

CITY OF MUSKEGON

CITY COMMISSION MEETING

DECEMBER 8, 2020 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **ROLL CALL:**
- ☐ **HONORS/AWARDS/PRESENTATIONS:**
- A. 2016-2021 Vision Update**
- ☐ **PUBLIC COMMENT ON AN AGENDA ITEM:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Gaming License Request from Muskegon Pregnancy Services** City Clerk
 - C. MERS Defined Contribution Plan Adoption Agreements Addendum**
Finance
 - D. Non-Union Pay/Benefits** City Manager
 - E. Body Camera Purchase** Public Safety
 - F. Beach Warning System** Public Works
 - G. CZM Grant Application** Public Works
 - H. DWAM Grant Application** Public Works
 - I. Michigan & Franklin Reconstruction** Public Works
 - J. Beach Street Expanded Parking** Public Works
 - K. Westwood Change Order #002** Public Works
 - L. Installment Purchase Agreement Approval – Jackson Hill Infill Housing**
Development Services
 - M. NEZ Certificates** Planning

N. Street/Alley Vacations Planning

O. Former Farmers Market Rezoning Planning

P. Parkland Properties Marina Agreement City Manager

Q. Convention Center Naming Rights City Manager

☐ **PUBLIC HEARINGS:**

A. Jackson Hill, McLaughlin & Angell Rezoning's Planning

B. CAPER 2019 Community & Neighborhood Services

C. Infill Housing Project (2nd Amendment) Brownfield Plan Amendment Public Hearing Economic Development

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Community EnCompass Infill Housing Development Agreement and Funding Economic Development

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC COMMENT:**

- ▶ **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.
- ▶ (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY-FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE MEISCH, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1-22 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 8, 2020	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the November 24, 2020 Regular City Commission Meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 24, 2020 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held electronically with the Mayor, Vice Mayor and Commissioners participating via Zoom – a remote conferencing service, Clerk staff present at 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, November 24, 2020.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron (Muskegon, MI), Vice Mayor Eric Hood (Muskegon, MI) Commissioners Ken Johnson (Muskegon, MI), Dan Rinsema-Sybenga (Bradenton, FL), Willie German, Jr. (Muskegon, MI), Teresa Emory (Muskegon, MI), and Michael Ramsey (Muskegon, MI), City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

HONORS AND AWARDS: Mayor Steve Gawron announced that the City of Muskegon's application was accepted to participate in a 6-week program with the Mayor's Institute of City Design. We will present our project and receive recommendations from the Institute. The project submitted focuses on seeking greater investment parity city-wide by initially targeting increasing commercial development opportunities in the historically under-invested, and racially diverse Jackson Hill neighborhood. We are currently updating the city's Master Plan and would like to integrate the 2020 Census data that would support and inform land use and transportation decisions outlined in the Plan. Our goal is to understand how this data can be utilized to spur neighborhood-centric commercial development and create new employment opportunities in that particular neighborhood at this time, where 44.6% of the residents live at or below the poverty line. We have an opportunity to do a focused study and develop some good project parameters that could be utilized there. As we go beyond, we can see how that experience can help us in all of our neighborhoods. Planning and Economic Development have done great work to get this plan and application submitted.

PUBLIC COMMENT ON AN AGENDA ITEM: Public comments were received.

2020-86 IMMEDIATE ACTION REQUESTED:

A. Remote Meeting Procedures City Clerk

SUMMARY OF REQUEST: Public Act 228 of 2020 amended the Open Meetings Act to allow for electronic meetings. The Act requires that if the City wishes to conduct electronic meetings, that it adopts electronic meeting procedures.

Public Act 228 of 2020 amended Section 3 of the Open Meeting Act (OMA) and added Section 3a to the OMA to permit, in certain circumstances, public bodies to meet electronically and to permit members of those public bodies to participate in, and vote on, business before the public body remotely.

The Act requires the public body, as defined in Section 2(a) of the OMA, being the City Commission, including all boards, commissions, committees, subcommittees, or authorities of the City of Muskegon, to establish procedures to ensure compliance with the requirements of the Act related to electronic meetings. It is recommended that the City Commission establish the presented electronic meeting procedures for itself and all of the public bodies of the City to comply with this statutory requirement.

STAFF RECOMMENDATION: To establish the procedures to permit the City Commission and all other public bodies of the City of Muskegon to meet electronically and vote on business before the public body remotely.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to establish procedures to permit the City Commission and all other public bodies of the City of Muskegon to meet electronically and vote on business before the public body remotely.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga to amend Section C of the proposed procedures to require that if an agenda exists for an electronic meeting, the agenda for that meeting shall be made available to the public at least 12 hours before the electronic meeting begins by posting the agenda on the portion of the City's website that is fully accessible to the public.

ROLL VOTE: Ayes: Ramsey, German, Rinsema-Sybenga, Emory, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

VOTE ON ORIGINAL MOTION:

ROLL VOTE: Ayes: Hood, Ramsey, German, Rinsema-Sybenga, Emory, Johnson, and Gawron

Nays: None

MOTION PASSES

2020-87 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the November 9, 2020 Work Session Meeting, the November 10, 2020 Regular City Commission meeting, and the November 13, 2020 Special City Commission Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. 2020-2021 School Resource Officer Agreement Public Safety

SUMMARY OF REQUEST: Review and approve the School Resource Officer Agreement proposed for employment of one Muskegon Police Department officer for the 2020-2021 school year. This agreement includes a 3% increase for a total of \$24,190.40 paid to the City of Muskegon between September 2020 and June 2021.

STAFF RECOMMENDATION: Approval of the 2020-2021 School Resource Officer Agreement.

C. 2020-2021 Winter Parking Ordinance Amendment Public Safety

SUMMARY OF REQUEST: Revise LO09 of the effected city ordinance (92-71), staff received information that the current ordinance was problematic in our downtown designated area. With the increase of full-time residents living downtown parking is a premium throughout the day and night. Staff is proposing a change to the downtown area to accommodate residents and business patrons that the frequent the designated area.

STAFF RECOMMENDATION: Approval of the amended Parking Ordinance as it pertains to Winter Parking.

D. Ramos Towing Agreement Public Safety

SUMMARY OF REQUEST: Extension of the current contract with Ramos Towing for (2) two years. The next renewal date will be January 1st 2023. No changes to the current service and fee schedule are expected during the 24 (twentyfour) month extension.

STAFF RECOMMENDATION: Approve a 24 (twenty-four) month service agreement with Ramos Towing.

E. Social District Permit Recommendation Economic Development

SUMMARY OF REQUEST: The City Commission must recommend approval of the Michigan Liquor Control Commission permits of participating licensed establishments in the Downtown Muskegon Social District.

