing native species, degrading habitat and altering food webs; and

WHEREAS, Mute Swans populations have the potential to increase rapidly with statewide populations, the highest in North America at approximately 20,000 and locally 1,200 individuals, which may cause negative impacts to native wildlife and habitat; and

WHEREAS, the City of Muskegon recognizes the Muskegon Conservation District, as a subdivision of the state under Michigan law, and as such has been the lead governmental entity in the management, conservation, restoration, and protection of natural resource projects related to Muskegon Lake; and

WHEREAS, the Muskegon Conservation District is responsible for adhering to the requirements of a permit issued from the DNR issued under the DNR Mute Swan Management and Control Policy and Procedures;

NOW, THEREFORE LET IT BE RESOLVED that the Muskegon City Commission hereby formally recognizes and approves of the Muskegon Conservation District efforts, as they abide by the DNR permit requirements, in the implementation of the DNR Wildlife Division Mute Swan Management and Control Program Policy and Procedures for mute swan nest and egg destruction and/or mute swan removal, for a 5-year period from 2023 through 2028, and additionally, to advise the that there shall be no cost to the City of Muskegon for these programs.

At a regular meeting of the City Commission of the City of Muskegon, held on December 12, 2023 in the Commission Chambers of Muskegon City Hall, located at 933 Terrace Street, the foregoing resolution was moved for adoption by_____. The motion was supported by _____.

Motion Passes

Yeas:____ Nays:____ Absent: _____

Resolution declared adopted.

Ann Marie Meisch, MMC – City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, Muskegon County, Michigan, at a regular meeting held on December 12, 2023 and that notice of the meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

Ann Marie Meisch, MMC – City Clerk



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



SHANNON LOTT
ACTING DIRECTOR

Muskegon State Game Area
7600 Messinger Road
Twin Lake, MI. 49457
July 25, 2023

Emily Grasch, Executive Director
Muskegon Conservation District
4735 Holton Road
Twin Lake, MI. 49457

Dear Ms. Grasch:

The overabundance of non-native mute swans continues to have a negative impact on our native wildlife and wetland areas. The aggressive behavior of this invasive species has been known to drive out native waterfowl and wetland wildlife from breeding territories, as well as damage the plant communities critical to a healthy wetland system. Aggressive behavior toward humans has also become a problem in many areas.

The 2022 spring breeding waterfowl survey estimated over 14,000 mute swans in Michigan (2023 data not yet available) and mute swan population numbers continue to be well above statewide goals. We understand that the Muskegon Conservation District proposes to implement a mute swan population management program under the Michigan DNR Mute Swan Management and Control Policy Procedures with assistance from USDA Wildlife Services. This letter supports this plan for Muskegon Lake and the surrounding areas.

Sincerely,

Nik Kalejs, Wildlife Biologist
Muskegon SGA



May 24, 2023

Muskegon Lake Watershed Partnership
316 Morris Ave., Suite 340
Muskegon, MI 49440

Dear Sir/Madam

I am writing this letter of support for the Muskegon Conservation District in their proposal to reduce the Mute Swan population on Muskegon Lake and the surrounding areas. I believe that this project will be greatly beneficial to the native flora and fauna that are currently being displaced by the overpopulation of the invasive Mute Swan.

Mute Swans are an invasive species that wreak havoc on valuable native wetland ecosystems. They selectively forage on native aquatic species which leaves disturbed areas vulnerable to invasive plants moving in. It also displaces fish, native birds, and invertebrates by destroying cover and critical food sources. Mute Swans are incredibly aggressive and territorial and will drive away native waterfowl and attack people in boats and on shore. At such high population numbers, Mute Swans are a nuisance and a hazard. The Mute Swan population is growing exponentially and will only continue to grow if no measures are taken.

I do not take the killing of any animal lightly but do feel that such measures are necessary to preserve the wetlands and watershed system in Muskegon area. Therefore, I endorse the Muskegon Conservation Districts proposal to cull Mute Swans on Muskegon Lake and the surrounding areas.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Kirksey", written in a cursive style.

Dennis Kirksey
Muskegon Lake Watershed Partnership Chair



MICHIGAN AUDUBON
2310 Science Parkway, Suite 200
Okemos, MI 48864
(517) 580-7364
michiganaudubon.org



May 24th, 2023

To: City of Muskegon

To Whom It May Concern,

We are writing this letter on behalf of Michigan Audubon in support of the Muskegon Conservation District in their proposal to reduce the Mute Swan population on Muskegon Lake and the surrounding areas. Michigan Audubon believes that this project will be greatly beneficial to the native flora and fauna that are currently being displaced by the overpopulation of the invasive Mute Swan.

Mute Swans are an invasive species that degrade valuable native wetland ecosystems. Mute Swans have been shown to cause substantial damage to wetland habitats through foraging and have had significant impacts on sensitive, native, wetland-dependent bird species that are of conservation concern. Mute Swans can exhibit high levels of territorial aggression toward native swans and other native waterfowl. In addition, Mute Swans are often non-migratory where winter conditions allow, thereby excluding other species from viable habitat.

Since their introduction to Michigan in the early 1900s, the Mute Swan population has grown from one captive pair to over 15,000 and continues to increase by 9 - 10% each year. Without natural predators, the population will continue to increase until it reaches a point of natural control, possibly disease or starvation. Effective population management in other states has reduced and maintained local Mute Swan populations at more ecologically balanced levels, allowing for aquatic vegetation to recover and native waterfowl to have access to more available nesting and foraging habitat.

Non-lethal methods of control and addling (shaking) or oiling eggs have proven to be ineffective methods of population control when used as the sole method. Lethal removal of adult or subadult Mute Swans is the most effective method of population management, resulting in fewer individuals removed over the long-term. Any effort to euthanize or humanely kill Mute Swans must be humane, efficient, respectful, and take all reasonable efforts to minimize distress with human safety being the primary concern. Michigan Audubon does not take the killing of any animal lightly but does feel that such measures are necessary to protect our

state's native birds and habitats. Knowing that Michigan DNR policies, procedures and oversight will be followed, Michigan Audubon supports the Muskegon Conservation Districts proposal to cull Mute Swans on Muskegon Lake. Attached is Michigan Audubon's full Policy Statement regarding Mute Swans.

Sincerely,



Kathleen Mennillo, MBA
CEO

Michigan Audubon Society
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P: 517.580.7364



Chad Machinski, MS
Conservation Manager
Michigan Audubon Society
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1007 Lake Drive SE
Grand Rapids, MI 49506
p. 616-451-3051

May 23, 2023

Attn: Alex Wubben-Zudweg, Project Manager
Muskegon Conservation District
4735 Holton Road
Twin Lake, MI 49457

RE: Michigan Department of Natural Resources, Mute Swan Management and Control Program
Policy and Procedures for mute swan nest and egg destruction and/or mute swan removal

Dear Mr. Wubben-Zudweg,

This letter serves as our support for the renewal of implementation of a Mute Swan Control Program on Muskegon Lake.

We understand that the Muskegon Conservation District shall implement this program under the DNR Mute Swan Management and Control Policy and Procedures with assistance from USDA-Wildlife Services.

WMEAC recognizes the Mute Swan as an invasive species negatively impacting the ecological health of lakes through competition with native species for food and habitat, directly and indirectly displacing native species, degrading habitat and altering food webs; and Mute Swans populations have the potential to increase rapidly with statewide populations, the highest in North America at approximately 20,000 and locally 1,200 individuals, which may cause negative impacts to native wildlife and habitat.

Our organization recognizes the Muskegon Conservation District as a subdivision of the state under Michigan law, which as such has been the lead governmental entity in the management, conservation, restoration, and protection of natural resource projects related to Muskegon Lake. We understand that the Muskegon Conservation District is responsible for adhering to the requirements of a permit issued from the DNR issued under the DNR Mute Swan Management and Control Policy and Procedures.

Sincerely,

Bill Wood, Executive Director
bwood@wmeac.org

Working collaboratively alongside our diverse community to educate,
engage, and advocate for environmental values, environmental and
climate justice, and a healthy and resilient community for all.

A Native Beauty Threatened

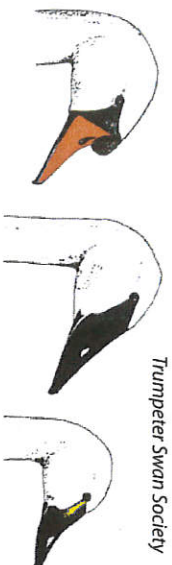
The trumpeter swan is native to Michigan, and is on our state's threatened species list. It has been on the road to recovery; however, the increasing presence of the invasive mute swan is threatening the breeding success of this native bird.



To ensure the protection of the trumpeter swan, the mute swan population must be drastically reduced.

How Can You Tell Them Apart?

The most notable difference between the mute swan and the two native swan species found in Michigan (trumpeter swan and tundra swan), is that adult mute swans have orange bills.



Mute Swan Trumpeter Swan Tundra Swan

Other tips to identify mute swans include:

- A black knob on the top of their bill
- "S" curve of the neck (trumpeter swans have a "C" curve)
- A quieter bird (trumpeter swans have a loud "trumpet" call)

Invasive = **orange**, native = **black**

- In the 1960s, the DNR expressed concerns over expanding mute swan numbers and began local control activities.
- The DNR's long-term goal is to reduce Michigan's population of this invasive species to less than 2,000 by 2030.
- Though hunting mute swans is not allowed, the DNR issues permits to remove mute swans and/or their nests and eggs.
- There are many conservation groups that support DNR's drastic reduction of mute swans numbers such as: The National Audubon Society, Ducks Unlimited, The American Bird Conservancy and many more.
- Decreasing mute swan populations, and therefore reducing conflicts, is only possible with help from local landowners.

To learn more about the invasive mute swan problem, visit www.michigan.gov/muteswans or call 517-373-1263.

The Michigan Department of Natural Resources is committed to the conservation, protection, management, use and enjoyment of the state's natural and cultural resources for current and future generations.

cost box

WLD_04_26_13 AF

Mute Swans

Invading Michigan's Waters



A growing threat to native animals, habitat and humans



Photo by Jessie Turner

1) Mute Swans Endanger Native Wildlife

One of the world's most aggressive waterfowl species, especially while nesting and raising their young, mute swans drive out native waterfowl and other wetland wildlife with their hostile behavior. Mute swans will chase native breeding birds from their nests.



2) Mute Swans Destroy Wetland Habitat

A single mute swan can consume four to eight pounds of plants a day. They uproot and destroy these wetland plants that are a main food source for native birds and cover for native fish and invertebrates. Continuous feeding by a flock of mute swans can destroy an entire wetland ecosystem.

3) Mute Swans Threaten Humans

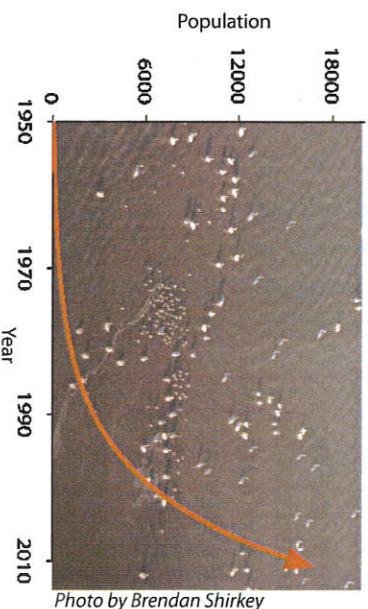
These large birds show little fear of people. Each year the DNR receives reports of mute swan attacks on people in boats and on shore.

Some birds at risk include: common loons and trumpeter swans (both threatened species in Michigan), Canada geese and native ducks.

If we do nothing, the damage and conflicts mute swans create across the state will have long-term effects.

In ten years, the number of mute swans has nearly tripled.

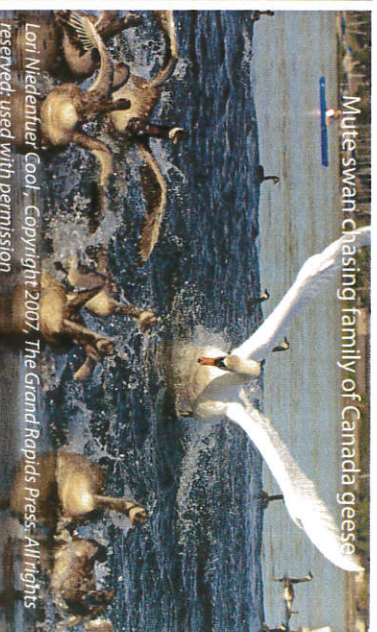
Michigan Mute Swan Numbers



What Can You Do?

You and your neighbors can help protect Michigan's natural resources by controlling invasive mute swans on your lakes and wetlands. Contact a DNR office near you to find out how or visit our website at

www.michigan.gov/muteswans



Mute swans were introduced to North America in the mid-1800s to decorate parks and estates, and later brought to Michigan in 1919. These captive swans escaped and established a feral population. With their numbers growing quickly, this non-native invasive species is causing conflicts and damage across the state.

Mute Swan Information Sheet
March 2023

- The Mute Swan is not native to North America. It is a native European species, where it lives and has its own migratory cycle.
- It is an introduced species, and therefore can be listed as “invasive” when their numbers outgrow the habitat.
- It was introduced in the U.S. for its beauty and elegant S shaped neck and was frequently purchased to beautify small ponds and lakes. These purchased pairs were pinioned on one wing to make them unbalanced and unable to fly.
- Unfortunately, their offspring were generally not pinioned, and with no natural path for migration, they remained local, feral and eventually invasive.
- Mute Swan are both large, twenty to twenty-six pounds (one of the heaviest birds able to fly) and extremely aggressive (territorial) and can be a potential danger to humans, especially during the spring and summer when they are nesting and raising young.
- Mute Swan mate for life and are very successful parents. The average number of cygnets is 6.
- Because of their rate of reproduction and lack of natural predators, the problem increases exponentially every year.
- On a gale force wind day in February 2023, the Muskegon Lake Mute Swan flock was literally “blown” together near the Muskegon River (North Branch) opening to Muskegon Lake. The flock was estimated to be between 150 and 200 individuals.
- Mute Swan environmental damage includes:
 - Destruction of native plants.
 - Domination of food sources and nesting sites, impacting important native species.
 - E Coli water contamination from feces.

The City of Whitehall has approved and practiced annual culling of Mute Swan on White Lake for more than 10 years. It has only been minimally effective because of the enormous population living on the Muskegon Lake Watershed.

If the City of Muskegon passes a resolution to authorize the Muskegon Conservation District to implement a Mute Swan Control Program on Muskegon Lake, it would benefit Muskegon Lake and the surrounding West Michigan wetland and watershed systems.

*Prepared for the Muskegon City Commission by Kim Wood, Muskegon Conservation District Board Member.

(Ms. Wood worked at the W.K. Kellogg Bird Sanctuary for five years as part of the MSU Biological Station and has extensive experience with waterfowl.)



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 12, 2023	Title: Special Event Policy
Submitted by: Jacqui Erny, Admin	Department: DPW- Parks and Recreation
Brief Summary: Staff is seeking approval for the proposed changes to the Special Event Policy.	
Detailed Summary & Background: Included is the Special Event Policy with proposed changes. Changes made from the discussion at the November 28 Commission Meeting include: • First time events being held in Pere Marquette must be approved by the City Commission. Therefore, these events must apply at least 75 days before their event date. • Picnic tables will no longer be rented and delivered by staff. A group of tables will be available for events to pick up and return for free. Neighborhood Associations can request picnic tables for their three free events per year. Events are encouraged to utilize private companies to rent tables and chairs. All previously discussed changes include: • Applications need to be submitted at least 45 days in advance to allow enough time for staff to review and approve event requests. Then staff communicates to the event conditions that must be met for the event to be held. Many of these conditions must be two weeks before the event is held. • Application fee changes to simplify the fee structure. • Providing food vendor requirements in policy as suggested by the Fire Marshal. • Increasing the footprint of who is notified when a street is closed. • Begin to offer cardboard trash bins for events to use and are available to be delivered for free. • Increase the fee for trash cans/bins to cover costs. • No longer offer an hourly rate to have a liquor license in Hackley Park. Only one event can occur in the park per day. • Remove fee for using bike and walking paths. Using the bike path is encouraged versus using a street. • Change Pere Marquette Use fees to be year-round and based on area zones instead of number of attendees. Basing the fees on attendees is difficult to determine and can change year to year. Zone-based fees will help events know their fees when applying and can encourage events to move to a less populated area of the beach. • Change Pere Marquette user fees to daily fees and have different fees for weekends vs weekdays. Daily fees can encourage events to have a faster setup and tear down period. Lower weekday fees can encourage events to move to a weekday to save money and have fewer fees during their setup period. • Increase parking fees in lots around Pere Marquette. The impact of events at the beach is significant for availability of parking. As many spaces as possible should be left available to residents and visitors.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u>	

Goal/Action Item:

Key Focus Area - Events and activities

Amount Requested:

N/A

Budgeted Item:Yes ☐ No ☐ N/A ☒**Fund(s) or Account(s):**

N/A

Budget Amendment Needed:Yes ☐ No ☐ N/A ☒**Recommended Motion:**

I move to approve changes to the Special Event Policy.

Approvals:

Immediate Division Head

☒

Information Technology

☐

Other Division Heads

☐

Communication

☐

Legal Review

☐**Guest(s) Invited / Presenting:**

No

CITY OF MUSKEGON SPECIAL EVENT POLICY



The City of Muskegon has many parks and facilities available for use. A Special Event Application is required for any public event held on City property or requiring City services. While there are several City departments involved in the special event process, this policy centralizes the administration of special events with the Department of Public Works. Email specialevents@shorelinecity.com or call (231) 724-6907 for any questions.

For events where alcohol is served, applicants must also obtain approval from the State of Michigan Liquor Control Commission and the Muskegon Police Department (231-724-6750), in addition to completing the Special Event Application. Liquor license approval is a separate process from the Special Event Application, with its own fees and regulations. The final authority for signing special liquor licenses is with the Public Safety Director. For State of Michigan liquor license regulations and information, please visit the State of Michigan's website at www.michigan.gov/lara.

SPECIAL EVENT APPLICATION PROCEDURE

I. Special Event Application ("Application") Submission & Fee Schedule

All Applications shall be filed with the Department of Public Works at least ~~forty-five (45)~~**thirty (30)** days prior to the event. The non-refundable Application fee must be paid at the time the Application is submitted.

Events occurring during peak event season April 15 – September 30	Events occurring outside of peak season January 1 – April 14 / October 1 – Dec. 31
\$100 fee for applications submitted 60 days or more prior to the event date	\$100 fee for applications submitted 60 days or more prior to the event date
\$250 fee for applications submitted 45-59 46-59 days prior to the event date	\$200 fee for applications submitted 45-59 46-59 days prior to the event date
\$400.00 fee for applications submitted 30-44 45-59 days prior to the event	\$300.00 fee for applications submitted 33-44 45-59 days prior to the event
Applications submitted less than 45 30 30 days prior to the event date will not be accepted; <u>first time events at Pere Marquette must apply 75 days prior to the event date.</u>	\$400 fee for applications submitted less than 30 less than 45 days prior to the event

Application and parade event fees may be waived for Veteran's groups. In addition, the City's recognized Neighborhood Associations are entitled to two Application ~~fee waivers and~~ event fee waivers and picnic table deliveries per year in addition to National Night Out festivities, provided that the Application is submitted to the Department of Public Works at least ~~30~~**45** days in advance of the event date. Up to two application fees may be waived for a non-profit organization in its lifetime. The non-profit must serve City of Muskegon residents to qualify.

The Application shall be submitted on the appropriate form. **The Application fee must be paid at the time of Application submission or the Application will not be considered.** The *City of Muskegon Request for Special Event Application* form can be found on the City's website at www.muskegon-mi.gov, or you may email specialevents@shorelinecity.com or call (231) 724-6907 to have one mailed, or visit the Department of Public works at 1350 E Keating Ave, Monday – Friday from 8:00 am. Until 4:300 p.m. excluding holidays.

Block Parties. The City has a separate Block Party Policy and Application. Contact the Department of Public Works at specialevents@shorelinecity.com or 231-724-6907 for further information about block parties.

4th of July weekend. Margaret Drake Elliott Park is not available for special events on the 4th of July, including the entire weekend if July 4 falls on a Friday, Saturday, or Sunday. The park is reserved for picnicking during this holiday.

Reserving event dates for multiple years. As long as prior year event fees are paid in full, established events may reserve their event date(s) and location for future years. A completed special event application must be received by February 1 of each year in order to hold the date(s) and location.

II. Event Requirements

All Special Event permittees must adhere to the following rules and regulations. Failure to do so may result in the applicant having any conditional approvals revoked, being held responsible for any damages and/or denial of future event Applications.

(a) **Public Safety Personnel.** While the presence of public safety personnel (police/fire/medical) may not be required at all special events, it shall be the discretion of the Public Safety Director if city police and/or fire officials may be required. The applicant/organization will be responsible for payment of public safety personnel services. See Fee Schedule (Section IV) for fee estimates. If an event is cancelled with less than 72 hours' notice, the applicant/organization will be responsible for paying two hours' pay per officer, per union contract requirements. Applicants are not allowed to provide their own public safety staff (police/fire/medical) without prior approval of the City of Muskegon's Public Safety Director.

(b) **Liability Insurance.** The applicant must provide proof of liability insurance in the amount of \$1,000,000 naming the City of Muskegon as an additional insured. You may use an insurance agent of your choice. An acceptable certificate of insurance must be submitted no later than 10 days before the event date. Please inform your insurance agent that the wording on the certificate must read:

"The City of Muskegon, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof; it is understood and agreed that by naming the City of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the City of Muskegon may have in effect shall be considered secondary and/or excess."

(c) **Restroom Facilities.** All outdoor events shall provide adequate restroom facilities (*i.e.* portable toilets) including handicapped-accessible facilities per ADA requirements. Restroom placement shall not impede sidewalk traffic.