With the establishment of the Downtown Muskegon Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for

approval from the City Commission before granting the permits. You handled the initial eight such requests at your August 25 and September 8 meetings. The attached resolution is for Ingalls Business AQ (dba Mike's Inn) which is also seeking a Social District permit from the state and seeking City Commission recommended approval. The Social District Plan identifies 22 potential participating licensees within the district. Other licensed establishments may file a Social District permit application in the future.

STAFF RECOMMENDATION: To approve the resolution recommending Michigan Liquor Control Commission approval of Social District permits in the Downtown Muskegon Social District and to direct the City Clerk to certify the City Commission action with the MLCC.

F. MERS Defined Benefit Plan Adoption Agreements Addendum Finance

SUMMARY OF REQUEST: MERS of Michigan, our Pension Plan Administrator, is asking all clients to complete and update plan adoption agreements so they can ensure the details of our plans are accurately documented. Staff is seeking our approval of the Defined Benefit Plan Agreement Addendums presented.

MERS of Michigan is asking the City of Muskegon to review and update our Defined Benefit Plan Adoption Agreements for each of our six divisions, Non-Union, Clerical, 517 m DPW, Police Patrol, Police Command, and Fire. The Plan Adoption Agreement Addendums for each division are attached. **Please not we have not changed any of the provision of our plans**, this is a MERS request so they can ensure accuracy. Please note that the Addendums for our Defined Contribution Plans will be brought to you at our next meeting.

STAFF RECOMMENDATION: To approve the MERS Defined Benefit Plan Adoption Agreement Addendums as presented.

G. PRI Document Approval – Jackson Hill Infill Housing Loan
Development Services

REMOVED PER STAFF REQUEST

H. Trinity Village (COGIC Village) PILOT Agreement Termination Treasurer

SUMMARY OF REQUEST: To terminate the payment in lieu of taxes (PILOT) agreement with Trinity Village for the COGIC Village housing project.

We were recently notified by a representative of KMG Prestige, property manager for COGIC Village, that the property had been sold in August of 2019 to MASH – COGIC Muskegon LDHA Association, LLC. At the time the property was sold, the qualifying load was paid off. As such, the property no longer qualifies for PILOT status, and we need to take official action to terminate the original agreement. After termination, the county's Equalization Department will notify the owners of the termination, and determine the proper classification to return the property to the city's tax roll.

STAFF RECOMMENDATION: To approve the resolution to terminate the Contract for Housing Exemption with Trinity Village Non-Profit Housing Corporation.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Ramsey, to approve the consent agenda as presented.

ROLL VOTE: Ayes: Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, Ramsey, and German

Nays: None

MOTION PASSES

2020-88 PUBLIC HEARINGS:

A. Beach Street Utility Special Assessment Public Works

SUMMARY OF REQUEST: Conduct the first Public Hearing for the Beach Street Aerial Utility Burial Special Assessment to create the special assessment district inclusive of all properties shown in the attachment, appoint two Commissioners to the Board of Assessors, and adopt the resolution.

Staff has been petitioned by property owners along Beach Street to have the aerial communication utilities (Frontier Communications and Comcast Cable) buried within the above referenced limits. Staff has reviewed the request and additional documentation/detail is attached along with a preliminary staff summary.

Staff will present the results of the property owner mailers at the Public Hearing as well as take any public comment on the special assessment. The proposed special assessment district properties are show in the attachment. Staff is requesting two Commissioners be appointed to the Board of Assessors along with the County Assessor's office to prepare the assessment roll.

STAFF RECOMMENDATION: To close the public hearing, appoint two Commissioners to the Board of Assessors, and approve the resolution.

PUBLIC HEARING COMMENCED:

Darryl Bell – 1668 Beach Street – looking for clarification

Kevin Eaton – 1646 Beach Street – opposed as all lines are not included

Reid Heredowich (grandson) at 1650 Beach Street – opposed

Bernadette Thomas – 1790 Beach Street – clarify timing of project – why wasn't it done with road work.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to close the public hearing, appoint Commissioner Rinsema-Sybenga and Commissioner Emory to the Board of Assessors and approve the resolution.

ROLL VOTE: Ayes: Emory, Gawron, Hood, Ramsey, and Rinsema-Sybenga

Nays: German

MOTION PASSES

2020-89 NEW BUSINESS:

A. Amendment to the Zoning Ordinance - Marihuana Planning

SUMMARY OF REQUEST: Staff-initiated request to amend the zoning ordinance to allow for Microbusinesses, Designate Consumption Establishments, Class A Recreational Grows, (Up to 100 plants), Class B Recreational Grows (Up to 500 plants), Class A Medical Grows (Up to 500 plants) and temporary marihuana events as a special use permitted in I-1, I-2, MC, B-2, and B-4 zoning districts.

The Planning Commission voted in favor of the ordinance amendment with the following conditions:

Any adult -use marihuana business shall not be located within a 500-foot radius of any property occupied by: (1) a public playground, (2) a public park, (3) public housing, (4) a religious institution, (5) a public or private, vocational school, college, junior college, or university, (6) a state-licensed child care center or pre-school, (7) any public swimming pool, public or private youth activity facility, public outdoor recreation area (except trails) or public recreation facility, (8) a youth center, (9) a juvenile or adult halfway house, (10) correction facility or rehab center.

STAFF RECOMMENDATION: To approve the request to amend the zoning ordinance to allow for Microbusinesses, Designated Consumption Establishments, Class A Recreational Grown, Class B Recreational Grows and temporary marihuana events as a special use permitted in I-1, I-2, MC, B-2, and B-4 zoning districts.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to table the zoning ordinance amendment until the January 27, 2021 Legislative Policy Committee meeting.

ROLL VOTE: Ayes: Johnson, Gawron, Hood, Ramsey, German, Rinsema-Sybenga, Emory

Nays: None

MOTION PASSES

B. Community EnCompass Infill Housing Development Agreement and Funding Economic Development

REMOVED PER STAFF REQUEST

ANY OTHER BUSINESS: Commissioner German requested an update from Chief Lewis regarding crime in the city and how we are resolving issues.

Dave Alexander provided an update from the DDA meeting regarding the

Lakeshore Art Festival and Taste of Muskegon. Both events are to be administered by the City Clerk's Office with Dave Alexander providing regular updates to the Downtown Development Authority.

PUBLIC COMMENT: Public Comments received.

2020-90 CLOSED SESSION:

A. Discussion of Pending Litigation

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to go into closed session to discuss pending litigation, Hilton vs. City of Muskegon and Ann Meisch.

ROLL VOTE: Ayes: Hood, Ramsey, German, Rinsema-Sybenga, Emory, Johnson, and Gawron

Nays: None

MOTION PASSES

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Emory, to come out of closed session.

ROLL VOTE: Ayes: Gawron, Hood, Ramsey, German, Rinsema-Sybenga, Emory, and Johnson

Nays: None

MOTION PASSES

Motion by Commissioner German, second by Commissioner Johnson, to follow recommendation of counsel discussed in closed session.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, and Ramsey

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission meeting adjourned at 7:57 p.m.

Respectfully Submitted,

Ann Marie Meisch – MMC, City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 12/8/2020	Title: Gaming License Request from Muskegon Pregnancy Services
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: Muskegon Pregnancy Services is requesting a resolution recognizing them as non-profit organization operating in the City for the purpose of obtaining a raffle license.	
Detailed Summary:	
Amount Requested: n/a	Amount Budgeted: n/a
Fund(s) or Account(s): n/a	Fund(s) or Account(s): n/a
Recommended Motion: To approve the request from Muskegon Pregnancy Services to be recognized as a non-profit operating in the City for the purpose of obtaining a raffle license.	
For City Clerk Use Only:	
Commission Action:	



muskegonpregnancyservices.org | 231.726.2677 | 1775 Wells Ave. Muskegon MI 49442

2020 Board Members

President
Jeffery Greve
Greve Law PLC

Treasurer
Kathy Hayes
CWD Real Estate

Secretary
Ann Davidson
Living Water Bible Church

Dan McKinnon
CEO Owner -
GH Companies

Zach Krause
Blue Star Construction
LLC

Sondra Cross
Living Word Church

Lisa Lee
Calvary Bible Church

Gin Greenlee
Board Certified
Naturopathic Doctor

Holly Shmiedeknecht
RMDS

Mission Statement:
We are committed to providing clinical life-saving services and empowering life-changing decisions.

12-3-2020

Dear Muskegon Commissioners:

I am requesting a gaming license of Muskegon Pregnancy Services to be able to have raffles to raise funds for the ministry. I understand part of the state's requirements is to have my governing body recognize our nonprofit organization, and confirm it is operating in the community in order to obtain a charitable gaming license. I have submitted all the paperwork necessary.

We were given a beautiful donation of a LeVian 1.3ktw diamond ring from Gold Recyclers to do a raffle to raise funds for our ministry. We had the ring appraised and the value of it is \$4,695. Below is a copy of the flyer we will use.

We would like to start selling raffle tickets as soon as possible as we plan to have a winner drawn on February 11th at 4pm.

Please let me know if there is anything else I need to do!

Deb Null

Debra Null

Executive Director
Muskegon Pregnancy Services
1775 Wells Ave. Muskegon, MI 49442
w. 231.726.2677 f. 231.726.2236 c. 231-206-2471

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 8, 2020	Title: MERS Defined Contribution Plan Adoption Agreements Addendum
Submitted By: Beth Lewis	Department: Finance
Brief Summary: MERS of Michigan our Pension Plan Administrator is asking all clients to complete and update plan adoption agreement so they can ensure the details of our plans are accurately documented. Staff is asking for your approval of the Defined Contribution Plan Agreement Addendums presented.	
Detailed Summary: MERS of Michigan is asking the City of Muskegon to review and update our Defined Contribution Plan Adoption Agreements for each of our seven divisions, Non Union, Clerical, 517m DPW, Police Patrol, Police Command and Fire. I have attached the Plan Adoption Agreement Addendums for each division. Please note we have not changed any of the provisions of our plans , this is a MERS request so they can ensure accuracy.	
Amount Requested: N/A	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the MERS Contribution Benefit Plan Adoption Agreement Addendums as presented.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Defined Contribution Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Contribution (DC) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Muskegon, City of

Municipality number 611601

This is an amendment of the existing MERS Defined Contribution Agreement.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 611601110192

Division name 110192

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS, such as "Clerical staff working more than 160 hours in a month," "Elected Officials" or "Admin working >32 hours per week," etc.:

Police Command Officers hired after 7/28/2006 working more than 1747 hours per year.

Employee classification contains **public safety employees:** ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601110192

If you elect to include a special classification (chart below), then the employee will be required to participate in the employer and employee contributions adopted in your plan. An excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>1747</u> per <u>year</u> .	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from <u>April</u> to <u>October</u> only.	☐	☒	☐
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

- ☒ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601110192

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an “hours-reported” method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601110192

2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions. Wages are strongly recommended to be reported with regular wage/contribution reports to MERS. Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	Base Wages	Box 1 Wages	Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601110192

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|--|---------------------------------------|
| ☒ Salary or hourly wage X hours | ☐ On-call pay |
| ☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | ☐ Other: _____ |

Other Wages apply: YES ☒ NO ☐

- | | |
|--|--|
| ☐ Shift differentials | ☐ Severance issued over time (weekly/bi-weekly) |
| ☐ Overtime | ☒ Other: <u>Residency Bonus</u> |

Lump Sum Payments apply: YES ☒ NO ☐

- | | |
|---|--|
| ☐ PTO cash-out | ☐ Educational degrees |
| ☐ Longevity | ☒ Moving expenses |
| ☐ Bonuses | ☐ Sick payouts |
| ☐ Merit pay | ☐ Severance (if issued as lump sum) |
| ☐ Job certifications | ☐ Other: _____ |

Taxable Payments apply: YES ☐ NO ☒

- | | |
|---|--|
| ☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | ☐ Car allowance |
| ☐ Prizes, gift cards | ☐ Other: _____ |
| ☐ Personal use of a company car | |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- | | |
|---|---|
| ☐ Gun, tools, equipment, uniform | ☐ Mileage reimbursement |
| ☐ Phone | ☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| ☐ Fitness | ☐ Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ 457 employee and employer contributions | ☐ IRA contributions |
| ☒ 125 cafeteria plan, FSAs and HSAs | ☐ Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- | | |
|--|--|
| ☐ Health plan, dental, vision benefits | ☐ Group term or whole life insurance < \$50,000 |
| ☐ Workers compensation premiums | ☐ Other: _____ |
| ☐ Short- or Long-term disability premiums | |

Mandatory Contributions apply: YES ☒ NO ☐

Taxable Fringe Benefits apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ Clothing reimbursement | ☒ Group term life insurance > \$50,000 |
| ☐ Stipends for health insurance opt out payments | ☐ Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- | | |
|---|---------------------------------------|
| ☐ Workers compensation settlement payments | ☐ Other: _____ |
|---|---------------------------------------|

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601110192

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Muskegon

at a Board Meeting which took place on: 12/08/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Contribution Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Contribution (DC) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Muskegon, City of

Municipality number 611601

This is an amendment of the existing MERS Defined Contribution Agreement.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 611601110441