(d) **Digging & Staking.** Digging or staking into paved areas, including roadways, sidewalks, and public parking areas, is not permitted. Digging or staking into non-paved ground shall be cleared through Miss Dig in order to avoid damage to underground utilities. The Applicant Organization is responsible for contacting Miss Dig (1-800-482-7171, or dial 811) a minimum of *5 working days* prior to event set-up. The applicant will also be responsible for paying an electrician to locate underground utility lines and a City employee to location irrigation/water lines, if required. A penalty of \$100 will be charged for an unapproved staking and the Applicant Organization will be responsible for the cost of any damages to underground utilities, including irrigation lines, caused by digging or staking.

(e) **Electrical and Water Hook-up** The applicant must adapt to electrical power available on-site, or provide their own generator. When using City electrical panels, the applicant shall read the meter before and after the event, and report those numbers to the City's special event coordinator upon request. City fire hydrants may be used as a water source for a fee (see Fee Schedule - Section IV) for cost. It is the responsibility of the applicant to provide acceptable hoses for potable water usage, which meet Health Department requirements.

(f) **Inspections.** The event location is subject to all building, plumbing, mechanical, electrical, and fire codes. It is the permittee's responsibility to schedule an inspection by any and all required inspectors and pay the required inspection fee(s). The City's building inspection department (SAFEbuilt), requires an inspection of assembly tents that are 400 sq ft or greater. See Fee Schedule (Section IV) for costs. For events having multiple tents, contact the City's Building Official for inspection fees.

(g) Food trucks/Food Vendors. Any food trucks or vendors using deep fryers and/or propane cylinders must be inspected and approved by the Fire Marshal prior to participation in a special event. These vendors are required to have no less than a 5 lbs ABC-type fire extinguisher which has a current inspection tag and a class K type fire extinguisher for any deep-frying equipment wherein oils and/or grease is used as a medium. Contact the Fire Marshall for an inspection at (231) 724-6793.

- Food trucks/trailers. All food trucks or trailers must be inspected and approved by the Fire Marshal at least 2 weeks prior to participation in a special event. A current, completed and approved Muskegon County, Grand Rapids FD, Holland FD, Grand Haven DPS or Kalamazoo County inspection will be accepted. Contact the Fire Marshal for an inspection at (231) 724-6793.
- Food vendor tents. All vendors cooking in a tent must have tar paper on the ground in their whole footprint. Food tent vendors are required to have at a minimum: a 3A-40BC ABC-type fire extinguisher and a Class-K type fire extinguisher for any deep-frying equipment or when oil and/or grease is used/produced during food preparation. These extinguishers must have a current inspection tag from a third-party vendor. Additional extinguishers and requirements may be required and enforced by the inspecting Fire Official. Food vendors using a tent are subject to site inspection that shall be performed after the tent and all equipment are in place and operational.

(g)(h) Camping/Campgrounds. Approval must be given by the City Commission to have camping at your event at least 60 days before the event. The Department of Public Works will submit the request to the City Commission. Events that include overnight camping or a campground area also require a permit from the Muskegon County Health Department and Department of Environment, Great Lakes and Energy. To obtain information about this permit, call (231) 724-6208. A copy of an approved permit must be provided to the City.

(h)(i) Event Set-up and Tear-down. For events utilizing any public roadway, no tents, booths, vendors, or equipment shall be set up in the roadway prior to 6:00 p.m. the day before the event. All signs, tents, booths, vendors, and equipment must be removed from the roadway prior to 6:00 a.m. the day after the event.

(i)(j) Site Clean-up and Trash Disposal. The Applicant shall be responsible for clean-up of City facilities after the event. This includes the removal of trash from the site (do not leave full trash cans on site). Applicants shall provide their own Dumpster. The City shall have the right to enforce cleanup measures, including but not limited to entry and cleaning of property by City personnel with costs charged to the owner, occupant, or applicant. City staff may require a walk-through after the event to ensure satisfactory clean-up.

(j)(k) Merchandise Sales. Sales of all merchandise for Special Events must be out of the public right-of-way, unless prior authorization is received.

(k)(l) Events Using Water. Events utilizing a body of water such as Muskegon Lake and/or Lake Michigan require Coast Guard (414-747-7100) and/or Department of Natural Resources (269-685-6851) special event approval.

(l)(m) Pyrotechnics. Events utilizing any kind of pyrotechnics must contact the Fire Marshal (231-724-6793) and must also obtain the appropriate permits from the City Clerk's Office (231-724-6705).

(m)(n) Compliance with all regulations. Special Event applicants/organizations are responsible to ensure that all applicable laws and ordinances are followed. Failure to comply with all city ordinances, rules and regulations may result in the denial of future special event requests.

III. Special Event Application Processing

(a) **Application Intake.** Department of Public Works Office staff shall be responsible for intake of Special Event Applications and dissemination to appropriate City staff for review and approval. The Application fee must be submitted with the Application. Liquor license Applications shall be filed with the Public Safety Director.

(b) **Event Approval.** The City will issue a conditional approval or denial no later than 30 days after the Application date whenever possible. Preliminary approval may be given to allow the applicant to advertise the event, with final details to be worked out with staff. An approval letter will be issued, listing conditions of approval. First time events at Pere Marquette must be approved by the City Commission; the entire approval process could take up to 60 days.

(c) **Application Denial.** If City staff reviews an Application and denies same, it shall be stated in writing the reasons for the denial. An appeal of that decision may be made to the City Commission, whose decision shall be final.

(d) **Unpaid Invoices Due the City.** Any past due fees/invoices owed to the City will result in denial of the event Application and/or future Special Event requests until paid in full.

(e) **Meetings with Staff.** City staff will meet with applicants to discuss event details if needed. Contact the City's special event coordinator in the Department of Public Works to request a meeting. There may also be instances when City staff may require a meeting with the applicant. Failure to attend a requested meeting may result in denial of the Application.

(f) **Street Closures/Barricading.** Requests for City road closings/barricading require approval of the Public Safety Director and the DPW Superintendent. DPW Office staff will forward requests to the appropriate personnel once the Application and fee are submitted. The applicant is responsible for all associated costs, which may include barricades, public safety services, etc. There is an additional \$50 fee for each block closed beyond 2 blocks. City Commission approval may be required in some cases. If a street closure is approved for an event, the Applicant must provide written notification to all businesses and residences located along the affected street(s) and one block surrounding event footprint at least 10 days prior to the event date. Changes to street closures requested within 30 days of the event date will incur a \$50 fee. *No route and/or road closure changes will be allowed within 14 days of an event.*

(f)(1) **Time Restrictions** Streets shall not be closed prior to 6:00 p.m. the day before the event and must be open by 6:00 a.m. the day following the conclusion of the event.

(f)(2) **Parking along event routes.** The applicant shall be responsible for posting "No Parking" signs along the closed streets of an event route at least **48 hours** in advance of the event date. The City's Department of Public Works may have No Parking signs available for use. However, the applicant/organization must attach 5 ½" by 8 ½" addendums to the signs noting the name of the event and date and time the parking restrictions will be in effect.

(g) **Runs/Walks.** For races, runs, walks, or parades, the applicant must submit a map with the Application, showing the proposed route. In addition, if any streets will be closed or partially closed, the applicant must provide written notification to all residents and businesses along the route as stated above in paragraphs (f) and (f)(1). The City's special event coordinator can provide the names and addresses of affected homes and businesses to be notified. The applicant is responsible for any public safety and/or DPW costs for street closures (barricades, police presence at intersections if needed, etc). Western Ave from Shoreline Dr to 8th St will not be closed for a walk or run.

(g)(1) **Use of Lakeshore Trail bike path.** For events utilizing the Lakeshore Trail bike path, there is a trail use fee that will be billed upon completion of the event (see Fee Schedule) to help cover trail maintenance expenses. In addition, any events using the path must post signage at trail entry points on the day of the event, notifying users that there is an event occurring on the trail. Signs may be generic, such as "EVENT ON BIKE PATH TODAY" (organizations using the path for events may share signs to reduce costs). The City's Parks Supervisor can assist you in locating sign placement locations.

(h) **Site Plan.** The City may require submittal of a site plan showing the event grounds and the location of tents, vendors, portable toilets, and other structures.

IV. Special Event Fee Schedule (Use of City Equipment, Labor Charges, Liquor Licenses, Inspections, Park use fees)

ITEM / SERVICE	RENTAL FEE (plus labor if necessary)
55-gallon metal trash can <u>55-gallon metal trash can or Cardboard Bins (cardboard delivered for free)</u>	\$510.00 each
Plastic trash bags (1 case)	\$40.00 per case or actual cost
Standard Traffic Cone	\$1.00 each
Tall "Grab" Cone	\$3.00 each
Picnic tables	\$10.00 each
Fire hydrant use (installation & removal of hydrant tree, water testing, and water usage)	\$100.00 flat rate per hydrant
DPW/Parks personnel labor costs (Transportation of Barricades/Cones/tables, etc)	\$60.00/hour <u>(\$120/hour for Sundays and holidays)</u> Truck/ trailer rental may also be charged
PUBLIC SAFETY SERVICES / FEES	
NOTE: Liquor License fees are lowest when applied for at least 45 days in advance of the event date. Liquor licenses will not be issued within 15 days of an event.	
Special liquor license (non-profit)/New event	\$150.00 (if applied for at least 45 days in advance of event)
Special liquor license (non-profit)/Return event Organization located outside City of Muskegon	\$125.00 (if applied for at least 45 days in advance of event)
Special liquor license/Return event, in-City rate	\$ 75.00 (if applied for at least 45 days in advance of event)
Special liquor license (all) within 15-44 days of event	\$250.00
Liquor license/Temporary authorization - existing business/club	\$40.00 (\$60 if within 15-44 days of event)
Public safety labor charges (police/fire/medical)	\$60.00 per hour (time and ½)
Public safety labor charges (police/fire/medical)	\$120.00 per hour (triple time/holidays)
INSPECTIONS	
Inspection of assembly tent	\$50.00 (if multiple tents, contact building official for fees)
Electrical or plumbing inspections	Contact the building inspection department to see if these are required
Fire Department inspection of food trucks	Included with application fee
PARK USE FEES	
Hackley Park exclusive use fee with Liquor License	\$100/hour or \$500/day
Hackley Park use fee per quadrant	\$50/day per quadrant
Harbour Towne Beach user fee	\$1500.00 per event
Trail bicycle/walking paths	\$200 per event
Pere Marquette Park user fees (applicable May 15 through September 15) <u>Costs are per day</u>	
<u>Zone 1 Events less than 100 people</u>	<u>\$100 per event \$400 weekdays; \$600 Sat, Sun, and Holidays</u>
<u>Zone 2 Events with 100 - 250 people</u>	<u>\$200 per event \$300 weekdays; \$450 Sat, Sun, and Holidays</u>
<u>Zone 3 Events with 250 - 500 people</u>	<u>\$350 per event \$200 weekdays; \$300 Sat, Sun, and Holidays</u>
<u>Zone 4 Events with 500 - 2000 people</u>	<u>\$500 per event \$100 weekdays; \$150 Sat, Sun, and Holidays</u>
<u>Events with a Liquor License</u> <u>Events over 2000 people</u>	<u>\$1500.00 per event (includes 20 reserved parking spaces) \$1,500 per day</u>
Parking spaces for event use	<u>\$10-15</u> per parking space reserved per day <u>(max 15 spaces)</u> and each vehicle must have Beach Parking pass
Exclusive use fee of Ovals parking lot area	\$250-1,000 per day and each vehicle must have Beach Parking pass

<u>Exclusive use fee of smaller parking lots near Pere Marquette (Margaret Drake Elliott Lot, smaller lot near ovals, and lot near the roundabout.)</u>	<u>\$400 per day and each vehicle must have a Beach Parking Pass</u>
Camping at Pere Marquette Park	\$20 per night per camper or tent*
	*The City Commission may opt to collect a percentage of camping revenue for larger events in lieu of the \$20 per unit

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 12, 2023	Title: SEIU Union Contract Tentative Agreement Approval
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office
Brief Summary: Four year contract for the SEIU (Clerical Union).	
Detailed Summary & Background: Management and the SEIU Clerical Union have reached tentative agreement on changes to the contract. Once the Commission approves these tentative agreements, the full contract will be amended . The changes to the contract will be implemented after signatures.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: I move to approve the tentative agreements to changes to the SEIU contract.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: No

City of Muskegon

And

Service Employees International Union

TENTATIVE AGREEMENTS

Jan. 1, 2024 – Dec. 31, 2027

1. **Rename Article 49 - Miscellaneous**

Renumber: Article 49 to 50

Article 50 to 51

Article 51 to 52

Article 52 to 53

Add as Miscellaneous (1)

Each employee shall be provided two (2) Seasonal Beach Parking passes every year.

2. **Article 26 – Sick Leave**

(a) All employees covered by this Agreement shall accumulate ~~one (1) eight (8) hours of~~ sick leave ~~day~~ per month, not to exceed ~~twelve (12) days~~ **ninety-six (96) hours** per year, with a maximum accumulation of ~~one hundred thirty (130) days~~ **one thousand forty (1040) hours**.

(b) Any employee who has accumulated ~~one hundred thirty (130) days~~ **one thousand forty (1040) hours** of unused sick leave will be compensated on an annual basis for seventy-five percent (75%) of the accumulated, but unused, sick time in excess of ~~one hundred thirty (130) days~~ **one thousand forty (1040) hours**. This compensation will be paid ~~no later than January 31 of the year following the accumulation~~ **consistent with the Employer's policy released each year**. In lieu of being paid seventy-five percent (75%) accumulated but unused sick time, an employee may elect to contribute, on an annual basis, one hundred percent (100%) of the accumulated, but unused, sick time in excess of ~~one hundred thirty (130) days~~ **one thousand forty (1040) hours** into either the City's **Employer's** Deferred Compensation Program or a Michigan Education Savings Program.

(e) Upon termination of employment under honorable conditions, the employee will be compensated at the rate of seventy-five percent (75%) of the value of the accumulated unused sick leave, provided the employee has worked a minimum of twelve (12) consecutive months. In lieu of being paid seventy-five percent (75%) accumulated but unused sick time, an employee may elect to contribute one hundred percent (100%) of the accumulated, but unused, sick time in excess of ~~one hundred thirty (130) days~~ **one thousand forty (1040) hours** into either the City's **Employer's** Deferred Compensation

Program or a Michigan Education Saving Program. This paragraph does not apply to employees dismissed while on probation.

(h) The minimum increment of sick use shall be one (1) hour. Sick leave must be requested a minimum of one (1) hour in advance of the date/time requested.

Employees can change the time the lunch hour is taken to accommodate appointment with supervisor approval.

If employee provides a doctor's slip, sick time can be taken in ¼ hour increments, excluding repeated scheduled appointments at the end of the working day. After the first hour, sick time may be taken in ¼ hour increments.

(j) Employees may use sick leave upon accumulation.

3. **Article 2 - Recognition of Management**

Except as specifically restricted by this Agreement, and unless limited by law, the City retains all rights, functions, and prerogatives, including, but not limited to:

(a) The right and responsibility to direct the operations of the City, including, but not limited to: the selection of the kinds and sources of materials, supplies, machinery and equipment; the determination of the kind, size, number and location of its offices; the determination of the services to be performed by it; the determination of the services to be purchased from others; the determination of the work schedules; the determination of reasonable work rules and standards; the determination of the persons, firms or corporations with whom it will do business; the method of doing business; the determination of the size of the working force to satisfy City requirements; hiring of new employees or determination of whom it will retain at the end of the probationary period; the right to maintain order and efficiency, to relieve employees from duty because of lack of work or for other legitimate reasons; the right to establish, change or introduce new or improved methods, equipment, quality standards or facilities; to terminate employment, suspend, discipline or discharge any employee for just cause; the right to establish, change or introduce standards of safety and safe operating practices; the right to establish and alter all conditions and qualifications of employment (as related to the hiring of new employees).

(b) Any complaint or dispute concerning the exercise of any such management functions in a manner contrary to any express provision of this Agreement shall constitute a grievance within the meaning of this Agreement.

4. **Article 15 – Layoff Defined**

(f) Parking Officers shall not bump into the clerical classifications and clerical shall not bump into the parking officer classification.

5. **Article 16 – Recall Procedure**

When the work force is increased after a layoff, employees will be recalled according to seniority, with the most-senior employee on layoff being recalled first. Notice of recall

shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered a quit **to have resigned**.

6. **Article 18 – Job Posting and Examination Procedure**

(a) In accordance with Civil Service Rules and Regulations, all open competitive and competitive promotional examinations **within the unit** shall be posted at least five (5) days in each department that employs bargaining unit members, but the posting must continue into the first work day of the week after it was first posted. Employees interested shall apply in writing to the Civil Service Department within the five (5) day posting period. All open competitive and competitive promotional examinations shall be conducted in accordance with Civil Service Rules and procedures.

7. **Article 22 – Rates for New Jobs**

When a new job is created, **within the unit**, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations, but not subject to arbitration.

During the life of this contract, the Employer may choose to revise the classification and rate structure prior to its becoming effective. Any change will not result in a loss of pay for an employee. In the event the Union does not agree that the classification and/or a rate change are proper, it shall be subject to negotiations, but not subject to arbitration.

8. **Appendix C (list of exclusions titles within the City) – Delete**

9. **Article 29 – Holiday Provisions**

(b) Employees who work at **a location** other than City Hall shall have the **a** holiday schedule consistent with the schedule at the building **where** the employees work. **Employees working at DPW will receive the day after Thanksgiving as a holiday.** ~~At the DPW Department, one employee will have the opportunity to work the Day after Thanksgiving. Such employee will be chosen, by seniority, from a list of volunteers within the DPW Department.~~ No employee shall receive less than thirteen ~~(13)~~ **fourteen (14)** days off as a combination of holiday/personal leave day. To the extent that an employee receives fewer than eleven ~~(11)~~ **twelve (12)** holidays, the employee shall receive a corresponding increased number of personal leave days.

(c) Paid holidays which fall on Saturday shall be recognized on the **Thursday or Friday** preceding the holiday **per the employee's regularly scheduled work week**. Paid holidays which fall on Sunday shall be recognized on Monday following the holiday.

(d) **When holidays fall on consecutive days, time off will be handled as follows:**

1. If both holidays fall on a Monday, Tuesday, Wednesday, Thursday, or Friday, then employees will realize the actual days off with holiday pay regardless of their work

schedule. Employees on a 4 day work week will be paid 20 holiday hours and work two of the three remaining non-holiday days in the work week.

2. If one or more of the days fall on a Saturday or Sunday, offices will be closed on Friday and Monday in observances of the two holidays. All employees working a traditional five day work week will observe a day off on Friday and a day off on Monday. All employees working a 4 day work week will work three days in each of the two work weeks.

3. If staffing needs require an employee to work during the holiday week, the employee will receive a floating holiday to be used within a two week period. At no time will a prescheduled personal or vacation day be canceled due to accommodating a floating holiday.

(f) Parking Enforcement. When a parking officer is required to work on a holiday, they will receive eight (8) hours of holiday plus double time for all hours worked.

10. **Article 31 – Vacations**

(a) Eligibility. An employee will earn credits toward vacation with pay in accordance with the following schedule:

1. ~~One (1) day per month of employment, but not to exceed ten (10) days~~ **Eighty (80) hours** per year during the first ~~six (6)~~ **five (5)** years of continuous service.
2. One **hundred** and one-half ($1\frac{1}{2}$) days per month of employment, but not to exceed ~~fifteen (15) days~~ **twenty (120) hours** per year, beginning the ~~seventh (7th)~~ **sixth (6th)** year of employment through fourteen (14) years of continuous service.
3. ~~Two (2) days, but not to exceed twenty (20) days~~ **One hundred sixty (160) hours** per year, beginning the fifteenth (15th) year of continuous service.
4. Effective 1, 2020, ~~two and one-half ($2\frac{1}{2}$) days, not to exceed twenty two and one-half ($22\frac{1}{2}$) days~~ **One hundred eighty (180) hours** per year, beginning upon completion of twenty (20) years of continuous service.
5. ~~Two and one-half ($2\frac{1}{2}$) days, not to exceed twenty five (25) days~~ **Two hundred (200) hours** per year, beginning upon completion of twenty four (24) years of continuous service.

11. **New Miscellaneous Article**

2. The Employer will continue its practice of notifying the Union of new employees each pay period. Each year, the Employer will share with the Union a schedule of the Employer's new employee orientation sessions. The Union will be provided thirty (30) minutes after each orientation session to meet with prospective members.

12. **Article 29 – Holiday Provisions**

Add: Juneteenth

13. **Article 31 – Vacations**

(b) 5. ~~Vacation Leave shall not be cumulative and shall be taken during the calendar year following the one in which it was earned.~~ An employee may bank up to forty (40) hours of vacation time annually, which may be rolled over from year to year. Notification of such rollover shall be given in writing to the employer per City policy.

6. The minimum increment for vacation use shall be ~~four (4)~~ one (1) hours

14. **Article 25 – Overtime**

(e) When a parking officers regular shift consists of a Sunday, the employees second day off is the employee's Sunday.

(f) No unscheduled overtime will be allowed. All overtime must be approved by the supervisor prior to any overtime being worked.

15. **Article 45 – Uniforms and Dry-Cleaning Allowance for Police Clerks and Parking Officers**

Add: (B) Parking Officers shall be provided the following.

- Summer footwear and winter boots
- Pants and shorts
- Short sleeve and long sleeve shirts
- Nylon jacket (lightweight)
- Nylon jacket (winterweight)
- Mock turtlenecks
- Winter hat
- Ball cap
- Raincoat
- Dog spray container

16. **Article 31 – Vacations**

(j) Notwithstanding any other provisions in Article 31, an employee may convert up to 120 hours, per year, of unused vacation time to sick leave, per City policy. The City may promulgate reasonable rules and forms to implement this provision.