Division name City Manager

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS, such as "Clerical staff working more than 160 hours in a month," "Elected Officials" or "Admin working >32 hours per week," etc.:

City Managers hired after 1/1/2006

Employee classification contains **public safety employees:** ☐ Yes ☒ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601110441

If you elect to include a special classification (chart below), then the employee will be required to participate in the employer and employee contributions adopted in your plan. An excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>1664</u> per <u>year</u> .	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	☐	☐	☒
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

- ☒ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601110441

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an “hours-reported” method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601110441

2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions. Wages are strongly recommended to be reported with regular wage/contribution reports to MERS. Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	 Base Wages	 Box 1 Wages	 Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601110441

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|--|---------------------------------------|
| ☒ Salary or hourly wage X hours | ☐ On-call pay |
| ☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | ☐ Other: _____ |

Other Wages apply: YES ☒ NO ☐

- | | |
|--|--|
| ☐ Shift differentials | ☐ Severance issued over time (weekly/bi-weekly) |
| ☐ Overtime | ☒ Other: <u>Residency Bonus</u> |

Lump Sum Payments apply: YES ☒ NO ☐

- | | |
|---|--|
| ☐ PTO cash-out | ☐ Educational degrees |
| ☐ Longevity | ☒ Moving expenses |
| ☐ Bonuses | ☐ Sick payouts |
| ☐ Merit pay | ☐ Severance (if issued as lump sum) |
| ☐ Job certifications | ☐ Other: _____ |

Taxable Payments apply: YES ☐ NO ☒

- | | |
|---|--|
| ☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | ☐ Car allowance |
| ☐ Prizes, gift cards | ☐ Other: _____ |
| ☐ Personal use of a company car | |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- | | |
|---|---|
| ☐ Gun, tools, equipment, uniform | ☐ Mileage reimbursement |
| ☐ Phone | ☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| ☐ Fitness | ☐ Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- | | |
|--|--|
| ☐ 457 employee and employer contributions | ☐ IRA contributions |
| ☐ 125 cafeteria plan, FSAs and HSAs | ☐ Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- | | |
|--|--|
| ☐ Health plan, dental, vision benefits | ☐ Group term or whole life insurance < \$50,000 |
| ☐ Workers compensation premiums | ☐ Other: _____ |
| ☐ Short- or Long-term disability premiums | |

Mandatory Contributions apply: YES ☒ NO ☐

Taxable Fringe Benefits apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ Clothing reimbursement | ☒ Group term life insurance > \$50,000 |
| ☐ Stipends for health insurance opt out payments | ☐ Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- | | |
|---|---------------------------------------|
| ☐ Workers compensation settlement payments | ☐ Other: _____ |
|---|---------------------------------------|

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601110441

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Muskegon

at a Board Meeting which took place on: 12/08/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Contribution Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Contribution (DC) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Muskegon, City of

Municipality number 611601

This is an amendment of the existing MERS Defined Contribution Agreement.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 611601106125

Division name 106125

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS, such as "Clerical staff working more than 160 hours in a month," "Elected Officials" or "Admin working >32 hours per week," etc.:

Firefighters and Fire Command Officers hired after 1/1/2005 working more than 4410 hours per year

Employee classification contains **public safety employees:** ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106125

If you elect to include a special classification (chart below), then the employee will be required to participate in the employer and employee contributions adopted in your plan. An excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>4410</u> per <u>year</u> .	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	☐	☐	☒
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

- ☒ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106125

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an “hours-reported” method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106125

2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions. Wages are strongly recommended to be reported with regular wage/contribution reports to MERS. Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	 Base Wages	 Box 1 Wages	 Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106125

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|--|---------------------------------------|
| ☒ Salary or hourly wage X hours | ☐ On-call pay |
| ☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | ☐ Other: _____ |

Other Wages apply: YES ☒ NO ☐

- | | |
|--|--|
| ☐ Shift differentials | ☐ Severance issued over time (weekly/bi-weekly) |
| ☐ Overtime | ☒ Other: <u>Residency Bonus</u> |

Lump Sum Payments apply: YES ☒ NO ☐

- | | |
|---|--|
| ☐ PTO cash-out | ☐ Educational degrees |
| ☐ Longevity | ☒ Moving expenses |
| ☐ Bonuses | ☐ Sick payouts |
| ☐ Merit pay | ☐ Severance (if issued as lump sum) |
| ☐ Job certifications | ☐ Other: _____ |

Taxable Payments apply: YES ☐ NO ☒

- | | |
|---|--|
| ☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | ☐ Car allowance |
| ☐ Prizes, gift cards | ☐ Other: _____ |
| ☐ Personal use of a company car | |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- | | |
|---|---|
| ☐ Gun, tools, equipment, uniform | ☐ Mileage reimbursement |
| ☐ Phone | ☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| ☐ Fitness | ☐ Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ 457 employee and employer contributions | ☐ IRA contributions |
| ☒ 125 cafeteria plan, FSAs and HSAs | ☐ Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- | | |
|--|--|
| ☐ Health plan, dental, vision benefits | ☐ Group term or whole life insurance < \$50,000 |
| ☐ Workers compensation premiums | ☐ Other: _____ |
| ☐ Short- or Long-term disability premiums | |

Mandatory Contributions apply: YES ☒ NO ☐

Taxable Fringe Benefits apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ Clothing reimbursement | ☒ Group term life insurance > \$50,000 |
| ☐ Stipends for health insurance opt out payments | ☐ Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- | | |
|---|---------------------------------------|
| ☐ Workers compensation settlement payments | ☐ Other: _____ |
|---|---------------------------------------|

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106125

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Muskegon

at a Board Meeting which took place on: 12/08/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Contribution Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Contribution (DC) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Muskegon, City of

Municipality number 611601

This is an amendment of the existing MERS Defined Contribution Agreement.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 611601106126

Division name 106126

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS, such as "Clerical staff working more than 160 hours in a month," "Elected Officials" or "Admin working >32 hours per week," etc.:

Supervisors, Department Heads, Administrative Assistants, Information Technology employees and any employee not covered until a Union contract hired after 1/1/2006 working more than 1664 hours per year.

Employee classification contains **public safety employees:** ☐ Yes ☒ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106126

If you elect to include a special classification (chart below), then the employee will be required to participate in the employer and employee contributions adopted in your plan. An excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>1664</u> per <u>year</u> .	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from <u>April</u> to <u>October</u> only.	☐	☒	☐
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

- ☒ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106126

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an “hours-reported” method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106126

2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions. Wages are strongly recommended to be reported with regular wage/contribution reports to MERS. Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	 Base Wages	 Box 1 Wages	 Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106126

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|--|---------------------------------------|
| ☒ Salary or hourly wage X hours | ☐ On-call pay |
| ☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | ☐ Other: _____ |

Other Wages apply: YES ☒ NO ☐

- | | |
|--|--|
| ☐ Shift differentials | ☐ Severance issued over time (weekly/bi-weekly) |
| ☒ Overtime | ☒ Other: <u>Residency Bonus</u> |

Lump Sum Payments apply: YES ☒ NO ☐

- | | |
|---|--|
| ☐ PTO cash-out | ☐ Educational degrees |
| ☐ Longevity | ☒ Moving expenses |
| ☐ Bonuses | ☐ Sick payouts |
| ☐ Merit pay | ☐ Severance (if issued as lump sum) |
| ☐ Job certifications | ☐ Other: _____ |

Taxable Payments apply: YES ☐ NO ☒

- | | |
|---|--|
| ☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | ☐ Car allowance |
| ☐ Prizes, gift cards | ☐ Other: _____ |
| ☐ Personal use of a company car | |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- | | |
|---|---|
| ☐ Gun, tools, equipment, uniform | ☐ Mileage reimbursement |
| ☐ Phone | ☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| ☐ Fitness | ☐ Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ 457 employee and employer contributions | ☐ IRA contributions |
| ☒ 125 cafeteria plan, FSAs and HSAs | ☐ Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- | | |
|--|--|
| ☐ Health plan, dental, vision benefits | ☐ Group term or whole life insurance < \$50,000 |
| ☐ Workers compensation premiums | ☐ Other: _____ |
| ☐ Short- or Long-term disability premiums | |

Mandatory Contributions apply: YES ☒ NO ☐

Taxable Fringe Benefits apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ Clothing reimbursement | ☒ Group term life insurance > \$50,000 |
| ☐ Stipends for health insurance opt out payments | ☐ Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- | | |
|---|---------------------------------------|
| ☐ Workers compensation settlement payments | ☐ Other: _____ |
|---|---------------------------------------|

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106126

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Muskegon

at a Board Meeting which took place on: 12/08/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Contribution Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Contribution (DC) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Muskegon, City of

Municipality number 611601

This is an amendment of the existing MERS Defined Contribution Agreement.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 611601106185

Division name 106185

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS, such as "Clerical staff working more than 160 hours in a month," "Elected Officials" or "Admin working >32 hours per week," etc.:

Clerical Staff hired after 1/1/2006 working more than 1664 hours per year.

Employee classification contains **public safety employees:** ☐ Yes ☒ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106185

If you elect to include a special classification (chart below), then the employee will be required to participate in the employer and employee contributions adopted in your plan. An excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>1664</u> per <u>year</u> .	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from <u>April</u> to <u>October</u> only.	☐	☒	☐
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

- ☒ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106185

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an “hours-reported” method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106185

2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions. Wages are strongly recommended to be reported with regular wage/contribution reports to MERS. Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	Base Wages	Box 1 Wages	Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106185

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|--|---------------------------------------|
| ☒ Salary or hourly wage X hours | ☐ On-call pay |
| ☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | ☐ Other: _____ |

Other Wages apply: YES ☒ NO ☐

- | | |
|--|--|
| ☐ Shift differentials | ☐ Severance issued over time (weekly/bi-weekly) |
| ☒ Overtime | ☒ Other: <u>Residency Bonus</u> |

Lump Sum Payments apply: YES ☒ NO ☐

- | | |
|---|--|
| ☐ PTO cash-out | ☐ Educational degrees |
| ☐ Longevity | ☒ Moving expenses |
| ☐ Bonuses | ☐ Sick payouts |
| ☐ Merit pay | ☐ Severance (if issued as lump sum) |
| ☐ Job certifications | ☐ Other: _____ |

Taxable Payments apply: YES ☐ NO ☒

- | | |
|---|--|
| ☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | ☐ Car allowance |
| ☐ Prizes, gift cards | ☐ Other: _____ |
| ☐ Personal use of a company car | |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- | | |
|---|---|
| ☐ Gun, tools, equipment, uniform | ☐ Mileage reimbursement |
| ☐ Phone | ☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| ☐ Fitness | ☐ Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ 457 employee and employer contributions | ☐ IRA contributions |
| ☒ 125 cafeteria plan, FSAs and HSAs | ☐ Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- | | |
|--|--|
| ☐ Health plan, dental, vision benefits | ☐ Group term or whole life insurance < \$50,000 |
| ☐ Workers compensation premiums | ☐ Other: _____ |
| ☐ Short- or Long-term disability premiums | |

Mandatory Contributions apply: YES ☒ NO ☐

Taxable Fringe Benefits apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ Clothing reimbursement | ☒ Group term life insurance > \$50,000 |
| ☐ Stipends for health insurance opt out payments | ☐ Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- | | |
|---|---------------------------------------|
| ☐ Workers compensation settlement payments | ☐ Other: _____ |
|---|---------------------------------------|

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106185

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Muskegon

at a Board Meeting which took place on: 12/08/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Contribution Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Contribution (DC) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Muskegon, City of

Municipality number 611601

This is an amendment of the existing MERS Defined Contribution Agreement.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 611601106211

Division name 106211

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS, such as "Clerical staff working more than 160 hours in a month," "Elected Officials" or "Admin working >32 hours per week," etc.:

Department of Public Works employees, Engineering Staff employees, Inspectors, Parking Enforcement staff hired after 1/1/2006 working more than 1664 hours per year

Employee classification contains **public safety employees:** ☐ Yes ☒ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106211

If you elect to include a special classification (chart below), then the employee will be required to participate in the employer and employee contributions adopted in your plan. An excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>1664</u> per <u>year</u> .	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from <u>April</u> to <u>October</u> only.	☐	☒	☐
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

- ☒ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106211

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an “hours-reported” method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106211

2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions. Wages are strongly recommended to be reported with regular wage/contribution reports to MERS. Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	 Base Wages	 Box 1 Wages	 Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106211

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|--|---|
| ☒ Salary or hourly wage X hours | ☒ On-call pay |
| ☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | ☐ Other: _____ |

Other Wages apply: YES ☒ NO ☐

- | | |
|--|--|
| ☐ Shift differentials | ☐ Severance issued over time (weekly/bi-weekly) |
| ☐ Overtime | ☒ Other: <u>Residency Bonus</u> |

Lump Sum Payments apply: YES ☒ NO ☐

- | | |
|---|--|
| ☐ PTO cash-out | ☐ Educational degrees |
| ☐ Longevity | ☒ Moving expenses |
| ☐ Bonuses | ☐ Sick payouts |
| ☐ Merit pay | ☐ Severance (if issued as lump sum) |
| ☐ Job certifications | ☐ Other: _____ |