17. **Article 47 – Wage and Salary Schedule**

Add to existing language in (b)

Management may, at its sole discretion, start new hires up to a step 3 and may award merit increases up to step 4.

18. **Change references of “City” to “Employer”.**

19. **Use gender-neutral terms throughout CBA.**

20. **Article 36 – Defined Contribution Retirement Plan**

(b) CONTRIBUTIONS. The City **Employer** shall contribute six percent (6%) of compensation. The members in this plan may make a one-time election **at the time of enrollment** to either not contribute or to contribute three percent (3%) of compensation. If the member elects to contribute, then the City **Employer** shall match that contribution, dollar for dollar. “Compensation” shall be Medicare taxable wages as reported on the employee’s W-2 Form.

~~(d) TRANSFERS FROM DEFINED BENEFIT PLAN. With respect to money transferred from the Defined Benefit Plan, the affirmative election made by the defined benefit plan participant will result in a transfer of the greater of the employee’s contributions to the Defined Benefit Plan and the present value of the individual’s accrued benefit payable at their deferred retirement date as a life annuity. If the defined benefit plan participant is eligible to receive an immediate benefit, the transfer will be based upon the present value of the individual’s accrued benefit payable immediately as a life annuity.~~

~~The defined benefit plan participants will be notified of their right to transfer to the Defined Contribution Plan. Defined benefit plan participants shall have until April 30, 2006 to elect to transfer. Failing to elect a transfer shall be deemed a refusal to transfer. A defined benefit plan participant who elects to transfer shall terminate their participation in the Defined Benefit Plan effective May 31, 2006. Assets shall be transferred as soon as possible and shall be based upon the values specified above as of May 31, 2006. Contributions shall commence in the Defined Contribution Plan with the pay period commencing May 21, 2006 with the first contribution occurring in June, 2006.~~

Change (e) to (d)

21. **Article 30 – Personal Leave Days**

(b) ~~After the first six (6) months~~ **After the first thirty (30) days** of employment, each employee shall be entitled to personal leave days on a pro rata basis for the remainder of the calendar year in which they were hired.

(c) Personal leave days are not accumulative, but if not granted as time-off, they shall be compensated as a day's pay. If not requested, the days shall be forfeited. **This paragraph does not apply to employees dismissed while on probation.**

22. **Article 1 RECOGNITION – EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit described below:

Customer Service Representative, Community and Neighborhood Services Specialist **Technician**, Housing Maintenance **Rehabilitation** Counselor, **Housing Project Coordinator, Family Self Sufficiency Coordinator, FOIA Specialist, Parking Officer, Rehabilitation Grant Specialist**, Permit Technician, **Community Development Specialist**, Section 8 Coordinator, and Tenant Affairs Specialist but excluding Supervisors, Executives and confidential employees, the City Manager's ~~Secretary~~ **Executive Assistant**, all Administrative Secretaries **Assistants** including the Administrative Secretary **Assistant** to Personnel/Purchasing and Planning, Finance Clerks, Administrative Services Supervisor – Department of Public Works, **the Grants Coordinator in Community and Neighborhood Services, Treasury Supervisor, Technology Support Specialist, Network Administrator, Event Coordinator, Management Assistant – Finance, Income Tax Auditor, Special Projects Coordinator, Police Records Supervisor, Police Community Coordinator, Code Coordinator, Planner I, and Administrative Aide/Office Manager in the Police Department**, and effective January 1, 1995, the Deputy City Treasurer and effective September 11, 1996, the Deputy City Clerk.

23. **Article 25 OVERTIME**

(d) For all hours accumulated between thirty-seven and one-half (37-1/2) hours and forty (40) hours per week for employees working a 5-day work week and between thirty-eight (38) hours and forty (40) hours per week for employees working a 4-day work week, credit for actual time worked will be in the form of compensatory time off at a straight time rate of one (1) hour for each hour worked. **Any paid time or compensatory time after 40 hours per week will be paid and/or accumulated at time-and-one-half. Such accumulated time shall be used within the year it was earned. Employees shall have the option to draw down their compensatory time bank, subject to two (2) weeks' notice to the Employer. Payment will be in regular paychecks or may be deferred to the 457-retirement plan at the same time as other city employees. Employees shall draw down at least twenty (20) hours at a time when the employee requests payment for earned compensatory time employees shall be allowed to carry over to the next year a maximum of 20 hours. Any time accrued over the 20 hours will be paid out to the employee at the end of the year. Compensatory time may be used in thirty (30) minute increments upon 1-hour minimum notice to supervisor. The use of compensatory time shall not cause the need for overtime.**

(e) When a parking officers regular shift consists of a Sunday, the employee's second day off is that employee's Sunday.

(f) No unscheduled overtime will be allowed. All overtime must be approved by the supervisor prior to any overtime being worked.

24. **Article 30 – Personal Leave Days**

(a) After the first year of employment, each employee shall be entitled to ~~two (2)~~ 16 hours of personal leave ~~time~~ days per year subject to notice of ~~twenty-four (24)~~ at least one (1) hour in advance of the date/time requested. Clerical employees will receive personal leave time as stipulated in Article 29 (b).

25. **Article 24 – Working Hours**

(a) The normal workday for employees working a 5-day work week shall consist of seven and one-half (7-1/2) hours per day. The normal workweek for employees working a 5-day work week shall consist of thirty-seven and one-half (37-1/2) hours per week, Monday through Friday. Work hours for employees at the Police Department Complaint Records Desk will be between 6:00 a.m. and 7:00 p.m. Work hours for Parking Enforcement shall be 7:00 am to 9:00 pm. Work hours for all other employees will be between 7:30 a.m. and ~~6:00~~ 5:30 p.m.

The normal workday for employees working a 4-day work week shall consist of nine and one-half (9-1/2) hours per day. Their normal work week shall consist of thirty-eight (38) hours per week, Monday through Thursdays unless their department maintains a 5-day work week in which case the day off for each employee will rotate on a weekly basis.

Employees who work in a department that operates on a five-day schedule may choose to work either 4 ten-hour days or 5 eight-hour days. Once an employee decides on a work schedule, they cannot change that schedule unless they give the employer a minimum notification of one full pay period and the Department Head approves the change.

Notwithstanding anything else in this section, the use of non-mandatory flextime shall be permitted so long as both the employee and the department head agree to the use of the flextime. Flextime hours which are banked must be used or paid for in the next pay period.

(b) Employees who work 4/10's receives a 30-minute unpaid lunch and employees who work 5/8's receives one (1) hour unpaid off for lunch and may combine one or both of their breaks with their lunch time. Once an employee decides to combine or not combine, they cannot change that schedule unless they give the employer a minimum notification of one (1) work week, unless there is an emergency.

(c) Employees may take a fifteen (15) minute coffee break in the A.M., and also a fifteen (15) minute coffee break in the P.M., or the first half and second half of their regular shift, whichever may apply.

(d) If the normal hours are changed, the employees will be provided one (1) weeks' notice, if possible.

26. **Article 26 – Sick Leave**

(g) The City **Employer** will allow use of up to ~~twelve (12) days~~ **ninety-six (96) hours** per year for sick leave for injury or illness in an employee's immediate family which requires presence away from work. Immediate family will include spouse, children, **dependent individual**, grandchildren, parents, grandparents, and parents-in-law.

27. **Article 47 – Wage and Salary Schedule**

(d) Bi-Lingual Payment. Bi-lingual (including sign language) employees will receive an annual payment of Four Hundred and Fifty Dollars (\$450.00) payable at the end of each calendar year. The payment is made as compensation for acting as a translator for the City **Employer**. Such service performed by the employee will be limited to within City Hall **buildings**, unless the employee consents to leave City Hall **buildings**. If at some point such service ceases, so does the obligation to make the annual payment.

28. **Article 47 – Wage and Salary Schedule**

(b) Merit Pay Plan. Every employee covered by this Agreement shall each year be evaluated by the Supervisor or Department Head using the current performance evaluation form provided by the Civil Service Commission. Progression from one step to the next higher step shall occur on the first day of the pay period commencing closest to July 1 of each year. Progression from Step 1 through Step 4 shall occur if, and only if, the employee receives a score of average or better on the performance evaluation form, i.e., if the performance evaluation form is a five (5) point scale, the employee must receive a three (3) or higher to move to the next step. After reaching step 4, progression from one step to the next higher step shall occur automatically. **Management may, at its sole discretion, start new hires up to Step 3 any may award merit increases up to step 4.**

29. **Article 26 – Sick Leave**

(j) All employees who will be absent from work must call in to their supervisor by the normal starting time, unless there is an emergency that makes such communication impossible or when the safety of the employee, their family, or the public is of greater priority and such emergency is supported by documentation. An employee who fails to call in before the normal start time shall be disciplined as a Group 1 offense per Civil Service Rules.

If an employee calls in on time but has no sick leave bank, the employee will be disciplined unless the absence is authorized by evidencing a medical certificate as defined in Article 26(i).

30. **Article 27 – Worker’s Compensation**

(b) Sick leave will be applied to lost time and deducted for service-connecting disability other than that for which the employee receives Worker's Compensation insurance benefits for lost time, only upon receipt of a statement signed by the City **Employer’s** Physician to the effect that the injured employee is unable to perform the regular duties or such other temporary task available in the framework of City **Employer** functions, in which event said employee's earned sick leave shall be used at the rate of ~~one (1)~~ **eight (8) or ten (10) hours per** sick leave day **per the employee’s regular schedule** for each day of such service-connected disability until such sick leave accumulation has been exhausted.

(c) An employee's absence from duty due to a service-connected disability for which ~~he/her~~ **they are** is receiving Worker's Compensation benefits shall not be compensated for or deducted from ~~his/her~~ **their** sick leave unless ~~he/she~~ **they** shall elect to be paid the difference between the Worker's Compensation received by ~~him/her~~ **them** for such service-connected disability and ~~his/her~~ **their** normal wage or salary; in which event, said employee's earned sick leave shall be used at the rate of ~~one-third (1/3)~~ **2.67 or 3.33 hours of** sick leave ~~day (1/3 day)~~ **per the employee’s regular schedule** for each day of such service-connected disability until such sick leave accumulation has been exhausted.

31. **Article 7 – Grievance Procedure**

STEP 2. If the grievance remains unsettled, it shall be presented by the Chair~~man~~ of the Union, in writing, to the City Manager or ~~his~~ **their** designate within ten (10) working days after the response of Step 1 is **due**. The City Manager or ~~his~~ **their** designate shall sign and date the ~~chapter chairperson’s~~ **Chair’s** copy. As soon as possible thereafter, if requested by either party, but in any event no later than ten (10) working days, the City Manager or ~~his~~ **their** designate shall schedule a meeting with the Union to discuss and attempt to resolve the grievance. The City Manager or ~~his~~ **their** designate shall respond in writing to the Chair~~man~~ of the Union within ten (10) working days of the meeting.

32. **Article 26 – Sick Leave**

(i). In the event a sick leave absence is not covered under a FMLA event or other federally protected leaves, then the following applies to the sick leave absence:

A medical certificate shall be required in the absence of reasonable evidence of an employee's illness, an illness or injury in his/her ~~his/her~~ **their** immediate family, or injury that prevented his/her attendance at work for a period in excess of ~~four (4)~~ **three (3)** days before compensation for the period will be allowed. A medical certificate may be required in the absence of reasonable evidence of an employee's illness or injury that prevented ~~his/her~~ **their** attendance at work for any length of absence after an employee has taken eight (8) separate periods of sick leave in any calendar year before compensation for the period will be allowed. A "separate period" shall be defined as any time away from work. However, in accruing the "eight (8) separate periods of sick leave in any calendar year", an employee will not have a "separate period" credited to him if a medical certificate is provided as to such sick leave. Following eight (8) separate periods of sick leave in any calendar year where the employee has failed to provide a medical certificate, then each additional separate period of sick leave will be counted as unauthorized and unpaid leave of absence unless the employee or a member of his/her immediate family is subject to a severe or chronic illness of substantial duration. **If sick time is being used for school/family accommodation or to make up the difference between an eight hour to a ten-hour day, this requirement does not apply.**

A "medical certificate" shall either be a completed form provided by the ~~City~~ **Employer** or a completed form from ~~some other source~~, **a qualified health professional stating the reason for the sick leave**. A supervisor has the right to ~~refuse any form which is not the City's form~~ **request the Employer's form (Employee's Time Off – Request Form) be completed in addition to any form completed by another source**, and the employee shall have two (2) work days to return the ~~City~~ **Employer's** form. An original signature is not required on the ~~City's~~ **Employer's** medical form.

The above information does not restrict or replace the Employer's FMLA policy. If an employee has FMLA or another qualifying event/leave, they should reference that policy.

33. **Article 28 – Bereavement**

(a) In the event there is a death in the immediate family of an employee, consisting only of spouse, **domestic partner**, parent, child, **dependent individual, or sibling**, ~~and the employee attends the funeral service~~, such shall be granted up to five ~~(5)~~ **forty (40) hours** consecutive work days leave of absence with full pay. ~~If the funeral is on a Saturday or Sunday, the five (5) consecutive work days must commence no sooner than the Wednesday prior to the funeral and extend no later than the Wednesday after the funeral.~~

In the event there is a death in the family of an employee, consisting only of , grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandchild, and grandparent-in-law, and the employee attends the funeral service, such shall be granted up to three (3) consecutive work days (days are based on employee's regularly worked schedule) leave of absence with full pay. If the funeral is on a Saturday or Sunday, the three (3) consecutive work days must commence no sooner than the Wednesday prior to the funeral and extend no later than the Wednesday after the funeral.

In the event there is a death in the step family of an employee, consisting only of step-parent, step-grandparent, step-child, step-brother, step-sister, step-mother-in-law, step-father-in-law, step-son-in-law, step-daughter-in-law, step-brother-in-law, step-sister-in-law, step-grandchild, and step-grandparent-in-law, and the employee attends the funeral service, such shall be granted up to two (2) consecutive work days leave of absence with full pay. If the funeral is on a Saturday or Sunday, the two (2) consecutive work days must commence no sooner than the Thursday prior to the funeral and extend no later than the Tuesday after the funeral.

An employee shall be granted one (1) day absence of regularly worked schedule with pay in the event of a death in the family of such employee other than herein set forth, which shall be taken on the day of the funeral; provided the employee attends the funeral service. (Family includes in-laws, step, and foster iterations of the above relations.)

- (b) There shall be no bereavement leave for friends, other than fellow employees. Up to one (1) day special leave will be granted to attend funerals of fellow employees. In the event a substantial number of employees of a particular department would ask for time off to attend the funeral of a fellow employee, the needs of the department will be of primary concern, the Department Head will consider the needs in determining the number of employees to receive time off.
- (c) Provided that twenty-four (24) hour notice is submitted, bereavement leave shall be credited to the pay period in which it is taken.
- (d) Up to ~~five (5) days~~ **forty (40) hours** of accumulated unused sick leave may be used by an employee each year for bereavement leave in order to attend the funeral service for any of those persons identified herein (in this Article), ~~provided that the employee is required to travel either outside the State of Michigan, or two hundred fifty (250) miles, in order to attend the funeral service, and to provide documentation thereof.~~
- (e) An employee may use (1) one ~~regularly scheduled workday of the five (5) days of~~ **the forty (40) hours** (sick leave used for bereavement leave), set forth in (d) above, each year to attend the funeral of a friend.

Upon approval of the City Manager, future bereavement leave requests may be granted only if there is a later bereavement event (i.e., cremation service, celebration of life, etc.) Such time will be deducted from the allotted time listed above.

34. **Article 47 – Wages and Salary Schedule**

2024 8%

2025 6%

2026 5%

2027 4%

35. **Article 47 – Wages and Salary Schedule**

Add: Step at top of scale (3% to current Step 10)

36. **Article 33 – Employee Health Insurance**

(a) Hospitalization

During the life of this Agreement, the employer will offer two plans to choose from to every eligible employee. The plan the employee chooses will also cover his/her dependents. Each eligible employee will have an opportunity to change options at the annual open enrollment period, which is during the month of May with a June 1 effective date.

PLAN NAME	BENEFITS DETERMINED BY
HMO	Subject to change by HMO
Self-funded Basic/MM Plan	A Bargained Plan

MAJOR MEDICAL CAP	LIFETIME MAXIMUM
Priori 01/01/1991 – 12/31/1996	\$150,000
01/01/1997 – 12/31/1998	\$225,000
01/01/1999 – Present	\$300,000

Employees shall contribute 10 percent (10%) of the healthcare premium of the applicable single, double, or family plan applicable to that employee.

Dependent children required to be covered by the employee's health insurance carrier pursuant to a court order shall be enrolled in the health plan per the date required by the court if the employee is eligible and has signed up for employee health insurance benefits.

Dependents are eligible for health insurance until the end of the month in which they turn 26.

The City reserves the right to change, limit or eliminate the non-traditional health insurance providers.

Bargaining unit employees will receive, at a minimum, the same insurance plan/ benefit level as non-union employees.

If the budget allows, the employer will continue to cover the deductible, but at a minimum pay the deductible of \$1,000 per individual and \$2,000 per double or family, contingent upon employee and spouse (if any) participating in the Wellness Program.

(a) Prescription

During the life of this agreement, the prescription drug copay for employees covered by the self-funded /master medical plan shall be \$20 for generic and \$40 for brand name drugs.

During the life of this agreement, the prescription drug copay for employees covered under the HMO shall be the amount determined by the HMO.

The drug rider shall be for and on behalf of the employees and their dependents including spouse.

(b) Retiree

For employees who leave City employment after January 1, 1989, except to the extent the employee qualifies for immediate payable benefit from the General Employees' Retirement System, retiree health benefits will as follows:

- 10 year of service - 50% of retiree health benefit
- 15 years of service - 75% of retiree health benefit
- 20 years of service - 100% of retiree health benefit

The City reserves the right to change, limit or eliminate non-traditional health insurance.

Hire Date Prior to 01/01/2003	Benefit
Retiree under age 65	Retiree health insurance
Retiree over age 65	Supplemental insurance

Includes coverage for spouse and dependents at the time of retirement.

Hire Date After 01/01/2003	Benefit
Retiree under age 65 (Retiree ONLY)	*Retiree health insurance
Retiree over age 65	

*Only if retiree immediately qualifies for retirement benefits

Hire Date After 01/01/2009	Benefit
Retiree under/over age 65	**No Retiree insurance

**City and employee will each pay 3% of wages to a health care savings plan (HCSP).

Retiree Prescription Coverage	Benefit
Retiree 01/01/1999 – 12/31/2005	\$10 Generic/\$15 Brand
Retiree 01/01/2006 – Present	\$20 Generic/\$40 Brand

(b) Life Insurance

The employer agrees to pay the premiums for group term life insurance on the life of each employee in the face amount equal to the annual salary of each employee, but not less than sixteen thousand five hundred (\$16,500) dollars.

(c) Dental and Vision Insurance

During the life of this agreement, the employer will provide and pay for a dental and vision plan for all eligible employees, spouses, and dependents. The employer will pay a lifetime maximum of \$2,000.00 for Orthodontia services.

(d) Long-term Disability Insurance

Effective January 1, 1999, the employer agrees to pay the premiums for long-term disability insurance, with a benefit level consistent with that provided non-represented employees.

37. **Article 35 – Deferred Compensation**

The employer agrees to match employee contributions to the Internal Revenue Code Section 457 (Deferred Compensation) retirement plan on a \$1 for \$1 basis in the amount of \$500 **\$2000** per employee per year.

~~The Employer will make a one-time contribution of \$250.00 on January 1, 2019.~~

***Housekeeping**

- **Change necessary dates in “Agreement” and Article 51 and 52**



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 12, 2023	Title: Water Filtration Plant VFD Purchase
Submitted by: Joe Buthker, Water Filtration Supervisor	Department: DPW- Water Filtration Plan
Brief Summary: Staff is requesting authorization to purchase three Eaton variable frequency drives (VFDs) to replace existing units at the Water Filtration Plant.	
Detailed Summary & Background: The sludge processing system at the Water Filtration Plant has four pumps, each with a variable frequency drive (VFD) controller manufactured by Eaton. These VFDs were installed in 2004 and have reached the end of their expected life. One of the four units failed last year and was replaced with a new unit from Eaton; another is now showing signs of failing. Due to their age, staff recommends replacing the three remaining units with Eaton VFDs. Other bids were not solicited at this time because of the major advantages to staying with Eaton. Eaton has a track record of providing the Water Filtration Plant with VFDs at a lower cost than other manufacturers. The Water Filtration Plant has completed two projects in the last year which involved procuring VFDs. For the replacement of the failed unit mentioned above, Eaton's cost was \$1,800-\$4,300 cheaper than others. Eaton was also the lowest-cost option for the two VFDs purchased as part of the electrical upgrades at the Harvey Pump Station. The existing VFDs are made by Eaton, so installation and startup costs will be minimized by remaining with Eaton. Installation will be easier and less time-consuming due to the similarity of the wiring for power and controls. The one unit already replaced had a relatively straight forward installation, and it integrated with our plant control system without any reprogramming. In addition, by purchasing three units together, setup can be completed in a single visit from the Eaton field technician, saving on startup costs. Operations and maintenance will be more efficient if we keep all four units identical due to staff not needing to learn how to operate and maintain different units. Installing identical units also means fewer spare parts need to be kept on hand, troubleshooting is easier, and downtime is minimized. The existing Eaton VFDs at the Water Filtration Plant have shown exceptional performance and reliability. Nearly all the Water Filtration Plant's VFDs (over 20) are made by Eaton. All of these units are approaching 20 years old, which is at or beyond the expected lifetime of this equipment. Of the few problems experienced with these units, most were able to be fixed by our maintenance staff. This alone has saved thousands of dollars in service calls over the last 20 years. This purchase will be covered in the Water Filtration Plant's equipment budget.	
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Sustainability in financial practices and infrastructure Goal/Action Item:	

Action Item 2022 – 4.1 Identify specific major capital projects across all departments	
Amount Requested: \$29,451.00	Budgeted Item: Yes ☒ No ☐ N/A ☐
Fund(s) or Account(s): 591-558-977	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: I move to authorize staff to purchase three VFD units from Eaton at a cost of \$29,451.00.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: No

Expiration Date: 01/28/24

Quotation

TO:

 MUSKEGON (CITY OF) MI
 FILTRATION
 ATTN JOSH PARMER
 1900 BEACH ST.
 MUSKEGON, MI 49441

Project Info:

 Project: MUSKEGON RECIRC PUMP
 Job #: VFD'S WATER FILTRATION
 Bid Date: 33703
 Bid Time: 12/29/23
 Quoter: 02:00 PM EST
 BRIAN THOMPSON, 3055-EMUS

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
TESTING	1	EATON CO	EESS SITE TESTING	EATON	29,451.000	29,451.00
RECIRC PUMP 1	1	EATON CO	EGS0524B280GD02000+	EATON		
RECIRC PUMP 2	1	EATON CO	EGS0524B280GD02000+	EATON		
RECIRC XFER PUMP 1	1	EATON CO	EGS0524B280GD02000+	EATON		

This quotation is an offer to sell you the goods or services described herein on the terms set forth above and on our Terms and Conditions of Sale which are available at https://www.kendallgroup.com/legal/t_and_c_sale. Your order of any goods or services identified in this quotation constitutes your acceptance of our standard Terms and Conditions of Sale. We object to any different or additional terms and reject any prior offers we received from you. Prices expire on and are subject to change after thirty (30) days. Wire, conduit & pipe pricing valid for the date of the quotation only. Opened, special order or non-stock items may not be returnable.