Taxable Payments apply: YES ☐ NO ☒

- | | |
|---|--|
| ☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | ☐ Car allowance |
| ☐ Prizes, gift cards | ☐ Other: _____ |
| ☐ Personal use of a company car | |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- | | |
|---|---|
| ☐ Gun, tools, equipment, uniform | ☐ Mileage reimbursement |
| ☐ Phone | ☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| ☐ Fitness | ☐ Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ 457 employee and employer contributions | ☐ IRA contributions |
| ☒ 125 cafeteria plan, FSAs and HSAs | ☐ Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- | | |
|--|--|
| ☐ Health plan, dental, vision benefits | ☐ Group term or whole life insurance < \$50,000 |
| ☐ Workers compensation premiums | ☐ Other: _____ |
| ☐ Short- or Long-term disability premiums | |

Mandatory Contributions apply: YES ☒ NO ☐

Taxable Fringe Benefits apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ Clothing reimbursement | ☒ Group term life insurance > \$50,000 |
| ☐ Stipends for health insurance opt out payments | ☐ Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- | | |
|---|---------------------------------------|
| ☐ Workers compensation settlement payments | ☐ Other: _____ |
|---|---------------------------------------|

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106211

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Muskegon

at a Board Meeting which took place on: 12/08/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Contribution Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Contribution (DC) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Muskegon, City of

Municipality number 611601

This is an amendment of the existing MERS Defined Contribution Agreement.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 611601106242

Division name 106242

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS, such as "Clerical staff working more than 160 hours in a month," "Elected Officials" or "Admin working >32 hours per week," etc.:

Police officers hired after 7/28/2006 working more than 1747 hours per year.

Employee classification contains **public safety employees:** ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106242

If you elect to include a special classification (chart below), then the employee will be required to participate in the employer and employee contributions adopted in your plan. An excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>1747</u> per <u>year</u> .	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from <u>April</u> to <u>October</u> only.	☐	☒	☐
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

- ☒ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106242

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an “hours-reported” method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106242

2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions. Wages are strongly recommended to be reported with regular wage/contribution reports to MERS. Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	☐ Base Wages	☐ Box 1 Wages	☐ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106242

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|--|---------------------------------------|
| ☒ Salary or hourly wage X hours | ☐ On-call pay |
| ☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | ☐ Other: _____ |

Other Wages apply: YES ☒ NO ☐

- | | |
|--|--|
| ☐ Shift differentials | ☐ Severance issued over time (weekly/bi-weekly) |
| ☐ Overtime | ☒ Other: <u>Residency Bonus</u> |

Lump Sum Payments apply: YES ☒ NO ☐

- | | |
|---|--|
| ☐ PTO cash-out | ☐ Educational degrees |
| ☐ Longevity | ☒ Moving expenses |
| ☐ Bonuses | ☐ Sick payouts |
| ☐ Merit pay | ☐ Severance (if issued as lump sum) |
| ☐ Job certifications | ☐ Other: _____ |

Taxable Payments apply: YES ☐ NO ☒

- | | |
|---|--|
| ☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | ☐ Car allowance |
| ☐ Prizes, gift cards | ☐ Other: _____ |
| ☐ Personal use of a company car | |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- | | |
|---|---|
| ☐ Gun, tools, equipment, uniform | ☐ Mileage reimbursement |
| ☐ Phone | ☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| ☐ Fitness | ☐ Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ 457 employee and employer contributions | ☐ IRA contributions |
| ☒ 125 cafeteria plan, FSAs and HSAs | ☐ Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- | | |
|--|--|
| ☐ Health plan, dental, vision benefits | ☐ Group term or whole life insurance < \$50,000 |
| ☐ Workers compensation premiums | ☐ Other: _____ |
| ☐ Short- or Long-term disability premiums | |

Mandatory Contributions apply: YES ☒ NO ☐

Taxable Fringe Benefits apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ Clothing reimbursement | ☒ Group term life insurance > \$50,000 |
| ☐ Stipends for health insurance opt out payments | ☐ Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- | | |
|---|---------------------------------------|
| ☐ Workers compensation settlement payments | ☐ Other: _____ |
|---|---------------------------------------|

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 611601106242

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Muskegon

at a Board Meeting which took place on: 12/08/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 8, 2020	Title: Non-Union Pay/Benefits
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking approval of the 2021 Non-Union Employee Wage and Benefit Program as detailed below.	
Detailed Summary: The following changes are proposed: 1. With CPI below 1% and unknown long-term impacts of COVID-19, we are seeking an equivalent 0.75% lump sum payment to all non-union staff in lieu of a cost-of-living adjustment. The payments would be equalized so all eligible employees received the same lump sum amount of \$500. Based on 52 eligible employees, the total cost of this benefit is estimated at \$26,000, plus applicable payroll taxes and benefits equal to \$5,200. 2. Every March, employees are able to cash out a portion of the value of their accrued and unused sick time. To receive the full value, the employee is required to deposit the proceeds directly into a retirement savings account or a dependent college savings fund. We are asking to make an exception this year and remove the requirement to invest those funds into either of those savings accounts. This should be cost-neutral to the city. We would recommend that this be a one-year benefit change. No budget amendment will be necessary.	
Amount Requested: \$31,200	Amount Budgeted: \$31,200
Fund(s) or Account(s): Various	Fund(s) or Account(s): Various
Recommended Motion: Approve the non-union pay employee wage and benefit program as detailed.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 8, 2020	Title: Body Camera Purchase
Submitted By: Director Jeffrey Lewis	Department: Public Safety
Brief Summary: The Public Safety Department (Police) is requesting permission to purchase Motorola/WatchGuard Body Worn Cameras and In-Car Video Systems for our marked police cars.	
Detailed Summary: The Public Safety Department (Police) is requesting to contract with Motorola/WatchGuard to purchase seventy (70) body worn cameras to be worn by Muskegon Police Officers. In order to integrate our systems, twenty-four (24) in car video systems will also be purchased, replacing our current L-3/SafeFleet in car systems. We will be able merge audio/video files from both body worn camera and in-car video to be stored and viewed in one file. We would not have this capability if we stayed with L-3/SafeFleet's product. In consulting with IT, we were experiencing more long term technical issues with the performance of our current L-3/SafeFleet product and it was recommended we upgrade to the Motorola/Watchguard system. We were able to negotiate a significant discount to cover the remaining product life of our current system.	
Amount Requested: \$477,499.33	Amount Budgeted: \$0
Fund(s) or Account(s): General Fund 101	Fund(s) or Account(s): N/A
Recommended Motion: Approval for the purchase of body cameras and in-car video systems for the Muskegon Police Department.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



4RE/VISTA Price Quote

CUSTOMER: Muskegon Police Department

ISSUED: 11/5/2020 11:55 AM

EXPIRATION: 12/11/2020 6:00 AM

980 Jefferson St.,
Muskegon, MI,
49443

**TOTAL PROJECT ESTIMATED AT:
\$477,499.33**

ATTENTION: Captain Dennis Lord

SALES CONTACT: David Stum

PHONE: 231-724-6750

DIRECT: (469) 640-5201

E-MAIL: dennis.lord@shorelinecity.com

E-MAIL: david.stum@motorolasolutions.com

Additional Products

\$0.00

4RE and VISTA Proposal

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	24.00	\$200.00	\$200.00	\$0.00

4RE Interview System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Interview Room Camera System. Includes two cameras, one dome and one covert camera. Also includes a microphone, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software.	1.00	\$5,195.00	\$371.00	\$4,824.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	24.00	\$200.00	\$20.00	\$4,320.00
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP	4.00	\$250.00	\$0.00	\$1,000.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	1.00	\$0.00	\$0.00	\$0.00

Additional Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-WGV-RED-E01	Software, REDACTIVE(sm), Enterprise User License, Rev 3.0	1.00	\$5,995.00	\$0.00	\$5,995.00
WAR-WGR-MNT-3YR	REDACTIVE(sm), Software Support &	1.00	\$2,795.00	\$0.00	\$2,795.00

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

Maintenance, 3-Year Bundle

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	\$2,500.00	\$0.00	\$2,500.00
Freight	Shipping/Handling and Processing Charges	1.00	\$25.00	\$0.00	\$25.00
					\$21,459.00

V300 Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	46.00	\$995.00	\$48.00	\$43,562.00
VIS-300-VTS-KIT	Transfer Station II Kit, Incl. Power & AC Cables, Label and Docs	9.00	\$1,495.00	\$171.00	\$11,916.00
VIS-300-BAT-RMV	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	20.00	\$99.00	\$0.00	\$1,980.00
4RE-STD-GPS-RV2	V300 and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the V300 Continuous Use Wearable Camera with 12 hours continuous HD recording, one camera mount, 128 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	24.00	\$5,550.00	\$328.88	\$125,306.88
WAR-300-CAM-NOF	Warranty, V300 3 Year, No-Fault	70.00	\$450.00	\$0.00	\$31,500.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	24.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	24.00	\$100.00	\$0.00	\$2,400.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	24.00	\$200.00	\$0.00	\$4,800.00
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	24.00	\$325.00	\$0.00	\$7,800.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	24.00	\$450.00	\$0.00	\$10,800.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$1,830.00	\$0.00	\$1,830.00
					\$241,894.88

EvidenceLibrary.com

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-UNL-ASD	Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Annually per device	350.00	\$495.00	\$0.00	\$173,250.00

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-UPL-SRV-501	Server, Upload, 1U, EvidenceLibrary.com, 60 Concurrent Devices, 5 Year Warranty	1.00	\$4,500.00	\$0.00	\$4,500.00
					\$177,750.00

EvidenceLibrary.com

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-UNL-SHD	Evidencelibrary.com, Software and Hosting, Unlimited Shared, Annually per device	120.00	\$695.00	\$0.00	\$83,400.00
					\$83,400.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$17,291.12
Additional Quote Discount	\$47,004.55
Total Amount	\$477,499.33

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



WATCHGUARD V300 **CONTINUOUS-OPERATION BODY CAMERA**

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.



KEY FEATURES

DETACHABLE BATTERY – Easily change the WatchGuard V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body camera is required.

AUTOMATIC WIRELESS UPLOADING – Send critical video back to headquarters while still in the field. When docked in the vehicle, the V300 uploads to evidence management systems via wireless networks like LTE and FirstNet, anytime, anywhere.

INTEGRATED WITH IN-CAR SYSTEM – One or more V300 cameras and a WatchGuard 4RE® in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

NATURAL FIELD OF VIEW – Eliminate the fisheye effect from wide-angle lenses that warps video footage. Our distortion correction technology provides a clear and complete evidence review process.

ABSOLUTE ENCRYPTION – Elevate your data security with encryption at rest and in transit technology. V300 guards your data and your reputation.

INCIDENT RECOVERY – Go back in time and capture video from events days after they happened, even when a recording wasn't automatically triggered or initiated by the officer. Don't rely on mere seconds of pre-event buffering to prove your case.

SPECIFICATIONS

Weight
6.8 ounces

Depth
1 1/8"

Storage
128 GB

IP Rating
IP 67

Resolution
1080p, 720p and 480p

Microphones
Dual

Vertical Field of View
Electronic Turret +15° /- 20°

Field of View
130°

Encryption
At rest and in transit

For more information, visit www.watchguardvideo.com



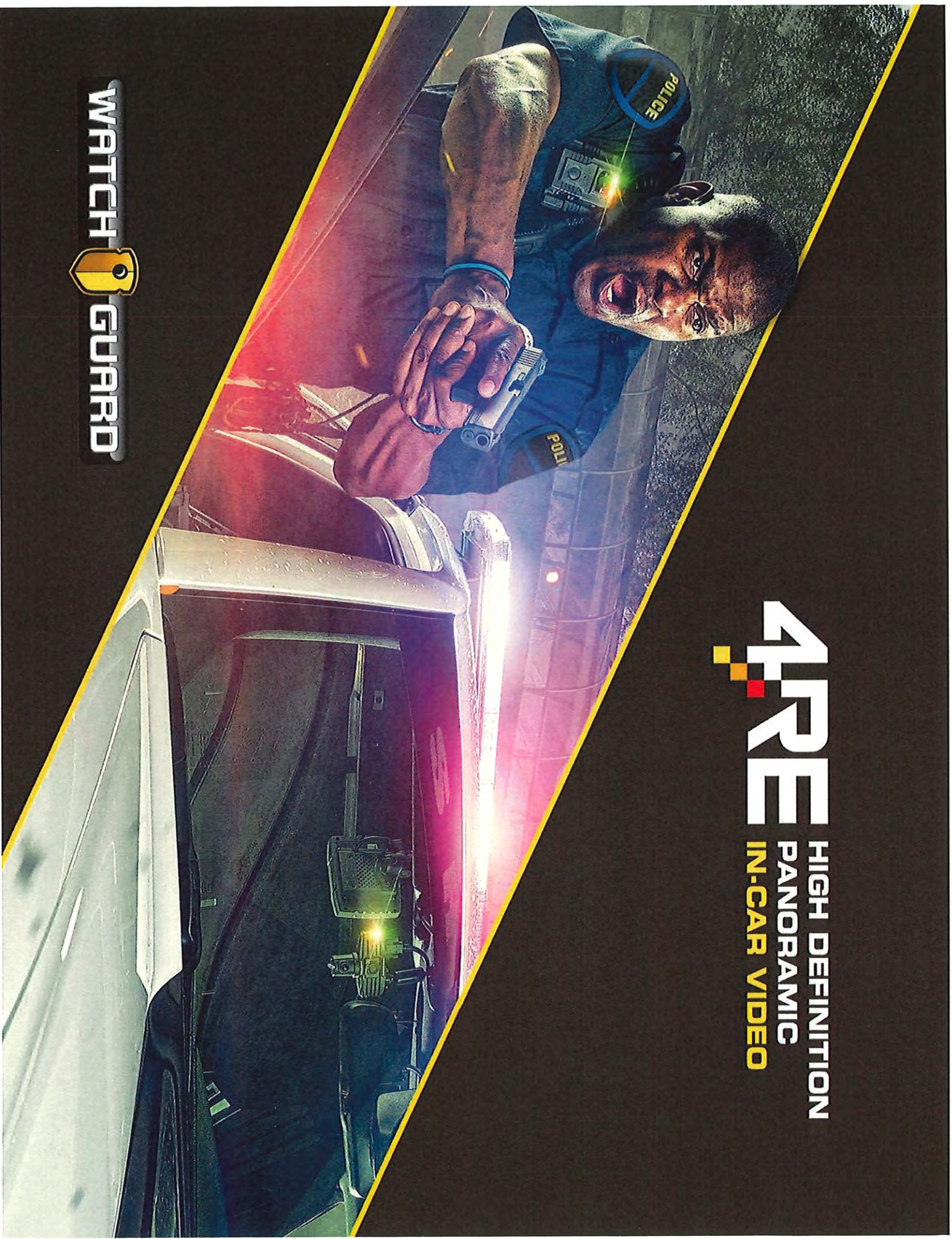
Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved. 02-2020