From:

 KENDALL ELECTRIC
 MAIN 231-773-6621
 1699 WIERENGO DR
 MUSKEGON, MI 49442-5095
 Printed By: BRIAN THOMPSON, 3055-EMUS
 Brian Thompson
 231.773.6621 x3055

Total
29,451.00
Notes

**** TAXES NOT INCLUDED ****



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 12, 2023	Title: Bad Debt										
Submitted by: Jessica Rabe, Assistant Finance Director	Department: Finance										
Brief Summary: To write off old items from miscellaneous receivable system that has already been sent to collection service in the previous year.											
Detailed Summary & Background: To write off old items from miscellaneous receivable system that has already been sent to collection service in the previous year.											
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Decrease infrastructure burden on residents Sustainability in financial practices and infrastructure Increase revenue Goal/Action Item: Action Item 2022 – 4.4 Improve the budget process to maintain focus throughout the year											
Amount Requested: \$37,810.00	Budgeted Item: Yes ☒ No ☐ N/A ☐										
Fund(s) or Account(s): 101, 203, 591, 643	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐										
Recommended Motion: TO APPROVE WRITE OFF OLD ITEMS ON THE MISCELLANEOUS RECEIVABLE SYSTEM THAT HAS ALREADY BEEN SENT TO COLLECTION SERVICE IN PREVIOUS YEARS											
Approvals: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Immediate Division Head</td> <td style="width: 20%; text-align: center;">☒</td> </tr> <tr> <td>Information Technology</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>Other Division Heads</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>Communication</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>Legal Review</td> <td style="text-align: center;">☐</td> </tr> </table>	Immediate Division Head	☒	Information Technology	☐	Other Division Heads	☐	Communication	☐	Legal Review	☐	Guest(s) Invited / Presenting: No
Immediate Division Head	☒										
Information Technology	☐										
Other Division Heads	☐										
Communication	☐										
Legal Review	☐										

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	FEDERAL NATIONAL MORTGAGE ASSOC	Adjustment #: 00002722			
MR Trx #: 21522		ADJUSTMENT 00002722	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002722	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	C BOTS 4 LLC	Adjustment #: 00002723			
MR Trx #: 21523		ADJUSTMENT 00002723	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002723	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	HATHORN, ROBERT T	Adjustment #: 00002724			
MR Trx #: 21524		ADJUSTMENT 00002724	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002724	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	WILLIAM WESTERMAN/JAMIE FERGUSON	Adjustment #: 00002725			
MR Trx #: 21525		ADJUSTMENT 00002725	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002725	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ROGER CRAWFORD	Adjustment #: 00002726			
MR Trx #: 21526		ADJUSTMENT 00002726	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002726	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	FEDERAL-MOGUL CORPORATION	Adjustment #: 00002727			
MR Trx #: 21527		ADJUSTMENT 00002727	643-000-018	ACCOUNTS RECEIVABLE	7,405.40	7,405.40
		ADJUSTMENT 00002727	643-000-498	LICENSE AND PERMIT MISC		
					7,405.40	7,405.40
07/20/2023	MRA	W R ENTERPRISES LLC	Adjustment #: 00002728			
MR Trx #: 21528		ADJUSTMENT 00002728	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002728	101-000-479	HOUSING LICENSES		
					50.00	50.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	CITIZEN'S BANK	Adjustment #: 00002729			
MR Trx #: 21529		ADJUSTMENT 00002729	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002729	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	WILLIAM WESTERMAN/JAMIE FERGUSON	Adjustment #: 00002730			
MR Trx #: 21530		ADJUSTMENT 00002730	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002730	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	VERNON / HEATHER ANDERSON	Adjustment #: 00002731			
MR Trx #: 21531		ADJUSTMENT 00002731	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002731	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	C BOTS 4 LLC	Adjustment #: 00002732			
MR Trx #: 21532		ADJUSTMENT 00002732	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002732	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ERIK SMITH	Adjustment #: 00002733			
MR Trx #: 21533		ADJUSTMENT 00002733	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002733	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	LARRY CARTER	Adjustment #: 00002734			
MR Trx #: 21534		ADJUSTMENT 00002734	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002734	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ERIK SMITH	Adjustment #: 00002735			
MR Trx #: 21535		ADJUSTMENT 00002735	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002735	101-000-479	HOUSING LICENSES		
					50.00	50.00

ADJUSTMENT JOURNAL REPORT FOR CITY OF MUSKEGON

07/20/2023 04:09 PM
 User: jessica.rabe
 DB: Muskegon

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	MARIO PADILLA/ENRIQUE PADILLA	Adjustment # : 00002736			
MR Trx # : 21536		ADJUSTMENT 00002736	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002736	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	GREGORY CHILDERS	Adjustment # : 00002737			
MR Trx # : 21537		ADJUSTMENT 00002737	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002737	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	HAROLD C PAYNE	Adjustment # : 00002738			
MR Trx # : 21538		ADJUSTMENT 00002738	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002738	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	CITIZEN'S BANK	Adjustment # : 00002739			
MR Trx # : 21539		ADJUSTMENT 00002739	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002739	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	MICHELL CROFF & SHELLINE WHITE	Adjustment # : 00002740			
MR Trx # : 21540		ADJUSTMENT 00002740	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002740	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	C BOTS 4 LLC	Adjustment # : 00002741			
MR Trx # : 21541		ADJUSTMENT 00002741	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002741	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	VERNON / HEATHER ANDERSON	Adjustment # : 00002742			
MR Trx # : 21542		ADJUSTMENT 00002742	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002742	101-000-479	HOUSING LICENSES		
					50.00	50.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023 MR Trx #: 21543	MRA	HAROLD C PAYNE	Adjustment #: 00002743			
		ADJUSTMENT 00002743	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002743	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023 MR Trx #: 21544	MRA	LARRY CARTER	Adjustment #: 00002744			
		ADJUSTMENT 00002744	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002744	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023 MR Trx #: 21545	MRA	GREGORY CHILDERS	Adjustment #: 00002745			
		ADJUSTMENT 00002745	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002745	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023 MR Trx #: 21546	MRA	MARIO PADILLA/ENRIQUE PADILLA	Adjustment #: 00002746			
		ADJUSTMENT 00002746	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002746	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023 MR Trx #: 21547	MRA	ERIK SMITH	Adjustment #: 00002747			
		ADJUSTMENT 00002747	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002747	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023 MR Trx #: 21548	MRA	ALAN M & WENDY GURWITZ	Adjustment #: 00002748			
		ADJUSTMENT 00002748	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002748	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023 MR Trx #: 21549	MRA	JASPER LOVE	Adjustment #: 00002749			
		ADJUSTMENT 00002749	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002749	101-000-479	HOUSING LICENSES		
					50.00	50.00

ADJUSTMENT JOURNAL REPORT FOR CITY OF MUSKEGON

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	DEUTSCHE BANK NATIONAL TRUST CO	Adjustment # : 00002750			
MR Trx # : 21550		ADJUSTMENT 00002750	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002750	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	JASPER LOVE	Adjustment # : 00002751			
MR Trx # : 21551		ADJUSTMENT 00002751	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002751	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ALAN M & WENDY GURWITZ	Adjustment # : 00002752			
MR Trx # : 21552		ADJUSTMENT 00002752	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002752	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ERIK SMITH	Adjustment # : 00002753			
MR Trx # : 21553		ADJUSTMENT 00002753	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002753	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	CHECKERS LLC	Adjustment # : 00002754			
MR Trx # : 21554		ADJUSTMENT 00002754	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002754	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	CHRISTOPHER IOLLIS ET AL	Adjustment # : 00002755			
MR Trx # : 21555		ADJUSTMENT 00002755	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002755	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	PAMELA WARREN	Adjustment # : 00002756			
MR Trx # : 21556		ADJUSTMENT 00002756	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002756	101-000-479	HOUSING LICENSES		
					50.00	50.00

ADJUSTMENT JOURNAL REPORT FOR CITY OF MUSKEGON

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	EDDIE JAMES LANG	Adjustment #: 00002757			
MR Trx #: 21557		ADJUSTMENT 00002757	591-000-018	ACCOUNTS RECEIVABLE		1,684.87
		ADJUSTMENT 00002757	591-000-657-004802	REIMB:SERVICES RENDERED	1,684.87	
07/20/2023	MRA	FREDRICK D WOODS III	Adjustment #: 00002758			
MR Trx #: 21558		ADJUSTMENT 00002758	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002758	101-000-479	HOUSING LICENSES	50.00	
07/20/2023	MRA	ERIK SMITH	Adjustment #: 00002759			
MR Trx #: 21559		ADJUSTMENT 00002759	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002759	101-000-479	HOUSING LICENSES	50.00	
07/20/2023	MRA	DORIS JONES HOOPER ESTATE	Adjustment #: 00002760			
MR Trx #: 21560		ADJUSTMENT 00002760	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002760	101-000-479	HOUSING LICENSES	50.00	
07/20/2023	MRA	HOUSTON ADRIAN/LANE SHEILA	Adjustment #: 00002761			
MR Trx #: 21561		ADJUSTMENT 00002761	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002761	101-000-479	HOUSING LICENSES	50.00	
07/20/2023	MRA	MARIA MORALES	Adjustment #: 00002762			
MR Trx #: 21562		ADJUSTMENT 00002762	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002762	101-000-479	HOUSING LICENSES	50.00	
07/20/2023	MRA	CHRISTOPHER LOLLIS ET AL	Adjustment #: 00002763			
MR Trx #: 21563		ADJUSTMENT 00002763	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002763	101-000-479	HOUSING LICENSES	50.00	

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	GREGORY CHILDERS	Adjustment #: 00002764			
MR Trx #: 21564		ADJUSTMENT 00002764	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002764	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	KENNETH J COOK	Adjustment #: 00002765			
MR Trx #: 21565		ADJUSTMENT 00002765	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002765	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ALAN M & WENDY GURWITZ	Adjustment #: 00002766			
MR Trx #: 21566		ADJUSTMENT 00002766	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002766	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ERIK SMITH	Adjustment #: 00002767			
MR Trx #: 21567		ADJUSTMENT 00002767	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002767	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ROGER CRAWFORD	Adjustment #: 00002768			
MR Trx #: 21568		ADJUSTMENT 00002768	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002768	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	MICHIGAN RESIDENTIAL HOLDINGS LLC	Adjustment #: 00002769			
MR Trx #: 21569		ADJUSTMENT 00002769	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002769	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ALAN M & WENDY GURWITZ	Adjustment #: 00002770			
MR Trx #: 21570		ADJUSTMENT 00002770	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002770	101-000-479	HOUSING LICENSES		
					50.00	50.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023 MR Trx #: 21571	MRA	SURGICAL SPECIALISTS	Adjustment #: 00002771			
		ADJUSTMENT 00002771	101-000-018	ACCOUNTS RECEIVABLE	135.00	135.00
		ADJUSTMENT 00002771	101-000-479	HOUSING LICENSES		
					135.00	135.00
07/20/2023 MR Trx #: 21572	MRA	MARSHALL REDDER	Adjustment #: 00002772			
		ADJUSTMENT 00002772	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002772	101-000-479	HOUSING LICENSES	50.00	
					50.00	50.00
07/20/2023 MR Trx #: 21573	MRA	ROGER CRAWFORD	Adjustment #: 00002773			
		ADJUSTMENT 00002773	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002773	101-000-479	HOUSING LICENSES	50.00	
					50.00	50.00
07/20/2023 MR Trx #: 21574	MRA	HOUSTON ADRIAN/LANE SHEILA	Adjustment #: 00002774			
		ADJUSTMENT 00002774	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002774	101-000-479	HOUSING LICENSES	50.00	
					50.00	50.00
07/20/2023 MR Trx #: 21575	MRA	CHRISTOPHER LOLLIS ET AL	Adjustment #: 00002775			
		ADJUSTMENT 00002775	101-000-018	ACCOUNTS RECEIVABLE		100.00
		ADJUSTMENT 00002775	101-000-479	HOUSING LICENSES	100.00	
					100.00	100.00
07/20/2023 MR Trx #: 21576	MRA	MARK RUEGSEGGER	Adjustment #: 00002776			
		ADJUSTMENT 00002776	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002776	101-000-479	HOUSING LICENSES	50.00	
					50.00	50.00
07/20/2023 MR Trx #: 21577	MRA	JASPER LOVE	Adjustment #: 00002777			
		ADJUSTMENT 00002777	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002777	101-000-479	HOUSING LICENSES	50.00	
					50.00	50.00

ADJUSTMENT JOURNAL REPORT FOR CITY OF MUSKEGON

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	DORIS JONES HOOPER ESTATE	Adjustment #:	00002778		
MR Trx #: 21578		ADJUSTMENT 00002778	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002778	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ANDREW J JIMERSON	Adjustment #:	00002779		
MR Trx #: 21579		ADJUSTMENT 00002779	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002779	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	RATAN KHATRI	Adjustment #:	00002780		
MR Trx #: 21580		ADJUSTMENT 00002780	101-000-018	ACCOUNTS RECEIVABLE	90.00	90.00
		ADJUSTMENT 00002780	101-000-479	HOUSING LICENSES		
					90.00	90.00
07/20/2023	MRA	HOUSTON ADRIAN/LANE SHEILA	Adjustment #:	00002781		
MR Trx #: 21581		ADJUSTMENT 00002781	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002781	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	FIFTH THIRD MORTGAGE - OH	Adjustment #:	00002782		
MR Trx #: 21582		ADJUSTMENT 00002782	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002782	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ROGER CRAWFORD	Adjustment #:	00002783		
MR Trx #: 21583		ADJUSTMENT 00002783	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002783	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	CHRISTOPHER LOLLIS ET AL	Adjustment #:	00002784		
MR Trx #: 21584		ADJUSTMENT 00002784	101-000-018	ACCOUNTS RECEIVABLE	40.00	40.00
		ADJUSTMENT 00002784	101-000-479	HOUSING LICENSES		
					40.00	40.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023 MR Trx #: 21585	MRA	CHRISTOPHER LOLLIS ET AL ADJUSTMENT 00002785 ADJUSTMENT 00002785	Adjustment #: 00002785 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	50.00	50.00
07/20/2023 MR Trx #: 21586	MRA	MARK RUEGSEGGER ADJUSTMENT 00002786 ADJUSTMENT 00002786	Adjustment #: 00002786 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	60.00	60.00
07/20/2023 MR Trx #: 21587	MRA	ARTITE L BOGAN ADJUSTMENT 00002787 ADJUSTMENT 00002787	Adjustment #: 00002787 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	40.00	40.00
07/20/2023 MR Trx #: 21588	MRA	ARTITE L BOGAN ADJUSTMENT 00002788 ADJUSTMENT 00002788	Adjustment #: 00002788 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	50.00	50.00
07/20/2023 MR Trx #: 21589	MRA	EMILY R CLEVELAND ADJUSTMENT 00002789 ADJUSTMENT 00002789	Adjustment #: 00002789 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	50.00	50.00
07/20/2023 MR Trx #: 21590	MRA	HARBOUR PORTFOLIO VI LP ADJUSTMENT 00002790 ADJUSTMENT 00002790	Adjustment #: 00002790 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	50.00	50.00
07/20/2023 MR Trx #: 21591	MRA	ALAN M & WENDY GURWITZ ADJUSTMENT 00002791 ADJUSTMENT 00002791	Adjustment #: 00002791 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	60.00	60.00

ADJUSTMENT JOURNAL REPORT FOR CITY OF MUSKEGON

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DB: Muskegon

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	HOUSTON ADRIAN/LANE SHEILA	Adjustment #: 00002792			
MR Trx #: 21592		ADJUSTMENT 00002792	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002792	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	ANDREW J JIMERSON	Adjustment #: 00002793			
MR Trx #: 21593		ADJUSTMENT 00002793	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002793	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	PAMELA WARREN	Adjustment #: 00002794			
MR Trx #: 21594		ADJUSTMENT 00002794	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002794	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	PAMELA WARREN	Adjustment #: 00002795			
MR Trx #: 21595		ADJUSTMENT 00002795	101-000-018	ACCOUNTS RECEIVABLE	40.00	40.00
		ADJUSTMENT 00002795	101-000-479	HOUSING LICENSES		
					40.00	40.00
07/20/2023	MRA	NC ASSETS INC	Adjustment #: 00002796			
MR Trx #: 21596		ADJUSTMENT 00002796	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002796	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	BEVERLY PEMBROOK	Adjustment #: 00002797			
MR Trx #: 21597		ADJUSTMENT 00002797	101-000-018	ACCOUNTS RECEIVABLE	150.00	150.00
		ADJUSTMENT 00002797	101-000-479	HOUSING LICENSES		
					150.00	150.00
07/20/2023	MRA	LUCY JONES	Adjustment #: 00002798			
MR Trx #: 21598		ADJUSTMENT 00002798	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002798	101-000-479	HOUSING LICENSES		
					50.00	50.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	BROOKS RENTAL PROPERTIES III LLC	Adjustment #: 00002806			
MR Trx #: 21606		ADJUSTMENT 00002806	101-000-018	ACCOUNTS RECEIVABLE	30.00	30.00
		ADJUSTMENT 00002806	101-000-479	HOUSING LICENSES		
					30.00	30.00
07/20/2023	MRA	DAN ZUNIGA	Adjustment #: 00002807			
MR Trx #: 21607		ADJUSTMENT 00002807	101-000-018	ACCOUNTS RECEIVABLE	25.00	25.00
		ADJUSTMENT 00002807	101-000-479	HOUSING LICENSES		
					25.00	25.00
07/20/2023	MRA	DWAYNE WATKINS	Adjustment #: 00002808			
MR Trx #: 21608		ADJUSTMENT 00002808	101-000-018	ACCOUNTS RECEIVABLE	25.00	25.00
		ADJUSTMENT 00002808	101-000-479	HOUSING LICENSES		
					25.00	25.00
07/20/2023	MRA	GREGORY CHILDERS	Adjustment #: 00002809			
MR Trx #: 21609		ADJUSTMENT 00002809	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002809	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	TANYA ROUNDTREE	Adjustment #: 00002810			
MR Trx #: 21610		ADJUSTMENT 00002810	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002810	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ARTITE L BOGAN	Adjustment #: 00002811			
MR Trx #: 21611		ADJUSTMENT 00002811	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002811	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	ARTITE L BOGAN	Adjustment #: 00002812			
MR Trx #: 21612		ADJUSTMENT 00002812	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002812	101-000-479	HOUSING LICENSES		
					50.00	50.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023 MR Trx #: 21613	MRA	BELIA PADILLA ADJUSTMENT 00002813 ADJUSTMENT 00002813	Adjustment #: 00002813 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	50.00	50.00
07/20/2023 MR Trx #: 21614	MRA	CHRISTOPHER LOLLIS ET AL ADJUSTMENT 00002814 ADJUSTMENT 00002814	Adjustment #: 00002814 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	60.00	60.00
07/20/2023 MR Trx #: 21615	MRA	CHRISTOPHER LOLLIS ET AL ADJUSTMENT 00002815 ADJUSTMENT 00002815	Adjustment #: 00002815 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	50.00	50.00
07/20/2023 MR Trx #: 21616	MRA	MARK RUEGSEGER ADJUSTMENT 00002816 ADJUSTMENT 00002816	Adjustment #: 00002816 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	70.00	70.00
07/20/2023 MR Trx #: 21617	MRA	COREY SPINNER ADJUSTMENT 00002817 ADJUSTMENT 00002817	Adjustment #: 00002817 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	70.00	70.00
07/20/2023 MR Trx #: 21618	MRA	MICHIGAN RESIDENTIAL HOLDINGS LLC ADJUSTMENT 00002818 ADJUSTMENT 00002818	Adjustment #: 00002818 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	50.00	50.00
07/20/2023 MR Trx #: 21619	MRA	ERIC MOORE ADJUSTMENT 00002819 ADJUSTMENT 00002819	Adjustment #: 00002819 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	90.00	90.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	BRANDON SMITH/RHONDA CHAPMAN	Adjustment #:	00002820		
MR Trx #: 21620		ADJUSTMENT 00002820	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002820	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	LUCY JONES	Adjustment #:	00002821		
MR Trx #: 21621		ADJUSTMENT 00002821	101-000-018	ACCOUNTS RECEIVABLE	25.00	25.00
		ADJUSTMENT 00002821	101-000-479	HOUSING LICENSES		
					25.00	25.00
07/20/2023	MRA	EMILY R CLEVELAND	Adjustment #:	00002822		
MR Trx #: 21622		ADJUSTMENT 00002822	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002822	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	ANDREW J JIMERSON	Adjustment #:	00002823		
MR Trx #: 21623		ADJUSTMENT 00002823	101-000-018	ACCOUNTS RECEIVABLE	70.00	70.00
		ADJUSTMENT 00002823	101-000-479	HOUSING LICENSES		
					70.00	70.00
07/20/2023	MRA	JAMIE HOOKS / R DARCI	Adjustment #:	00002824		
MR Trx #: 21624		ADJUSTMENT 00002824	101-000-018	ACCOUNTS RECEIVABLE	140.00	140.00
		ADJUSTMENT 00002824	101-000-479	HOUSING LICENSES		
					140.00	140.00
07/20/2023	MRA	ALAN M & WENDY GURWITZ	Adjustment #:	00002825		
MR Trx #: 21625		ADJUSTMENT 00002825	101-000-018	ACCOUNTS RECEIVABLE	100.00	100.00
		ADJUSTMENT 00002825	101-000-479	HOUSING LICENSES		
					100.00	100.00
07/20/2023	MRA	ERIC MOORE	Adjustment #:	00002826		
MR Trx #: 21626		ADJUSTMENT 00002826	101-000-018	ACCOUNTS RECEIVABLE	90.00	90.00
		ADJUSTMENT 00002826	101-000-479	HOUSING LICENSES		
					90.00	90.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023 MR Trx #: 21627	MRA	TINA DAVISON ADJUSTMENT 00002827 ADJUSTMENT 00002827	Adjustment #: 00002827 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	50.00	50.00
07/20/2023 MR Trx #: 21628	MRA	MICHIGAN RESIDENTIAL HOLDINGS LLC ADJUSTMENT 00002828 ADJUSTMENT 00002828	Adjustment #: 00002828 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	70.00	70.00
07/20/2023 MR Trx #: 21629	MRA	LUCY JONES ADJUSTMENT 00002829 ADJUSTMENT 00002829	Adjustment #: 00002829 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	30.00	30.00
07/20/2023 MR Trx #: 21630	MRA	HAWKINS LANG ADJUSTMENT 00002830 ADJUSTMENT 00002830	Adjustment #: 00002830 101-000-018 101-000-633	ACCOUNTS RECEIVABLE SPECIAL EVENTS REIMBURS	360.00	360.00
07/20/2023 MR Trx #: 21631	MRA	EDWARD HEIDELBERG ADJUSTMENT 00002831 ADJUSTMENT 00002831	Adjustment #: 00002831 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	50.00	50.00
07/20/2023 MR Trx #: 21632	MRA	BAYSIDE CAPITAL GROUP LLC ADJUSTMENT 00002832 ADJUSTMENT 00002832	Adjustment #: 00002832 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	150.00	150.00
07/20/2023 MR Trx #: 21633	MRA	TINA DAVISON ADJUSTMENT 00002833 ADJUSTMENT 00002833	Adjustment #: 00002833 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	40.00	40.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	EH POOLED 512 LP	Adjustment #: 00002834			
MR Trx #: 21634		ADJUSTMENT 00002834	101-000-018	ACCOUNTS RECEIVABLE	80.00	80.00
		ADJUSTMENT 00002834	101-000-479	HOUSING LICENSES		
					80.00	80.00
07/20/2023	MRA	TOM LANDMAN	Adjustment #: 00002835			
MR Trx #: 21635		ADJUSTMENT 00002835	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002835	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	DWAYNE WATKINS	Adjustment #: 00002836			
MR Trx #: 21636		ADJUSTMENT 00002836	101-000-018	ACCOUNTS RECEIVABLE	30.00	30.00
		ADJUSTMENT 00002836	101-000-479	HOUSING LICENSES		
					30.00	30.00
07/20/2023	MRA	SUE ZMRZLIK	Adjustment #: 00002837			
MR Trx #: 21637		ADJUSTMENT 00002837	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002837	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	ERIC MOORE	Adjustment #: 00002838			
MR Trx #: 21638		ADJUSTMENT 00002838	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002838	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	JASPER LOVE	Adjustment #: 00002839			
MR Trx #: 21639		ADJUSTMENT 00002839	101-000-018	ACCOUNTS RECEIVABLE	120.00	120.00
		ADJUSTMENT 00002839	101-000-479	HOUSING LICENSES		
					120.00	120.00
07/20/2023	MRA	ROGER PLICHTA	Adjustment #: 00002840			
MR Trx #: 21640		ADJUSTMENT 00002840	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002840	101-000-479	HOUSING LICENSES		
					60.00	60.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023 MR Trx #: 21641	MRA	ARTITE L BOGAN ADJUSTMENT 00002841 ADJUSTMENT 00002841	Adjustment #: 00002841 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	100.00	100.00
07/20/2023 MR Trx #: 21642	MRA	ARTITE L BOGAN ADJUSTMENT 00002842 ADJUSTMENT 00002842	Adjustment #: 00002842 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	120.00	120.00
07/20/2023 MR Trx #: 21643	MRA	HOUSTON ADRIAN/LANE SHEILA ADJUSTMENT 00002843 ADJUSTMENT 00002843	Adjustment #: 00002843 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	70.00	70.00
07/20/2023 MR Trx #: 21644	MRA	MICHIGAN RESIDENTIAL HOLDINGS LLC ADJUSTMENT 00002844 ADJUSTMENT 00002844	Adjustment #: 00002844 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	80.00	80.00
07/20/2023 MR Trx #: 21645	MRA	ALAN M & WENDY GURWITZ ADJUSTMENT 00002845 ADJUSTMENT 00002845	Adjustment #: 00002845 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	70.00	70.00
07/20/2023 MR Trx #: 21646	MRA	ALAN M & WENDY GURWITZ ADJUSTMENT 00002846 ADJUSTMENT 00002846	Adjustment #: 00002846 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	40.00	40.00
07/20/2023 MR Trx #: 21647	MRA	LUCY JONES ADJUSTMENT 00002847 ADJUSTMENT 00002847	Adjustment #: 00002847 101-000-018 101-000-479	ACCOUNTS RECEIVABLE HOUSING LICENSES	30.00	30.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	MATT VANHOLSTYN	Adjustment #: 00002848			
MR Trx #: 21648		ADJUSTMENT 00002848	101-000-018	ACCOUNTS RECEIVABLE	100.00	100.00
		ADJUSTMENT 00002848	101-000-479	HOUSING LICENSES		
					100.00	100.00
07/20/2023	MRA	CHRISTOPHER STRANDBERG	Adjustment #: 00002849			
MR Trx #: 21649		ADJUSTMENT 00002849	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002849	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	BRANDON SMITH/RHONDA CHAPMAN	Adjustment #: 00002850			
MR Trx #: 21650		ADJUSTMENT 00002850	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002850	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	DEAN CRANE	Adjustment #: 00002851			
MR Trx #: 21651		ADJUSTMENT 00002851	101-000-018	ACCOUNTS RECEIVABLE	30.00	30.00
		ADJUSTMENT 00002851	101-000-479	HOUSING LICENSES		
					30.00	30.00
07/20/2023	MRA	JAY DEE PROPERTIES	Adjustment #: 00002852			
MR Trx #: 21652		ADJUSTMENT 00002852	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002852	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	JAY DEE PROPERTIES	Adjustment #: 00002853			
MR Trx #: 21653		ADJUSTMENT 00002853	101-000-018	ACCOUNTS RECEIVABLE	40.00	40.00
		ADJUSTMENT 00002853	101-000-479	HOUSING LICENSES		
					40.00	40.00
07/20/2023	MRA	EMILY R CLEVELAND	Adjustment #: 00002854			
MR Trx #: 21654		ADJUSTMENT 00002854	101-000-018	ACCOUNTS RECEIVABLE	70.00	70.00
		ADJUSTMENT 00002854	101-000-479	HOUSING LICENSES		
					70.00	70.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	KEVIN DYER	Adjustment #: 00002855			
MR Trx #: 21655		ADJUSTMENT 00002855	203-000-018	ACCOUNTS RECEIVABLE		3,697.00
		ADJUSTMENT 00002855	203-000-657-004802	REIMB:SERVICES RENDERED	3,697.00	
					3,697.00	3,697.00
07/20/2023	MRA	HOUSTON ADRIAN/LANE SHEILA	Adjustment #: 00002856			
MR Trx #: 21656		ADJUSTMENT 00002856	101-000-018	ACCOUNTS RECEIVABLE		80.00
		ADJUSTMENT 00002856	101-000-479	HOUSING LICENSES	80.00	
					80.00	80.00
07/20/2023	MRA	ERIK SMITH	Adjustment #: 00002857			
MR Trx #: 21657		ADJUSTMENT 00002857	101-000-018	ACCOUNTS RECEIVABLE		80.00
		ADJUSTMENT 00002857	101-000-479	HOUSING LICENSES	80.00	
					80.00	80.00
07/20/2023	MRA	ERIC MOORE	Adjustment #: 00002858			
MR Trx #: 21658		ADJUSTMENT 00002858	101-000-018	ACCOUNTS RECEIVABLE		70.00
		ADJUSTMENT 00002858	101-000-479	HOUSING LICENSES	70.00	
					70.00	70.00
07/20/2023	MRA	TOM LANDMAN	Adjustment #: 00002859			
MR Trx #: 21659		ADJUSTMENT 00002859	101-000-018	ACCOUNTS RECEIVABLE		60.00
		ADJUSTMENT 00002859	101-000-479	HOUSING LICENSES	60.00	
					60.00	60.00
07/20/2023	MRA	ARTITE L BOGAN	Adjustment #: 00002860			
MR Trx #: 21660		ADJUSTMENT 00002860	101-000-018	ACCOUNTS RECEIVABLE		140.00
		ADJUSTMENT 00002860	101-000-479	HOUSING LICENSES	140.00	
					140.00	140.00
07/20/2023	MRA	ARTITE L BOGAN	Adjustment #: 00002861			
MR Trx #: 21661		ADJUSTMENT 00002861	101-000-018	ACCOUNTS RECEIVABLE		120.00
		ADJUSTMENT 00002861	101-000-479	HOUSING LICENSES	120.00	
					120.00	120.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	STONECREST INCOME & OPPORTUNITY	Adjustment #:	00002862		
MR Trx #: 21662		ADJUSTMENT 00002862	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002862	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	NC ASSETS INC	Adjustment #:	00002863		
MR Trx #: 21663		ADJUSTMENT 00002863	101-000-018	ACCOUNTS RECEIVABLE	80.00	80.00
		ADJUSTMENT 00002863	101-000-479	HOUSING LICENSES		
					80.00	80.00
07/20/2023	MRA	ROY THOMPSON	Adjustment #:	00002864		
MR Trx #: 21664		ADJUSTMENT 00002864	101-000-018	ACCOUNTS RECEIVABLE	25.00	25.00
		ADJUSTMENT 00002864	101-000-479	HOUSING LICENSES		
					25.00	25.00
07/20/2023	MRA	LELAND E DAVIS	Adjustment #:	00002865		
MR Trx #: 21665		ADJUSTMENT 00002865	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002865	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ERIC MOORE	Adjustment #:	00002866		
MR Trx #: 21666		ADJUSTMENT 00002866	101-000-018	ACCOUNTS RECEIVABLE	70.00	70.00
		ADJUSTMENT 00002866	101-000-479	HOUSING LICENSES		
					70.00	70.00
07/20/2023	MRA	GREGORY CHILDERS	Adjustment #:	00002867		
MR Trx #: 21667		ADJUSTMENT 00002867	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002867	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	GREGORY CHILDERS	Adjustment #:	00002868		
MR Trx #: 21668		ADJUSTMENT 00002868	101-000-018	ACCOUNTS RECEIVABLE	40.00	40.00
		ADJUSTMENT 00002868	101-000-479	HOUSING LICENSES		
					40.00	40.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	JEANNIE CRAMBLIT	Adjustment #: 00002869			
MR Trx #: 21669		ADJUSTMENT 00002869	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002869	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	MICHIGAN RESIDENTIAL HOLDINGS LLC	Adjustment #: 00002870			
MR Trx #: 21670		ADJUSTMENT 00002870	101-000-018	ACCOUNTS RECEIVABLE	90.00	90.00
		ADJUSTMENT 00002870	101-000-479	HOUSING LICENSES		
					90.00	90.00
07/20/2023	MRA	L & V RENTALS	Adjustment #: 00002871			
MR Trx #: 21671		ADJUSTMENT 00002871	101-000-018	ACCOUNTS RECEIVABLE	90.00	90.00
		ADJUSTMENT 00002871	101-000-479	HOUSING LICENSES		
					90.00	90.00
07/20/2023	MRA	ERIK SMITH	Adjustment #: 00002872			
MR Trx #: 21672		ADJUSTMENT 00002872	101-000-018	ACCOUNTS RECEIVABLE	100.00	100.00
		ADJUSTMENT 00002872	101-000-479	HOUSING LICENSES		
					100.00	100.00
07/20/2023	MRA	ALAN M & WENDY GURWITZ	Adjustment #: 00002873			
MR Trx #: 21673		ADJUSTMENT 00002873	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002873	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	DEAN CRANE	Adjustment #: 00002874			
MR Trx #: 21674		ADJUSTMENT 00002874	101-000-018	ACCOUNTS RECEIVABLE	35.00	35.00
		ADJUSTMENT 00002874	101-000-479	HOUSING LICENSES		
					35.00	35.00
07/20/2023	MRA	DARREN LAUDE	Adjustment #: 00002875			
MR Trx #: 21675		ADJUSTMENT 00002875	101-000-018	ACCOUNTS RECEIVABLE	100.00	100.00
		ADJUSTMENT 00002875	101-000-479	HOUSING LICENSES		
					100.00	100.00

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Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	BEVERLY J LUNDBORG	Adjustment #: 00002876			
MR Trx #: 21676		ADJUSTMENT 00002876	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002876	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	LELAND E DAVIS	Adjustment #: 00002877			
MR Trx #: 21677		ADJUSTMENT 00002877	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002877	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	WILLIE HOLDEN	Adjustment #: 00002878			
MR Trx #: 21678		ADJUSTMENT 00002878	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002878	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ARTITE L BOGAN	Adjustment #: 00002879			
MR Trx #: 21679		ADJUSTMENT 00002879	101-000-018	ACCOUNTS RECEIVABLE	160.00	160.00
		ADJUSTMENT 00002879	101-000-479	HOUSING LICENSES		
					160.00	160.00
07/20/2023	MRA	ARTITE L BOGAN	Adjustment #: 00002880			
MR Trx #: 21680		ADJUSTMENT 00002880	101-000-018	ACCOUNTS RECEIVABLE	140.00	140.00
		ADJUSTMENT 00002880	101-000-479	HOUSING LICENSES		
					140.00	140.00
07/20/2023	MRA	JOE & AMANDA GILCREASE	Adjustment #: 00002881			
MR Trx #: 21681		ADJUSTMENT 00002881	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002881	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	ERIC MOORE	Adjustment #: 00002882			
MR Trx #: 21682		ADJUSTMENT 00002882	101-000-018	ACCOUNTS RECEIVABLE	80.00	80.00
		ADJUSTMENT 00002882	101-000-479	HOUSING LICENSES		
					80.00	80.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	LARA MEIER	Adjustment #: 00002883			
MR Trx #: 21683		ADJUSTMENT 00002883	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002883	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ANTHONY COVELL	Adjustment #: 00002884			
MR Trx #: 21684		ADJUSTMENT 00002884	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002884	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	MICHIGAN RESIDENTIAL HOLDINGS LLC	Adjustment #: 00002885			
MR Trx #: 21685		ADJUSTMENT 00002885	101-000-018	ACCOUNTS RECEIVABLE	100.00	100.00
		ADJUSTMENT 00002885	101-000-479	HOUSING LICENSES		
					100.00	100.00
07/20/2023	MRA	HOUSTON ADRIAN/LANE SHEILA	Adjustment #: 00002886			
MR Trx #: 21686		ADJUSTMENT 00002886	101-000-018	ACCOUNTS RECEIVABLE	100.00	100.00
		ADJUSTMENT 00002886	101-000-479	HOUSING LICENSES		
					100.00	100.00
07/20/2023	MRA	HOLY TRINITY CHURCH	Adjustment #: 00002887			
MR Trx #: 21687		ADJUSTMENT 00002887	101-000-018	ACCOUNTS RECEIVABLE	30.00	30.00
		ADJUSTMENT 00002887	101-000-615-004648	FALSE ALARM FEES/POLICE		
					30.00	30.00
07/20/2023	MRA	JAMES STACK	Adjustment #: 00002888			
MR Trx #: 21688		ADJUSTMENT 00002888	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002888	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	THERETIUS KNIGHT	Adjustment #: 00002889			
MR Trx #: 21689		ADJUSTMENT 00002889	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002889	101-000-479	HOUSING LICENSES		
					50.00	50.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	BEVERLY J LUNDBORG	Adjustment #: 00002890			
MR Trx #: 21690		ADJUSTMENT 00002890	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002890	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	WILLIE HOLDEN	Adjustment #: 00002891			
MR Trx #: 21691		ADJUSTMENT 00002891	101-000-018	ACCOUNTS RECEIVABLE		60.00
		ADJUSTMENT 00002891	101-000-479	HOUSING LICENSES	60.00	
07/20/2023	MRA	KIN MUI YEE	Adjustment #: 00002892			
MR Trx #: 21692		ADJUSTMENT 00002892	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002892	101-000-479	HOUSING LICENSES	50.00	
07/20/2023	MRA	EDWARD HEIDELBERG	Adjustment #: 00002893			
MR Trx #: 21693		ADJUSTMENT 00002893	101-000-018	ACCOUNTS RECEIVABLE		60.00
		ADJUSTMENT 00002893	101-000-479	HOUSING LICENSES	60.00	
07/20/2023	MRA	MATT VANHOLSTYN	Adjustment #: 00002894			
MR Trx #: 21694		ADJUSTMENT 00002894	101-000-018	ACCOUNTS RECEIVABLE		150.00
		ADJUSTMENT 00002894	101-000-479	HOUSING LICENSES	150.00	
07/20/2023	MRA	EMILY R CLEVELAND	Adjustment #: 00002895			
MR Trx #: 21695		ADJUSTMENT 00002895	101-000-018	ACCOUNTS RECEIVABLE		80.00
		ADJUSTMENT 00002895	101-000-479	HOUSING LICENSES	80.00	
07/20/2023	MRA	MARK RUEGSEGER	Adjustment #: 00002896			
MR Trx #: 21696		ADJUSTMENT 00002896	101-000-018	ACCOUNTS RECEIVABLE		40.00
		ADJUSTMENT 00002896	101-000-479	HOUSING LICENSES	40.00	
					40.00	40.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	MARK RUEGSEGGER	Adjustment #: 00002897			
MR Trx #: 21697		ADJUSTMENT 00002897	101-000-018	ACCOUNTS RECEIVABLE	80.00	80.00
		ADJUSTMENT 00002897	101-000-479	HOUSING LICENSES		
					80.00	80.00
07/20/2023	MRA	GUONNA T NORRIS	Adjustment #: 00002898			
MR Trx #: 21698		ADJUSTMENT 00002898	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002898	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	BRANDON SMITH/RHONDA CHAPMAN	Adjustment #: 00002899			
MR Trx #: 21699		ADJUSTMENT 00002899	101-000-018	ACCOUNTS RECEIVABLE	25.00	25.00
		ADJUSTMENT 00002899	101-000-479	HOUSING LICENSES		
					25.00	25.00
07/20/2023	MRA	NC ASSETS INC	Adjustment #: 00002900			
MR Trx #: 21700		ADJUSTMENT 00002900	101-000-018	ACCOUNTS RECEIVABLE	80.00	80.00
		ADJUSTMENT 00002900	101-000-479	HOUSING LICENSES		
					80.00	80.00
07/20/2023	MRA	NC ASSETS INC	Adjustment #: 00002901			
MR Trx #: 21701		ADJUSTMENT 00002901	101-000-018	ACCOUNTS RECEIVABLE	40.00	40.00
		ADJUSTMENT 00002901	101-000-479	HOUSING LICENSES		
					40.00	40.00
07/20/2023	MRA	DEAN CRANE	Adjustment #: 00002902			
MR Trx #: 21702		ADJUSTMENT 00002902	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002902	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ERIK SMITH	Adjustment #: 00002903			
MR Trx #: 21703		ADJUSTMENT 00002903	101-000-018	ACCOUNTS RECEIVABLE	110.00	110.00
		ADJUSTMENT 00002903	101-000-479	HOUSING LICENSES		
					110.00	110.00

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Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	TOM LANDMAN	Adjustment #: 00002904			
MR Trx #: 21704		ADJUSTMENT 00002904	101-000-018	ACCOUNTS RECEIVABLE	70.00	70.00
		ADJUSTMENT 00002904	101-000-479	HOUSING LICENSES		
					70.00	70.00
07/20/2023	MRA	BEVERLY J LUNDBORG	Adjustment #: 00002905			
MR Trx #: 21705		ADJUSTMENT 00002905	101-000-018	ACCOUNTS RECEIVABLE	70.00	70.00
		ADJUSTMENT 00002905	101-000-479	HOUSING LICENSES		
					70.00	70.00
07/20/2023	MRA	GREGORY CHILDERS	Adjustment #: 00002906			
MR Trx #: 21706		ADJUSTMENT 00002906	101-000-018	ACCOUNTS RECEIVABLE	100.00	100.00
		ADJUSTMENT 00002906	101-000-479	HOUSING LICENSES		
					100.00	100.00
07/20/2023	MRA	A-1 INVESTMENT	Adjustment #: 00002907			
MR Trx #: 21707		ADJUSTMENT 00002907	101-000-018	ACCOUNTS RECEIVABLE	200.00	200.00
		ADJUSTMENT 00002907	101-000-479	HOUSING LICENSES		
					200.00	200.00
07/20/2023	MRA	JOE & AMANDA GILCREASE	Adjustment #: 00002908			
MR Trx #: 21708		ADJUSTMENT 00002908	101-000-018	ACCOUNTS RECEIVABLE	70.00	70.00
		ADJUSTMENT 00002908	101-000-479	HOUSING LICENSES		
					70.00	70.00
07/20/2023	MRA	STONECREST INCOME & OPPORTUNITY	Adjustment #: 00002909			
MR Trx #: 21709		ADJUSTMENT 00002909	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002909	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	MATT VANHOLSTYN	Adjustment #: 00002910			
MR Trx #: 21710		ADJUSTMENT 00002910	101-000-018	ACCOUNTS RECEIVABLE	120.00	120.00
		ADJUSTMENT 00002910	101-000-479	HOUSING LICENSES		
					120.00	120.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	MATT VANHOLSTYN	Adjustment #: 00002911			
MR Trx #: 21711		ADJUSTMENT 00002911	101-000-018	ACCOUNTS RECEIVABLE	80.00	80.00
		ADJUSTMENT 00002911	101-000-479	HOUSING LICENSES		
					80.00	80.00
07/20/2023	MRA	EDWARD HEIDELBERG	Adjustment #: 00002912			
MR Trx #: 21712		ADJUSTMENT 00002912	101-000-018	ACCOUNTS RECEIVABLE	70.00	70.00
		ADJUSTMENT 00002912	101-000-479	HOUSING LICENSES		
					70.00	70.00
07/20/2023	MRA	MARK RUEGSEGGER	Adjustment #: 00002913			
MR Trx #: 21713		ADJUSTMENT 00002913	101-000-018	ACCOUNTS RECEIVABLE	90.00	90.00
		ADJUSTMENT 00002913	101-000-479	HOUSING LICENSES		
					90.00	90.00
07/20/2023	MRA	MARK RUEGSEGGER	Adjustment #: 00002914			
MR Trx #: 21714		ADJUSTMENT 00002914	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002914	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	WILLIE HOLDEN	Adjustment #: 00002915			
MR Trx #: 21715		ADJUSTMENT 00002915	101-000-018	ACCOUNTS RECEIVABLE	70.00	70.00
		ADJUSTMENT 00002915	101-000-479	HOUSING LICENSES		
					70.00	70.00
07/20/2023	MRA	ANTHONY COVELL	Adjustment #: 00002916			
MR Trx #: 21716		ADJUSTMENT 00002916	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002916	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	EMILY R CLEVELAND	Adjustment #: 00002917			
MR Trx #: 21717		ADJUSTMENT 00002917	101-000-018	ACCOUNTS RECEIVABLE	90.00	90.00
		ADJUSTMENT 00002917	101-000-479	HOUSING LICENSES		
					90.00	90.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	BEVERLY J LUNDBORG	Adjustment #: 00002918			
MR Trx #: 21718		ADJUSTMENT 00002918	101-000-018	ACCOUNTS RECEIVABLE	80.00	80.00
		ADJUSTMENT 00002918	101-000-479	HOUSING LICENSES		
					80.00	80.00
07/20/2023	MRA	NC ASSETS INC	Adjustment #: 00002919			
MR Trx #: 21719		ADJUSTMENT 00002919	101-000-018	ACCOUNTS RECEIVABLE		90.00
		ADJUSTMENT 00002919	101-000-479	HOUSING LICENSES	90.00	
					90.00	90.00
07/20/2023	MRA	NC ASSETS INC	Adjustment #: 00002920			
MR Trx #: 21720		ADJUSTMENT 00002920	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002920	101-000-479	HOUSING LICENSES	50.00	
					50.00	50.00
07/20/2023	MRA	DWAYNE WATKINS	Adjustment #: 00002921			
MR Trx #: 21721		ADJUSTMENT 00002921	101-000-018	ACCOUNTS RECEIVABLE		25.00
		ADJUSTMENT 00002921	101-000-479	HOUSING LICENSES	25.00	
					25.00	25.00
07/20/2023	MRA	BRANDON SMITH/RHONDA CHAPMAN	Adjustment #: 00002922			
MR Trx #: 21722		ADJUSTMENT 00002922	101-000-018	ACCOUNTS RECEIVABLE		30.00
		ADJUSTMENT 00002922	101-000-479	HOUSING LICENSES	30.00	
					30.00	30.00
07/20/2023	MRA	MAYRA CARRANZA	Adjustment #: 00002923			
MR Trx #: 21723		ADJUSTMENT 00002923	101-000-018	ACCOUNTS RECEIVABLE		25.00
		ADJUSTMENT 00002923	101-000-479	HOUSING LICENSES	25.00	
					25.00	25.00
07/20/2023	MRA	JASPER LOVE	Adjustment #: 00002924			
MR Trx #: 21724		ADJUSTMENT 00002924	101-000-018	ACCOUNTS RECEIVABLE		25.00
		ADJUSTMENT 00002924	101-000-479	HOUSING LICENSES	25.00	
					25.00	25.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	PROGRESSIVE HOLDING CO LLC	Adjustment # : 00002925			
MR Trx # : 21725		ADJUSTMENT 00002925	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002925	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	TOM LANDMAN	Adjustment # : 00002926			
MR Trx # : 21726		ADJUSTMENT 00002926	101-000-018	ACCOUNTS RECEIVABLE		80.00
		ADJUSTMENT 00002926	101-000-479	HOUSING LICENSES	80.00	
					80.00	80.00
07/20/2023	MRA	MAYRA CHACON	Adjustment # : 00002927			
MR Trx # : 21727		ADJUSTMENT 00002927	101-000-018	ACCOUNTS RECEIVABLE		25.00
		ADJUSTMENT 00002927	101-000-479	HOUSING LICENSES	25.00	
					25.00	25.00
07/20/2023	MRA	STONECREST INCOME & OPPORTUNITY	Adjustment # : 00002928			
MR Trx # : 21728		ADJUSTMENT 00002928	101-000-018	ACCOUNTS RECEIVABLE		25.00
		ADJUSTMENT 00002928	101-000-479	HOUSING LICENSES	25.00	
					25.00	25.00
07/20/2023	MRA	ANTWAN L. HERMAN	Adjustment # : 00002929			
MR Trx # : 21729		ADJUSTMENT 00002929	101-000-018	ACCOUNTS RECEIVABLE		30.00
		ADJUSTMENT 00002929	101-000-615-004648	FALSE ALARM FEES/POLICE	30.00	
					30.00	30.00
07/20/2023	MRA	WILLIE HOLDEN	Adjustment # : 00002930			
MR Trx # : 21730		ADJUSTMENT 00002930	101-000-018	ACCOUNTS RECEIVABLE		80.00
		ADJUSTMENT 00002930	101-000-479	HOUSING LICENSES	80.00	
					80.00	80.00
07/20/2023	MRA	MAYRA CARRANZA	Adjustment # : 00002931			
MR Trx # : 21731		ADJUSTMENT 00002931	101-000-018	ACCOUNTS RECEIVABLE		30.00
		ADJUSTMENT 00002931	101-000-479	HOUSING LICENSES	30.00	
					30.00	30.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	BRANDON SMITH/RHONDA CHAPMAN	Adjustment #: 00002932			
MR Trx #: 21732		ADJUSTMENT 00002932	101-000-018	ACCOUNTS RECEIVABLE	40.00	40.00
		ADJUSTMENT 00002932	101-000-479	HOUSING LICENSES		
					40.00	40.00
07/20/2023	MRA	DWAYNE WATKINS	Adjustment #: 00002933			
MR Trx #: 21733		ADJUSTMENT 00002933	101-000-018	ACCOUNTS RECEIVABLE	40.00	40.00
		ADJUSTMENT 00002933	101-000-479	HOUSING LICENSES		
					40.00	40.00
07/20/2023	MRA	CHRISTOPHER STRANDBERG	Adjustment #: 00002934			
MR Trx #: 21734		ADJUSTMENT 00002934	101-000-018	ACCOUNTS RECEIVABLE	25.00	25.00
		ADJUSTMENT 00002934	101-000-479	HOUSING LICENSES		
					25.00	25.00
07/20/2023	MRA	EDDIE HOLT	Adjustment #: 00002935			
MR Trx #: 21735		ADJUSTMENT 00002935	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002935	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	BEVERLY J LUNDBORG	Adjustment #: 00002936			
MR Trx #: 21736		ADJUSTMENT 00002936	101-000-018	ACCOUNTS RECEIVABLE	90.00	90.00
		ADJUSTMENT 00002936	101-000-479	HOUSING LICENSES		
					90.00	90.00
07/20/2023	MRA	ROBERT/LYDIA CANTU	Adjustment #: 00002937			
MR Trx #: 21737		ADJUSTMENT 00002937	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002937	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	ROBERT/LYDIA CANTU	Adjustment #: 00002938			
MR Trx #: 21738		ADJUSTMENT 00002938	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002938	101-000-479	HOUSING LICENSES		
					50.00	50.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	HOUSTON ADRIAN/LANE SHEILA	Adjustment #: 00002939			
MR Trx #: 21739		ADJUSTMENT 00002939	101-000-018	ACCOUNTS RECEIVABLE	110.00	110.00
		ADJUSTMENT 00002939	101-000-479	HOUSING LICENSES		
					110.00	110.00
07/20/2023	MRA	MATT VANHOLSTYN	Adjustment #: 00002940			
MR Trx #: 21740		ADJUSTMENT 00002940	101-000-018	ACCOUNTS RECEIVABLE	360.00	360.00
		ADJUSTMENT 00002940	101-000-479	HOUSING LICENSES		
					360.00	360.00
07/20/2023	MRA	EMILY R CLEVELAND	Adjustment #: 00002941			
MR Trx #: 21741		ADJUSTMENT 00002941	101-000-018	ACCOUNTS RECEIVABLE	115.00	115.00
		ADJUSTMENT 00002941	101-000-479	HOUSING LICENSES		
					115.00	115.00
07/20/2023	MRA	MAYRA CARRANZA	Adjustment #: 00002942			
MR Trx #: 21742		ADJUSTMENT 00002942	101-000-018	ACCOUNTS RECEIVABLE	35.00	35.00
		ADJUSTMENT 00002942	101-000-479	HOUSING LICENSES		
					35.00	35.00
07/20/2023	MRA	PROGRESSIVE HOLDING CO LLC	Adjustment #: 00002943			
MR Trx #: 21743		ADJUSTMENT 00002943	101-000-018	ACCOUNTS RECEIVABLE	50.00	50.00
		ADJUSTMENT 00002943	101-000-479	HOUSING LICENSES		
					50.00	50.00
07/20/2023	MRA	LATRICE RENEE KNIGHT	Adjustment #: 00002944			
MR Trx #: 21744		ADJUSTMENT 00002944	101-000-018	ACCOUNTS RECEIVABLE	70.00	70.00
		ADJUSTMENT 00002944	101-000-479	HOUSING LICENSES		
					70.00	70.00
07/20/2023	MRA	KENNETH J COOK	Adjustment #: 00002945			
MR Trx #: 21745		ADJUSTMENT 00002945	101-000-018	ACCOUNTS RECEIVABLE	100.00	100.00
		ADJUSTMENT 00002945	101-000-479	HOUSING LICENSES		
					100.00	100.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	TOM LANDMAN	Adjustment #: 00002946			
MR Trx #: 21746		ADJUSTMENT 00002946	101-000-018	ACCOUNTS RECEIVABLE	90.00	90.00
		ADJUSTMENT 00002946	101-000-479	HOUSING LICENSES		
					90.00	90.00
07/20/2023	MRA	YOLANDA HARRIS	Adjustment #: 00002947			
MR Trx #: 21747		ADJUSTMENT 00002947	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002947	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	JULIA MCDANIEL	Adjustment #: 00002948			
MR Trx #: 21748		ADJUSTMENT 00002948	101-000-018	ACCOUNTS RECEIVABLE	100.00	100.00
		ADJUSTMENT 00002948	101-000-479	HOUSING LICENSES		
					100.00	100.00
07/20/2023	MRA	TRACY WALLACE	Adjustment #: 00002949			
MR Trx #: 21749		ADJUSTMENT 00002949	101-000-018	ACCOUNTS RECEIVABLE	100.00	100.00
		ADJUSTMENT 00002949	101-000-479	HOUSING LICENSES		
					100.00	100.00
07/20/2023	MRA	ROBERT/LYDIA CANTU	Adjustment #: 00002950			
MR Trx #: 21750		ADJUSTMENT 00002950	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002950	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	MATT VANHOLSTYN	Adjustment #: 00002951			
MR Trx #: 21751		ADJUSTMENT 00002951	101-000-018	ACCOUNTS RECEIVABLE	90.00	90.00
		ADJUSTMENT 00002951	101-000-479	HOUSING LICENSES		
					90.00	90.00
07/20/2023	MRA	MATT VANHOLSTYN	Adjustment #: 00002952			
MR Trx #: 21752		ADJUSTMENT 00002952	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002952	101-000-479	HOUSING LICENSES		
					60.00	60.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	STONECREST INCOME & OPPORTUNITY	Adjustment #: 00002953			
MR Trx #: 21753		ADJUSTMENT 00002953	101-000-018	ACCOUNTS RECEIVABLE	30.00	30.00
		ADJUSTMENT 00002953	101-000-479	HOUSING LICENSES		
					30.00	
07/20/2023	MRA	STONECREST INCOME & OPPORTUNITY	Adjustment #: 00002954			
MR Trx #: 21754		ADJUSTMENT 00002954	101-000-018	ACCOUNTS RECEIVABLE		50.00
		ADJUSTMENT 00002954	101-000-479	HOUSING LICENSES	50.00	
					50.00	50.00
07/20/2023	MRA	EDDIE HOLT	Adjustment #: 00002955			
MR Trx #: 21755		ADJUSTMENT 00002955	101-000-018	ACCOUNTS RECEIVABLE		60.00
		ADJUSTMENT 00002955	101-000-479	HOUSING LICENSES	60.00	
					60.00	60.00
07/20/2023	MRA	PATRICK INGLOT	Adjustment #: 00002956			
MR Trx #: 21756		ADJUSTMENT 00002956	101-000-018	ACCOUNTS RECEIVABLE		100.00
		ADJUSTMENT 00002956	101-000-479	HOUSING LICENSES	100.00	
					100.00	100.00
07/20/2023	MRA	JTS INVESTMENT	Adjustment #: 00002957			
MR Trx #: 21757		ADJUSTMENT 00002957	101-000-018	ACCOUNTS RECEIVABLE		80.00
		ADJUSTMENT 00002957	101-000-479	HOUSING LICENSES	80.00	
					80.00	80.00
07/20/2023	MRA	JASPER LOVE	Adjustment #: 00002958			
MR Trx #: 21758		ADJUSTMENT 00002958	101-000-018	ACCOUNTS RECEIVABLE		40.00
		ADJUSTMENT 00002958	101-000-479	HOUSING LICENSES	40.00	
					40.00	40.00
07/20/2023	MRA	DWAYNE WATKINS	Adjustment #: 00002959			
MR Trx #: 21759		ADJUSTMENT 00002959	101-000-018	ACCOUNTS RECEIVABLE		30.00
		ADJUSTMENT 00002959	101-000-479	HOUSING LICENSES	30.00	
					30.00	30.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	ALAN M & WENDY GURWITZ	Adjustment #: 00002960			
MR Trx #: 21760		ADJUSTMENT 00002960	101-000-018	ACCOUNTS RECEIVABLE	60.00	60.00
		ADJUSTMENT 00002960	101-000-479	HOUSING LICENSES		
					60.00	60.00
07/20/2023	MRA	GREGORY CHILDERS	Adjustment #: 00002961			
MR Trx #: 21761		ADJUSTMENT 00002961	101-000-018	ACCOUNTS RECEIVABLE		110.00
		ADJUSTMENT 00002961	101-000-479	HOUSING LICENSES	110.00	
					110.00	110.00
07/20/2023	MRA	GREGORY CHILDERS	Adjustment #: 00002962			
MR Trx #: 21762		ADJUSTMENT 00002962	101-000-018	ACCOUNTS RECEIVABLE		40.00
		ADJUSTMENT 00002962	101-000-479	HOUSING LICENSES	40.00	
					40.00	40.00
07/20/2023	MRA	TOMMY ELLIOTT	Adjustment #: 00002963			
MR Trx #: 21763		ADJUSTMENT 00002963	101-000-018	ACCOUNTS RECEIVABLE		90.00
		ADJUSTMENT 00002963	101-000-479	HOUSING LICENSES	90.00	
					90.00	90.00
07/20/2023	MRA	DEAN CRANE	Adjustment #: 00002964			
MR Trx #: 21764		ADJUSTMENT 00002964	101-000-018	ACCOUNTS RECEIVABLE		60.00
		ADJUSTMENT 00002964	101-000-479	HOUSING LICENSES	60.00	
					60.00	60.00
07/20/2023	MRA	WEST MICHIGAN THERAPY	Adjustment #: 00002965			
MR Trx #: 21765		ADJUSTMENT 00002965	101-000-018	ACCOUNTS RECEIVABLE		120.00
		ADJUSTMENT 00002965	101-000-479	HOUSING LICENSES	120.00	
					120.00	120.00
07/20/2023	MRA	PROGRESSIVE HOLDING CO LLC	Adjustment #: 00002966			
MR Trx #: 21766		ADJUSTMENT 00002966	101-000-018	ACCOUNTS RECEIVABLE		60.00
		ADJUSTMENT 00002966	101-000-479	HOUSING LICENSES	60.00	
					60.00	60.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	KENT POWER	Adjustment #: 00002967			
MR Trx #: 21767		ADJUSTMENT 00002967	591-000-018	ACCOUNTS RECEIVABLE		1,134.43
		ADJUSTMENT 00002967	591-000-657-004802	REIMB:SERVICES RENDERED	1,134.43	
					1,134.43	1,134.43
07/20/2023	MRA	MICHAEL BOLES	Adjustment #: 00002968			
MR Trx #: 21768		ADJUSTMENT 00002968	203-000-018	ACCOUNTS RECEIVABLE		2,500.00
		ADJUSTMENT 00002968	203-000-657-004802	REIMB:SERVICES RENDERED	2,500.00	
					2,500.00	2,500.00
07/20/2023	MRA	CAR DOCTOR	Adjustment #: 00002969			
MR Trx #: 21769		ADJUSTMENT 00002969	101-000-018	ACCOUNTS RECEIVABLE		30.00
		ADJUSTMENT 00002969	101-000-615-004648	FALSE ALARM FEES/POLICE	30.00	
					30.00	30.00
07/20/2023	MRA	HOLY TRINITY CHURCH	Adjustment #: 00002970			
MR Trx #: 21770		ADJUSTMENT 00002970	101-000-018	ACCOUNTS RECEIVABLE		90.00
		ADJUSTMENT 00002970	101-000-615-004648	FALSE ALARM FEES/POLICE	90.00	
					90.00	90.00
07/20/2023	MRA	DTE (MICHCON GAS CO.)	Adjustment #: 00002971			
MR Trx #: 21771		ADJUSTMENT 00002971	643-000-018	ACCOUNTS RECEIVABLE		370.00
		ADJUSTMENT 00002971	643-000-682	ENGINEERING FEES	370.00	
					370.00	370.00
07/20/2023	MRA	JOHN TURPIN	Adjustment #: 00002972			
MR Trx #: 21772		ADJUSTMENT 00002972	101-000-018	ACCOUNTS RECEIVABLE		30.00
		ADJUSTMENT 00002972	101-000-615-004648	FALSE ALARM FEES/POLICE	30.00	
					30.00	30.00
07/20/2023	MRA	XCEL COMPANIES, INC	Adjustment #: 00002973			
MR Trx #: 21773		ADJUSTMENT 00002973	101-000-018	ACCOUNTS RECEIVABLE		225.00
		ADJUSTMENT 00002973	101-000-615-004615	POLICE DEPARTMENT INCOM	225.00	
					225.00	225.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
07/20/2023	MRA	ASSURANT SPECIALTY PROPERTY	Adjustment # : 00002974			
MR Trx # : 21774		ADJUSTMENT 00002974	101-000-018	ACCOUNTS RECEIVABLE		500.00
		ADJUSTMENT 00002974	101-000-642-004654	FIRE RESPONSE FEE	500.00	
					500.00	500.00
07/20/2023	MRA	XCEL COMPANIES, INC	Adjustment # : 00002975			
MR Trx # : 21775		ADJUSTMENT 00002975	101-000-018	ACCOUNTS RECEIVABLE		187.88
		ADJUSTMENT 00002975	101-000-615-004615	POLICE DEPARTMENT INCOM	187.88	
					187.88	187.88
07/20/2023	MRA	CRYSTAL ANDERSON	Adjustment # : 00002976			
MR Trx # : 21776		ADJUSTMENT 00002976	101-000-018	ACCOUNTS RECEIVABLE		30.00
		ADJUSTMENT 00002976	101-000-615-004648	FALSE ALARM FEES/POLICE	30.00	
					30.00	30.00
07/20/2023	MRA	REGINA CARTER OR LEQUENTIN SIMPSON	Adjustment # : 00002977			
MR Trx # : 21777		ADJUSTMENT 00002977	203-000-018	ACCOUNTS RECEIVABLE		1,226.53
		ADJUSTMENT 00002977	203-000-657-004802	REIMB:SERVICES RENDERED	1,226.53	
					1,226.53	1,226.53
07/20/2023	MRA	GEORGE EVANS	Adjustment # : 00002978			
MR Trx # : 21778		ADJUSTMENT 00002978	101-000-018	ACCOUNTS RECEIVABLE		30.00
		ADJUSTMENT 00002978	101-000-615-004648	FALSE ALARM FEES/POLICE	30.00	
					30.00	30.00
07/20/2023	MRA	OCWEN LOAN SERVCING LLC	Adjustment # : 00002979			
MR Trx # : 21779		ADJUSTMENT 00002979	101-000-018	ACCOUNTS RECEIVABLE		500.00
		ADJUSTMENT 00002979	101-000-642-004654	FIRE RESPONSE FEE	500.00	
					500.00	500.00
07/20/2023	MRA	MONIQUE YVETTE SMITH	Adjustment # : 00002980			
MR Trx # : 21780		ADJUSTMENT 00002980	101-000-018	ACCOUNTS RECEIVABLE		30.00
		ADJUSTMENT 00002980	101-000-615-004648	FALSE ALARM FEES/POLICE	30.00	
					30.00	30.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
		FALSE ALARM FEES/POLICE	101-000-615-004648		300.00	
		SPECIAL EVENTS REIMBURSEMENT	101-000-633		1,045.91	
		MUSK HEIGHTS ZONING	101-000-642-004652		175.00	
		FIRE RESPONSE FEE	101-000-642-004654		1,500.00	
		ACCOUNTS RECEIVABLE	203-000-018			7,423.53
		REIMB:SERVICES RENDERED	203-000-657-004802		7,423.53	
		ACCOUNTS RECEIVABLE	591-000-018			3,722.28
		REIMB:SERVICES RENDERED	591-000-657-004802		3,722.28	
		ACCOUNTS RECEIVABLE	643-000-018			7,775.40
		LICENSE AND PERMIT MISC.	643-000-498		7,405.40	
		ENGINEERING FEES	643-000-682		370.00	
		GRAND TOTAL:			37,810.00	37,810.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 12, 2023	Title: FY24 DWRP Program Engineering Services
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works
Brief Summary: Staff requests authorization to enter into two contracts with Prein & Newhof for a total of \$526,400 for engineering services related to lead service line replacements and elevated tank coating work.	
Detailed Summary & Background: The City is again fortunate to have been offered loans, grants and principal forgiveness through the FY24 Drinking Water Revolving Fund (DWRP) program through the State of Michigan Department of Environment, Great Lakes & Energy (EGLE). Specifically, the City has been offered a combination of grants and principal forgiveness totaling 50% funding, with the remaining 50% eligible for a 20-year loan at a 2% interest rate which is well below market. Although the City's project plan included many projects and all were funded under the DWRP program, staff recommends taking advantage of a lesser amount of assistance due to the finances of the water fund and the fact that the City was not selected for funding under the Clean Water State Revolving Fund (CWSRF) program (the sanitary sewer equivalent). Lead service line replacements must continue due to state-mandated replacement schedules, and the coating of the Nims elevated tank is a necessary expense the water fund could not afford in the near future without this loan program. The other projects included in the program consisted of projects that included sewer work which would not be eligible for assistance, and would also have added a significant amount of debt to the system over the next 20 years. This is not to say the projects are not valuable and needed, but it is an acknowledgment that only absolutely necessary projects are responsible at this time. The overall budget for the projects is \$10,000,000 for lead service lines and \$878,000 for the Nims tank work. The debt service fee these projects would add to the water bill is estimated at \$3.35 per month for a residential account, and would begin impacting customer's bills in FY26. Portions of the engineering work required for these projects are included in the 23/24 budget, and should they move forward the projects will continue to have allocations included in the 24/25 and 25/26 fiscal years. Prein & Newhof's proposals total \$526,400. The staff has reviewed the proposals from Prein and Newhof and feels they are the best suited firm to handle these projects based on their experience and their intimate familiarity with our water system, the DWRP program, and their history of exemplary performance on similar projects over the past several years. A qualifications-based process was used in 2019 that shortlisted Prein & Newhof along with two other firms to provide engineering services for these projects for the next 5 years.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> Action Item 2022 – 4.2 Take advantage of external revenue sources	

Amount Requested:	Budgeted Item: Yes ☒ No ☐ N/A ☐										
Fund(s) or Account(s): 591 (Water)	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐										
Recommended Motion: I move to authorize staff to enter into two contracts with Prein & Newhof for a total of \$526,400 for engineering services related to lead service line replacements and elevated tank coating work.											
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td>☒</td> </tr> <tr> <td>Information Technology</td> <td>☐</td> </tr> <tr> <td>Other Division Heads</td> <td>☒</td> </tr> <tr> <td>Communication</td> <td>☐</td> </tr> <tr> <td>Legal Review</td> <td>☐</td> </tr> </table>	Immediate Division Head	☒	Information Technology	☐	Other Division Heads	☒	Communication	☐	Legal Review	☐	Guest(s) Invited / Presenting: No
Immediate Division Head	☒										
Information Technology	☐										
Other Division Heads	☒										
Communication	☐										
Legal Review	☐										

December 1, 2023

Mr. Dan VanderHeide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

Re: Proposal for Professional Engineering Services for Drinking Water Revolving Fund (DWRF)
2024 Implementation for Lead Service Line Replacements

Dear Mr. VanderHeide:

We are submitting this proposal to provide professional engineering services to assist you with the FY 2024 Lead Service Line replacement project. This project will be funded through the DWSRF loan and grant you will be receiving through the Michigan Department of Environmental, Great Lakes, and Energy (EGLE). The City will be receiving a total of \$10,000,000 as follows:

Principal Forgiveness:	\$4,900,000
Loan:	\$5,100,000
Total:	\$10,000,000

It is our understanding that the funding will be used to replace approximately 870 lead/galvanized water services. We have developed the following scope of services to assist you with engineering design, bidding and construction phase services for this work. We assume that the construction will be completed over a three-year period to provide optimal contractor availability, flexibility and the best pricing opportunities.

Design Phase

- Develop priority list for lead service line replacements in conjunction with City staff
- Prepare maps showing replacement areas
- Review locations in the field with City staff, if needed
- Prepare/update project technical specifications including specific DWRF requirements
- Prepare bidding and contract documents needed to meet City of Muskegon and EGLE/DWRF requirements
- Complete environmental and SHPO review as required by EGLE
- Review draft documents with EGLE staff and prepare final documents based on comments from EGLE
- Assist City with communication with residents
- Assist City with Part I, II and III DWRF Application forms

Bidding Assistance

- Assist with advertising project to potential bidders
- Answer questions during bidding and issue addenda if needed

Mr. Dan VanderHeide, P.E.
December 1, 2023
Page 2

- Attend pre-bid meeting and prepare minutes
- Review and tabulate bids
- Review contractor references, if needed
- Provide Notice of Award documentation to City and EGLE for project award
- Assist with finalizing and distributing signed contracts
- Prepare Notice to Proceed

Construction Phase

- Schedule and attend preconstruction meeting and prepare minutes
- Track and review submittals
- Assist with resident communications
- Provide construction observation services – We have assumed up to 1100 hours of field observation, 25 hours per week over 44 weeks.
- Schedule and attend periodic progress meetings (up to 3 per year) and prepare minutes for each
- Project administration - Respond to RFIs, prepare payment applications and change orders – assumes 5 hours per week during the construction period noted above
- Assist with DWRF administration submittals
- Prepare punch lists and close out documents
- Complete service record drawings and update City GIS following completion of project.

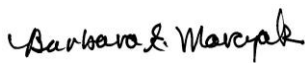
Fee

Based on the scope of work and assumptions described above, we propose to complete the work for a not to exceed cost of \$397,600. Our hourly rates are adjusted each January. We propose to work on a time and expense basis. If the contractor does work in a shorter time than assumed, then our assumed hours will be less. Once the construction contracts are awarded and a construction schedule is provided, we will review the hours allocated for the construction phase services with you to determine whether adjustments need to be made.

If this proposal is acceptable to you, we will prepare a Professional Services Agreement for you. We look forward to working with you and your staff on this project. Should you have any questions, please contact us.

Sincerely,

Prein&Newhof



Barbara E. Marczak, P.E.



Jason M. Washler, P.E.

Enclosures: Estimated work effort/fee

Professional Hours Worksheet
City of Muskegon DWRF - FY 24 Lead Service
Line Replacements

Staff Member	Sen. PM II	PM	Sen Eng II	Eng II	Sen Eng	CADD/GIS	Observer	Office Tech	Expense		Mileage	Total Cost
	Marczak	MH	Staff	Staff	Staff	Staff	TBD	Van Kuik	Item	Cost		
Design												
Kick-off Meeting	3	3	3								20	\$1,500
Environmental Review			10	10					Rare Species	\$5,000		\$8,400
Water Service Research		5	40	40		10						\$13,700
Lead Service Line Priority List	2	10	40	40		20		10				\$17,300
Lead Service Specifications	4	5	15	20								\$6,600
Review Meeting (1)	2	2	4								20	\$1,300
Bidding Documents	5	2	10	10					Prints	\$500		\$4,700
Cost Estimates	1	5	5	40								\$7,100
QA/QC	2	2										\$700
Part I, II, and III DWRF Applications	60	4										\$12,300
Design Subtotals	79	38	127	160	0	30	0	10		\$5,500	40	\$73,600
Bid, Award, and Contract Phase												
Advertise and Issue Bid Package		2						1				\$400
Prebid Meeting/Minutes/Bidder Questions	2	2	5									\$1,500
Addenda		1	4					1				\$900
Attend Bid Opening	2	2									20	\$700
Review Bids/Recommend Award	2	2	4					2				\$1,500
Notice to Proceed / Contract Documents			2					2	Prints	\$300		\$800
Bid, Award, and Contract Phase Subtotals	6	9	15	0	0	0	0	6		\$300	20	\$5,800
Construction Engineering Services												
Preconstruction Meetings and Minutes	2	4			4						60	\$1,700
Track and Review Submittals		10			20							\$4,500
LSL Observation Year (44 weeks @ 25 hr/week)							1100		Prints/Misc	\$700	3,000	\$128,300
Project Administration/DWRF Assistance (30 months)	60	160			200							\$66,500
Respond to RFIs		20			20							\$6,100
Change Orders (4)		16			60							\$11,200
Pay Apps (10)		20			40							\$9,000
Progress Meetings/Minutes (assume 10)	10	20			40						50	\$11,000
Punch List Visits/Follow up (5)		6			20		20				100	\$6,200
Record Plans/GIS update/Closeout	2	30	50		10	80	40					\$30,400
Rate Adjustment over 3 years												\$43,300
Construction Engineering Subtotals	74	286	50		414	80	1160	0		\$700	3,210	\$318,200
Project Grand Total												
	159	333	192	160	414	110	1,160	16	0	6,500	3,270	\$397,600

Project No.

Professional Services Agreement

This Professional Services Agreement is made this 1st day of December, 2023 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and City of Muskegon (“Client”), of 933 Terrace Street, Muskegon, MI 49443.

WHEREAS Client intends to:

Implement Lead Service Line Replacement under the FY24 Drinking Water Revolving Loan Fund. Approximately 870 services.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

Name: Dan Vander Heide, P.E.
Title: Director of Public Works
Phone Number: 231-724-4100
Facsimile Number: 231-722-4188
E-Mail Address: dan.vanderheide@shorelinecity.com

For P&N

Name: Barbara Marczak, P.E.
Title: Team Leader
Phone Number: 231-798-0101
Facsimile Number: 231-798-0337
E-Mail Address: bmarczak@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- ☐ P&N Standard Terms and Conditions for Professional Services
- ☒ P&N Proposal dated December 1, 2023
- ☒ P&N Standard Rate Schedule
- ☐ P&N Supplemental Terms and Conditions
- ☒ Other: P&N Modified Standard Terms and Conditions for Professional Services (Limitation of Liability)

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

3355 Evergreen Drive, NE Grand Rapids, MI 49525 t.616-364-8491 f. 616-364-6955 www.preinnewhof.com

Client hereby requests, and P&N hereby agrees to provide, the following services:

- ☒ P&N Scope of Services per Proposal dated December 1, 2023
- ☐ Scope of Services defined as follows:

NA

ARTICLE 4 – COMPENSATION:

- ☐ Lump Sum for Services Described in Article 3 above - \$.
Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.
- ☐ Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.
- ☒ Other: Hourly rates and expenses as described in the December 1, 2023 proposal. Maximum not to exceed \$397,600 without City of Muskegon authorization.

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Prein&Newhof, Inc.

City of Muskegon

By: _____

By: _____

Printed Name: Jason Washler, P.E.

Printed Name: Dan Vander Heide, P.E.

Title: Vice President

Title: Director of Public Works

Date: _____

Date: _____

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**
1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
 2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
 3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.
- H. Hazardous or Contaminated Materials/Conditions**
1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
 2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
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which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

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I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, ~~or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less.~~ Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
- W. Fee Escalation** - Engineer's fees are based on its billing rates, which are adjusted annually. For multi-year projects, Engineer's fees incorporate an estimate of future billing rates. If inflation causes actual billing rates to exceed these estimates, Engineer reserves the right to adjust its fees accordingly.

December 1, 2013

Mr. Dan VanderHeide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

Re: Proposal for Professional Engineering Services for FY 24 DWRF Implementation – Nims Elevated Water Storage Tank

Dear Mr. VanderHeide:

We appreciate this opportunity to provide a proposal for professional engineering services to assist you with your Drinking Water State Revolving Loan Fund projects for Fiscal Year 2024.

The specific projects that the City is moving forward with include improvements to the Nims Elevated Water Storage Tank and the replacement of Lead Water Service Lines. The proposal below is only for the elevated tank project. A separate proposal is being provided for the water service replacement project. This will allow you to track the costs separately, which will be required under the DWSRF funding that you will be receiving.

We assume that the City will follow the 3.5 or 4th quarter funding schedule, which requires project documents to be completed and ready for bidding by spring 2024. Construction will likely occur during 2025 construction season.

The City will be receiving \$878,000 for the Nims Storage Tank Project as follows:

- \$539,000 – ARP grant
- \$339,000 – DWSRF loan at 2 % interest rate

The project includes the following:

- Install new tank mixer.
- Install drainage holes in balcony and possibly replacement of handrail, which does not meet current OSHA requirements.
- Install rigging couplings on bowl of tank for safety line attachments.
- Install screened flap gate on overflow discharge pipe.
- Install new frost-free pressure vacuum vent.
- Replace sidewall roof ladder with vertical ladder and step off platform to meet safety requirements.
- Exterior overcoat.

We propose the following scope of work:

Preliminary Design

- Kick-off meeting with City
- Gather and review record plans pertinent to the proposed project;
- Complete environmental and historical (SHPO) reviews as required for Federal funding;

Design and Bidding Phase

- Define final scope of project
- Prepare project specifications including specific DWSRF requirements;
- Prepare bidding packages and contract documents
- Attend one design review meeting;
- Prepare and submit permit applications (City to pay any permit fees);
- Prepare opinion of probable cost based on final design;
- Prepare Alternative Justifiable Expense (AJE), if needed;
- Assist City with advertising for bids, provide responses to questions, prepare addenda;
- Attend pre-bid meeting and prepare minutes;
- Review bids, prepare bid tabulations, and provide recommendations;
- Assist City with Parts I, II, and III DWSRF forms and administration;
- Prepare Notice of Award and Notice to Proceed; and
- Assist City with preparing final contracts for signing by Contractor

Construction Phase

- Schedule and attend preconstruction meeting and prepare minutes;
- Track and review shop drawings;
- Provide construction observation for tank painting
- Schedule and attend progress meetings as needed, and prepare minutes for each;
- Respond to RFIs and prepare payment applications and change orders;
- Assist with DWSRF administration and documentation;
- Prepare punch list and close out documents
- Provide one year tank inspection of paint.

Dixon Engineering, which performed the tank inspection, will be our subconsultant on this project. They will assist in preparing the technical specifications and will perform inspections of the paint coating process and provide any needed testing.

Fee

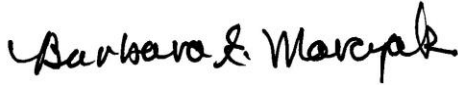
Based on the scope of work described above, we propose to complete the work for a not to exceed cost of \$128,800. Our estimated time/work level of effort is attached. Our hourly rates are adjusted each January. Given the current labor and inflation climate, we have included an increase of 5% in hourly rates in 2024 and 2025.

Mr. Dan VanderHeide
December 1, 2023
Page 3

Thank you for the opportunity to provide this proposal. Please contact us if you have any questions.

Sincerely,

Prein&Newhof



Barbara E. Marczak, P.E.



Jason Washler, P.E.

Enclosures: Estimated work effort/fee, Professional Services Agreement

Professional Hours Worksheet

City of Muskegon - DWRF 2024

Staff Member	Sen. PM II	Sen. PM II	Sen. PM	PM	Sen Eng II	Eng.	Sen Tech V	Sen. Observer	Observer II	Geotech PM	Survey	Office Tech	Expense		Mileage	Total Cost
	Marczak	Staff		Hulst	Staff	Staff	Staff	TBD	TBD	JC	Staff	Van Kuik	Item	Cost		
Preliminary Design																
Kickoff Meeting	3			3											35	\$1,000
Preliminary Engineering	10			10		5										\$4,000
SHPO				8									Orbis	\$2,000.00		\$3,400
Environmental Clearances	2	1		1						6				\$500.00		\$2,200
SRF Admin	8			5												\$2,300
Preliminary Subtotals	23	1	0	27	0	5	0	0	0	6	0	0		\$2,500	35	\$12,900
Design																
Specifications and contract documents	4			10	20							10	Dixon	\$15,000.00	15	\$22,700
Meeting w/ Client (1)	3			3											15	\$1,000
Cost Estimate	2			3		2										\$1,100
QA/QC	4	8		2			4	2								\$3,400
2024 Rates Adjustment																\$1,400
Design Subtotals	13	8	0	18	20	2	4	2	0	0	0	10		\$15,000	30	\$29,600
Bid, Award, and Contract Phase																
Advertise and Issue Bid Package				2		5						15				\$2,400
Bidder Questions				5									Dixon Eng.	\$1,000.00		\$1,900
Pre-bid Meeting				2											20	\$300
Addenda				2		5						2				\$1,100
Attend Bid				1											20	\$200
Review Bids/Recommend Award	4			2		5						2				\$1,800
Prepare Contracts-DWSRF admin.	20			1		5						5	Printing	\$500.00		\$5,500
2024 Rates Inflation																\$700
Bid, Award, and Contract Phase Subtotals	24	0	0	15	0	20	0	0	0	0	0	24		\$1,500	40	\$13,900

Professional Hours Worksheet

City of Muskegon - DWRF 2024

Staff Member	Sen. PM II Marczak	Sen. PM II Staff	Sen. PM	PM Hulst	Sen Eng II Staff	Eng. Staff	Sen Tech V Staff	Sen. Observer TBD	Observer II TBD	Geotech PM JC	Survey Staff	Office Tech Van Kuik	Expense		Mileage	Total Cost
													Item	Cost		
Construction Engineering Services																
Preconstruction Meeting and Minutes	2			2	3										20	\$1,100
Construction Observation				10	20								Dixon Eng.	\$34,000.00		\$41,900
Project Administration	10			10	40											\$9,200
Respond to RFIs				1	2											\$400
Change Orders (2)				2	10											\$1,800
Pay Apps (2)				2	10											\$1,800
Progress Meetings (1)	2			2	5										30	\$1,400
Punch List Visits (1)				1	2				2						30	\$700
Record Plans/Closeout	2			1	5				4							\$1,700
2025 Rate Adjustment																\$12,400
Construction Engineering Subtotals	16	0	0	31	97	0	0	0	6	0	0	0		\$34,000	80	\$72,400
Project Grand Total	52	9	0	91	117	27	4	2	6	6	0	34		\$53,000	185	\$128,800

Project No.

Professional Services Agreement

This Professional Services Agreement is made this 4th day of December, 2023 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and City of Muskegon (“Client”), of 933 Terrace Street, Muskegon, MI 49443.

WHEREAS Client intends to:

Implement DWSRF FY 2024 project – Nims Elevated Storage Tank improvements and painting.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

For P&N

Name: Dan Vander Heide, P.E.

Title: Director of Public Works

Phone Number: 231-724-4100

Facsimile Number: 231-722-4188

E-Mail Address: dan.vanderheide@shorelinecity.com

Name: Barbara Marczak, P.E.

Title: Team Leader

Phone Number: 231-798-0101

Facsimile Number: 231-798-0337

E-Mail Address: bmarczak@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

☐ P&N Standard Terms and Conditions for Professional Services

☒ P&N Proposal dated December 1, 2023

☒ P&N Standard Rate Schedule

☐ P&N Supplemental Terms and Conditions

☒ Other: P&N Modified Standard Terms and Conditions for Professional Services (Limitation of Liability)

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

3355 Evergreen Drive, NE Grand Rapids, MI 49525 t.616-364-8491 f. 616-364-6955 www.preinnewhof.com

Client hereby requests, and P&N hereby agrees to provide, the following services:

- ☒ P&N Scope of Services per Proposal dated December 1, 2023
- ☐ Scope of Services defined as follows:

NA

ARTICLE 4 – COMPENSATION:

- ☐ Lump Sum for Services Described in Article 3 above - \$.
Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional services are performed.
- ☐ Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.
- ☒ Other: Hourly rates and expenses as described in December 1, 2023 proposal. Maximum not to exceed \$128,800 without City of Muskegon authorization.

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Prein&Newhof, Inc.

City of Muskegon

By: _____

By: _____

Printed Name: Jason Washler, P.E.

Printed Name: Dan Vander Heide, P.E.

Title: Vice President

Title: Director of Public Works

Date: _____

Date: _____

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
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- F. Opinions of Probable Costs** - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
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1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, ~~or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less.~~ Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
- W. Fee Escalation** - Engineer's fees are based on its billing rates, which are adjusted annually. For multi-year projects, Engineer's fees incorporate an estimate of future billing rates. If inflation causes actual billing rates to exceed these estimates, Engineer reserves the right to adjust its fees accordingly.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 12, 2023	Title: Amendment to the Sign Ordinance
Submitted by: Mike Franzak, Planning Director	Department: Planning
Brief Summary: Staff initiated request to amend the form based code section of the zoning ordinance to modify the regulations on projecting signs downtown.	
Detailed Summary & Background: The Planning Commission unanimously recommended approval of the amendment by a 6-0 vote.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> Diverse housing types <u>Goal/Action Item:</u> Action Item 2022 – 2.3 Increase variety of housing types	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: To approve the request to modify the regulations on projecting signs downtown as presented.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: No

Planning Commission Packet Excerpt – November 16, 2023

Hearing, Case 2023-32: Staff initiated request to amend the form based code section of the zoning ordinance to revise the signage types and requirements.

SUMMARY

1. Please see the zoning ordinance excerpt regarding projecting signs on the following page.
2. Projecting signs may only be up to 12 sf in size. However, the Planning Commission has granted departures for some larger projecting signs (see below for examples).
3. Staff is proposing to permit these larger signs if they reference the name of the building, and not an individual business. If a business were to close, it may not be feasible for a new business to utilize such a large sign frame, which would lead to blight issues from the vacant sign frame.
4. These larger projecting signs would only be allowed in the Downtown and Mainstreet context areas. They could be up to four feet wide and extend up to five feet away from the building.

Examples of small projecting signs downtown



Examples of large projecting signs downtown



Zoning Ordinance Excerpt

SECTION 2009

SIGN STANDARDS

2009.09 PROJECTING SIGN



PROJECTING SIGN

A double faced sign that is attached to the face of a building and projects from the wall of the building at a ninety (90) degree angle. Projecting signs may include logos or creative art and graphics as part of the sign composition and may be fabricated of wood, metal, fabric, or other durable material.

BUILDING TYPES

MIXED-USE
RETAIL
FLEX
COTTAGE RETAIL
LIVE / WORK
MULTI-PLEX

CONTEXT AREAS

DT DOWNTOWN	MS MAINSTREET
MSW MAINSTREET WATERFRONT	NC NEIGHBORHOOD CORE
NE NEIGHBORHOOD EDGE	UR URBAN RESIDENTIAL

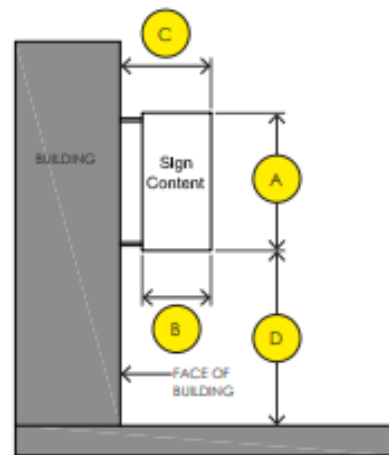
1.0 PROJECTING SIGN SIZE AND PROPORTION

Refer to Illustration 9.03 for graphic representation of the dimensional requirements regarding Projecting Signs.

Refer to Section 2009.13 for dimensional requirements.

- A. Maximum height of projecting signs shall be four (4) feet.
- B. Maximum width of projecting signs shall be three (3) feet.
- C. Projecting Signs shall not extend more than four (4) feet from the face of building.
- D. Projecting Signs shall be a minimum of eight (8) feet above the adjacent grade.
- E. Projecting signs shall be perpendicular to the building face.

ILLUSTRATION 9.03 PROJECTING SIGN SIZE



2.0 PROJECTING SIGN STANDARDS

- A. Projecting Signs shall be designed to be compatible with the character of the building and building materials in order to promote a unified design which compliments the building's massing, scale and character.
- B. Projecting Sign content may include letters, corporate logos, symbols or designs and shall have content on both sides of the sign.
- C. Projecting Signs placed on fabric, cloth or canvas shall be securely anchored to a sign frame.

3.0 PROJECTING SIGN QUANTITY

- A. The number of Projecting Signs allowed per building shall not exceed the quantities indicated in Section 2009.14.
- B. Projecting Signs may be used in conjunction with other Sign Types.

4.0 PROJECTING SIGN LOCATION

- A. Projecting Signs are permitted on the fronts of the following buildings:
 - 1. Mixed-Use
 - 2. Retail
 - 3. Cottage Retail
 - 4. Live / Work
 - 5. Flex
 - 6. Multiplex (Large and Small)

5.0 PROJECTING SIGN ILLUMINATION

- A. Projecting Signs may be externally or internally illuminated per the requirements of Section 2334, 3, f.

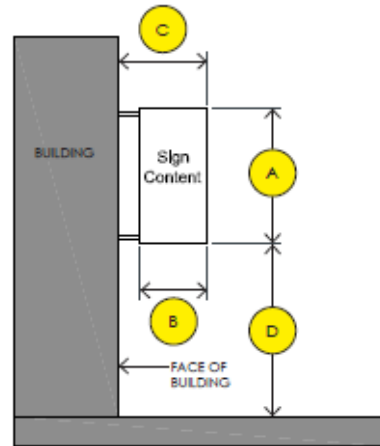
Proposed Amendments (1A & 1 B have been modified along with Section 2009.13)

1.0 PROJECTING SIGN SIZE AND PROPORTION

Refer to Illustration 9.03 for graphic representation of the dimensional requirements regarding Projecting Signs. Refer to Section 2009.13 for dimensional requirements.

- A. Maximum height of projecting signs shall be four (4) feet except projecting signs depicting only the building name may be taller (see note in Section 2009.13).
- B. Maximum width of projecting signs shall be three (3) feet except projecting signs depicting only the building name may increase to four (4) feet.
- C. Projecting Signs shall not extend more than five (5) feet from the face of building.
- D. Projecting Signs shall be a minimum of eight (8) feet above the adjacent grade and may not extend above the roof line.
- E. Projecting signs shall be perpendicular to the building face.

ILLUSTRATION 9.03 PROJECTING SIGN SIZE



Section 2009.13

SECTION 2009

SIGN STANDARDS

2009.13 SUMMARY DIMENSIONAL REQUIREMENTS FOR SIGNS

SIGN TYPE WITH BUILDING TYPE		CONTEXT AREAS					
		DT DOWNTOWN	MS MAINSTREET	MSW MAINSTREET WATERFRONT	NC NEIGHBORHOOD CORE	NE NEIGHBORHOOD EDGE	UR URBAN RESIDENTIAL
SIGN BAND	MIXED-USE	Shall fit within sign band or expression line per 2009.07, 1.0					
	RETAIL	Shall fit within sign band or expression line per 2009.07, 1.0					
	FLEX	Shall fit within sign band or expression line per 2009.07, 1.0					
	COTTAGE RETAIL	Shall fit within sign band or expression line per 2009.07, 1.0					
	LIVE / WORK	Shall fit within sign band or expression line per 2009.07, 1.0					
WALL	MIXED-USE	15 % of building wall, NTE 32 SF			15 % of building wall, NTE 24 SF		
	RETAIL	15 % of building wall, NTE 32 SF			15 % of building wall, NTE 24 SF		
	FLEX		15 % of building wall, NTE 32 SF			15 % of building wall, NTE 24 SF	
	COTTAGE RETAIL				15 % of building wall, NTE 24 SF		
	LIVE / WORK				15 % of building wall, NTE 24 SF		
	MULTI-PLEX		15 % of building wall, NTE 24 SF				
PROJECTING	CIVIC	15 % of building wall, NTE 36 SF			15 % of building wall, NTE 24 SF		
	MIXED-USE	12 SF*	8 SF*	8 SF	8 SF	8 SF	
	RETAIL	12 SF*	8 SF*	8 SF	8 SF	8 SF	
	FLEX		8 SF*	8 SF	8 SF	8 SF	
	COTTAGE RETAIL				8 SF	8 SF	
	LIVE / WORK		8 SF*	8 SF	8 SF	8 SF	
	MULTI-PLEX	12 SF*	8 SF*	8 SF	8 SF		

*Projecting signs depicting only the building name may be up to 150 SF

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the form based code section of the zoning ordinance to the regulations on projecting signs.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The form based code section of the zoning ordinance is amended as proposed to modify the regulations on projecting signs.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 28th day of November 2023, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2023.

Ann Meisch, MMC

Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on November 28, 2023, the City Commission of the City of Muskegon adopted an ordinance to amend the form based code section of the ordinance regarding signage.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2023.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 12, 2023	Title: Cost of Living Adjustment - Non-union employees
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office
Brief Summary: At the end of the calendar year management recommends an adjustment to non-union wages. Union wage adjustments are planning through their various contracts.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> Action Item 2022 – 3.6 Modernize the recruitment strategy	
Amount Requested:	Budgeted Item: Yes ☒ No ☐ N/AX ☐
Fund(s) or Account(s): Various	Budget Amendment Needed: Yes ☒ No ☐ N/A ☐
Recommended Motion: I move to approve the 4% wage increase for non-union team members effective January 1, 2024.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: No



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 12, 2023	Title: 2024 Wage Matrix for Non-Union Part-Time and Limited Term Employees
Submitted by: Dwana Thompson, Employee Relations Director	Department: Employee Relations
Brief Summary: Wage Matrix for Non-Union Part-Time and Limited Term Employees.	
Detailed Summary & Background: Wage Matrix for Non-Union Part-Time and Limited Term Employees.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> Action Item 2022 – 4.4 Improve the budget process to maintain focus throughout the year	
Amount Requested: -0-	Budgeted Item: Yes ☒ No ☐ N/A ☐
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: To approve the 2024 Wage Matrix for Non-Union and Part-Time Limited Term Employees	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: No

CITY OF MUSKEGON

2024 WAGE MATRIX FOR NON-UNION PART-TIME AND LIMITED TERM EMPLOYEES

Michigan Minimum Wage is \$ 10.33 as of January 1, 2024

<u>JOB TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
GRADE 1	\$ 12.00	\$ 12.50	\$ 13.00	\$ 14.00			
INTERNS AGE 16-17 (Minimum wage for Employees under Age 18)							
SEASONAL YOUTH WORKERS BOYS & GIRLS CLUB & COMMUNITY ENCOMPASS							
GRADE 2	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00
ARENA CUSTODIAN							
SEASONAL LEISURE SERVICE MAINTENANCE WORKER							
SEASONAL SUPERVISORS BOYS & GIRLS CLUB & COMMUNITY ENCOMPASS							
GRADE 3	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.00
BUILDING FACILITY CARETAKER							
FARMERS MARKET ASSISTANT I							
SCHOOL CROSSING GUARD							
ARENA MAINTENANCE							
SOCIAL DISTRICT SEASONAL WORKER							
GRADE 4	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00
FACILITY SUPERVISOR II							
BEACH/PARK RANGERS (PUBLIC SAFETY)							
SUPERVISORY INTERN (OVER 18)							
GRADE 5	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	
INTERNS OVER 18							
GRADE 6	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00
FACILITY SUPERVISOR I							
SEASONAL BEACH EQUIPMENT OPERATOR							
GRADE 7							
BOARD OF CANVASSERS	\$25.00 PER DIEM						
BOARD OF REVIEW	\$13.50 per hour / 4 hour minimum						
RECEIVING BOARD	\$75.00 per day						
ELECTION WORKERS (INSPECTORS)	\$14.00 per hour						
ELECTION WORKER CHAIRPERSON	\$17.00 per hour						
ELECTIONWORKER CO-CHAIRPERSON	\$16.00 per hour						
GRADE 8	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00	\$ 26.00		
POLICE RECRUIT							
FARMERS MARKET MANAGERS ASSISTANT							
GRADE 9A	\$ 16.00	\$ 16.80	\$ 17.64	\$ 18.52	\$ 19.44	\$ 20.42	
EVENT SECURITY MANAGER							

GRADE 9B	\$	21.68	\$	22.77	\$	23.90	\$	25.10	\$	26.36
PART TIME POLICE OFFICER										
PART TIME PROPERTY ROOM OFFICER										
<i>STEP-2 (500 hours); STEP-3 (1000 hours); STEP-4 (1500 hours); STEP-5 (2000 hours)</i>										

GRADE 9C	\$	31.00	\$	32.00	\$	33.00	\$	34.00	\$	35.00
PT - FIRE INSPECTOR										



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 12, 2023	Title: Gaming Resolution for Hackley Community Care
Submitted by: Ann Meisch, City Clerk	Department: City Clerk
Brief Summary: Hackley Community Care is seeking recognition as a non-profit organization in the City of Muskegon for the purpose of obtaining a Charitable Gaming License, allowing them to conduct fundraising activities to benefit the underserved.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> Action Item 2022 – 1.4 Proceed with events and activities	
Amount Requested: n/a	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s):	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: To approve the resolution recognizing Hackly Community Care as a non-profit in the City of Muskegon.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: No



HACKLEY COMMUNITY CARE
For Your Whole Life

2700 Baker St. • Muskegon Heights, MI 49444
231.737.1335  HackleyCommunityCare.org 

December 1, 2023

Muskegon City Commission
933 Terrace St
Muskegon, MI 49440

Dear Madame/Sir,

Hackley Community Care Center is seeking recognition as a non-profit organization for the purpose of obtaining a charitable gaming license.

This license will support a 50/50 raffle to be held at our annual HCC employee party. Funds raised will be used to benefit the underserved patient population at HCC.

Best regards,

Valerie Blondin
Chief Financial Officer, Hackley Community Care

Admin Office
1778 Sanford St, Muskegon, MI 49441
Phuong Thadde

*pd
12/1/23*

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 12, 2023	Title: Sale of 159 McLaughlin Avenue
Submitted by: LeighAnn Mikesell, Deputy City Manager	Department: Manager's Office
Brief Summary: Staff is seeking approval of the sale of 159 McLaughlin Avenue.	
Detailed Summary & Background: 159 McLaughlin Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for \$20,000 over asking price with 6% in seller concessions and \$8,000 covering the cost of appliances and central air. This results in a full price offer.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> Action Item 2022 – 2.3 Increase variety of housing types	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: to approve the purchase agreement for 159 McLaughlin Avenue	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: No

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

#

DATE: 12/04/2023, 6:25pm (time) MLS # 23140881SELLING OFFICE: Coldwell Banker Woodland Schmidt ART BROKER LIC.#: 6505346469 REALTOR® PHONE: 616-294-2354LISTING OFFICE: West Urban Realty REALTOR® PHONE: 616-366-2459

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.
2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (choose one):
☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator
- Primary Selling Agent Name: Lisa Wiersma Email: lisa.wiersma@cbgreatlakes.com Lic.#: 6506047678
- Alternate Selling Agent Name: _____ Email: _____ Lic.#: _____
3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
☐ Buyer has received the Seller's Disclosure Statement, dated _____.
☒ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____
☐ Seller is exempt from the requirements of the Seller Disclosure Act.
4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.
5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon,
 County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
159 McLaughlin Avenue, Muskegon, MI 49442
 with the following legal description and tax parcel ID numbers:
City of Muskegon revised plat 1903 west 74' lot 1, blk 266

PP# 61-24-205-266-0001-00**The following paragraph applies only if the Premises include unplatted land:**

Seller agrees to grant Buyer at closing the right to make (insert number) N/A division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____, of the proposed division to create the Premises.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 179,000
one hundred seventy-nine thousand U.S. Dollars
7. **Seller Concessions**, if any: Seller to contribute 6% of purchase price towards buyers closing costs, pre paid and discount points
8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
 SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

- ☐ CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.
- ☒ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a VA type 30 (year) mortgage in the amount of 100 % of the Purchase Price bearing interest at a rate not to exceed best % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 5 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☒ Buyer will agree to pay an amount not to exceed \$ 0.00 representing repairs required as a condition of financing. Buyer ☐ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

GH

Buyer's Initials

LM
 12/05/23
 9:54 AM EST
 dotloop verified

Seller's Initials

Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.
 Exceptions:

☐ SELLER FINANCING (choose one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$_____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$_____ will be payable in monthly installments of \$_____ or more including interest at _____ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ EQUITY (choose one of the following): ☐ Formal Assumption or ☐ Informal Assumption
 Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$_____) between the Purchase Price above provided and the unpaid balance (approximately \$_____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ OTHER: _____

9. **Contingencies:** Buyer's obligation to consummate this transaction (choose one):

- ☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.
☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

☐ **IS CONTINGENT UPON THE SALE AND CLOSING** - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before _____. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded. Exceptions:

10. **Fixtures & Improvements:** The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**

Appliance and Central Air Packages

but does not include:

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Buyer's Initials



Seller's Initials

11. **Heating and Cooking Fuels:** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

Home is connected to natural gas

12. **Assessments (choose one):**

If the Property is subject to any assessments,

☒ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.

☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

Seller has an ongoing obligation through the Closing to disclose to the Buyer any known pending assessments, including, but not limited to, any mandatory utility connection requirements, and/or benefit charges, and condominium special assessments, that have not been previously disclosed in writing to Buyer.

13. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):

☐ Buyer ☐ Seller will pay taxes billed summer _____ (year);
☐ Buyer ☐ Seller will pay taxes billed winter _____ (year);

☒ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.
 Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

14. **Well/Septic:** Within ten (10) days after the Effective Date, (choose one) ☐ Seller or ☐ Buyer will arrange for, at their own expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Other:

Home is connected to public water and sewer

15. **Inspections & Investigations:**

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense.

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within _____ days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, either (a) terminate this Agreement by written notice to Seller and receive a refund of Buyer's Earnest Money Deposit, or (b) make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of a proposed addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have

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Buyer's Initials



Seller's Initials

accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☒ Buyer has waived all rights under this Inspections & Investigations paragraph.

Exceptions:

16. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

☐ Buyer or ☐ Seller (choose one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☒ No survey. Buyer has waived all rights under this paragraph.

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon. Exceptions:

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 01/05/2024. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

22. **Pre-Closing Walk-Through:** Buyer (choose one) ☒ reserves ☐ waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer shall immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

23. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

☒ At the completion of the closing of the sale.

☐ At _____ ☐ a.m. ☐ p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller

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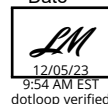
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will have the privilege to occupy the Property and hereby agrees to pay Buyer \$_____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$_____ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 12:00pm (time) on 12/05/2023 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ 1000.00 shall be submitted to Coldwell Banker Woodland Schmidt (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

25. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

26. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

27. **Other Provisions:**

28. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

29. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

30. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic

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Buyer's Initials



Seller's Initials

communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

31. Buyer's Approval and Acknowledgment: Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address Johnathon Hidrogo dotloop verified 12/04/23 6:57 PM EST FJAR-LBVT-QGT6-PSX1 **Buyer**
 Buyer 1 Phone: (Res.) _____ (Bus.) _____ Johnathon Hidrogo
 Print name as you want it to appear on documents.
 Buyer 2 Address _____ **Buyer**
 Buyer 2 Phone: (Res.) _____ (Bus.) _____
 Print name as you want it to appear on documents.

32. Seller's Response: The above offer is approved: ☐ As written. ☒ As written except:

Appliance package of \$4000
 Central Air \$4000

Counteroffer, if any, expires December 5, 2023, at 5pm (time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

33. Certification of Previous Disclosure Statement: Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated _____ (choose one): ☐ Yes ☒ No.
 Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.

34. Notice to Seller: Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

35. Listing Office Address: 3265 Walker Ave NW, Suite D, Grand Rapids, MI 49544 Listing Broker License # 6506015435
Listing Agent Name: Mariana MURILLO VANDAM Listing Agent License # _____

36. Seller's Approval and Acknowledgment: Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): LeighAnn Mikesell dotloop verified 12/05/23 9:54 AM EST VRIY-U0X4-6FKF-SXN3

 Print name as you want it to appear on documents. Is Seller a U.S. Citizen or Resident Alien? ☒ Yes ☐ No*

X (Seller's Signature, Date, Time): LeighAnn Mikesell

 Print name as you want it to appear on documents. Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*

Seller's Address: _____ Seller's Phone (Res.) _____ (Bus.) _____
 * If Seller(s) is not a U.S. Citizen or Resident Alien, there may be tax implications and Buyer and Seller are advised to seek professional advice.

37. Buyer's Receipt/Acceptance: Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): _____
X (Buyer's Signature, Date, Time): _____

38. Seller's Receipt: Seller acknowledges receipt of Buyer's acceptance of counter offer

X (Seller's Signature, Date, Time): LeighAnn Mikesell dotloop verified 12/05/23 9:54 AM EST IHTA-FDXI-SYCO-JWIR
X (Seller's Signature, Date, Time): _____

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 Date Time



Buyer's Initials



Seller's Initials

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 12, 2023	Title: City Manager Contract Updates
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office
Brief Summary: Following the City Manager's positive review earlier this year, he's requesting two updates to his contract.	
Detailed Summary & Background: Following the City Manager's positive review earlier this year, he's requesting two updates to his contract. Adding a new section <i>2.1 Annual Review</i> : The Commission shall complete an annual review of the manager no later than June 30 of each year. Failure to complete the review shall result in an automatic 2% merit adjustment to the manager's base salary to be effective July 1 of the same year. Amending section 5 Severance Pay Upon Termination by City, subsection a) severance pay in an amount equal to six months' severance pay with one additional month of severance pay for every year of employment, not to exceed twelve months of severance pay. Under the current contract, the manager is entitled to seven months severance if terminad by the City. The Manager is requesting this be moved to 9 months with this action and then continuing with the addition of one additional month for each year of service topping out at 12 months as in the contract.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>	
Amount Requested: n/a	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): n/a	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: I monition to update the City Manager's contract as requested.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐	Guest(s) Invited / Presenting: No

Legal Review

☐