4K HIGH DEFINITION
PANORAMIC
IN-CAR VIDEO

WATCH GUARD



4RE® HD PANORAMIC IN-CAR VIDEO WITH INTEGRATED VISTA BODY CAMERA

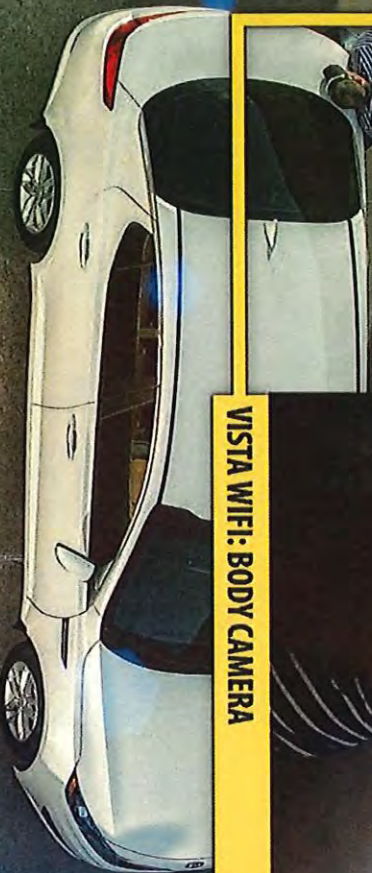
- High Definition in-car video system provides the critical third-person point of view of incidents
- Panoramic X2 camera extends the coverage area in front of the vehicle while secondary cameras cover the backseat and around the vehicle
- Full integration with VISTA body-worn cameras provides synchronized video from multiple vantage points
- Automatic uploading of recorded events from the 4RE and integrated VISTA body-worn camera using cellular and WiFi networks saves officers time



ONE INTEGR



VISTA WIFI: BODY CAMERA



- Primary HD
- Secondary
- Panoramic HD

WATCHGUARD 4RE THE INDUSTRY'S #1 CHOICE

WatchGuard 4RE is the largest in-car camera system development effort in the history of the in-car video industry. 4RE substantially outsells all other in-car video systems and wins 85% of competitive evaluations.

WatchGuard Video has multiple patents from the U.S. Patent and Trademark Office related to the technology used in the WatchGuard 4RE system.

WATCH GUARD

Bookmark

04/22/15 12:26:15
N33.09717 W96.67455

Hide



POWER

MENU

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

RECORD

STOP

REVIEW

1 2 3 4

CAMERAS

MICROPHONES

POWER

M

CLARITY WITHOUT COMPROMISE

MULTIPLE RESOLUTION RECORDING

Recording every incident in High Definition dramatically increases the cost of data storage and the time to wirelessly transfer files. WatchGuard 4RE uses a patented multiple resolution recording technology to effectively eliminate the extra cost and transfer time associated with High Definition video.



4RE = FOUR RESOLUTION ENCODING

WatchGuard 4RE records in both High Definition and a lower resolution simultaneously. Important (*court-bound*) incidents are automatically saved in High Definition (720p) while routine events (*usually 95% of recordings*) are automatically saved at the lower resolution (480p).

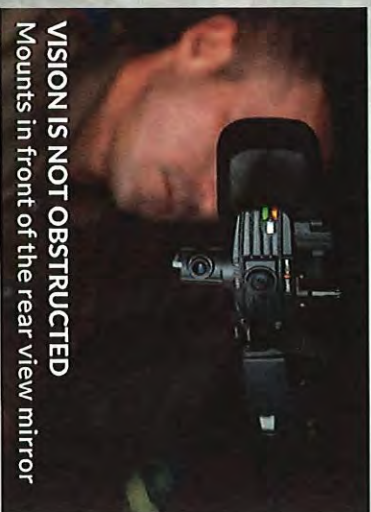
EVENT CATEGORIES DETERMINE WHICH RESOLUTION IS KEPT

Each agency sets up their own custom list of recorded event categories and chooses which categories are to be kept in High Definition. Officers simply select the event type, and the system does the rest.



EXPAND THE VIEW - KEEP THE DETAILS

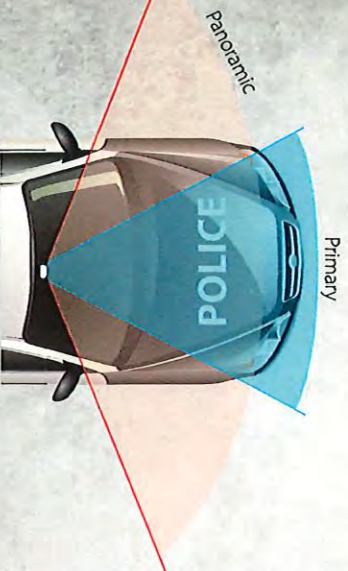
4RE PANORAMIC X2 INCLUDES 2 HD CAMERAS



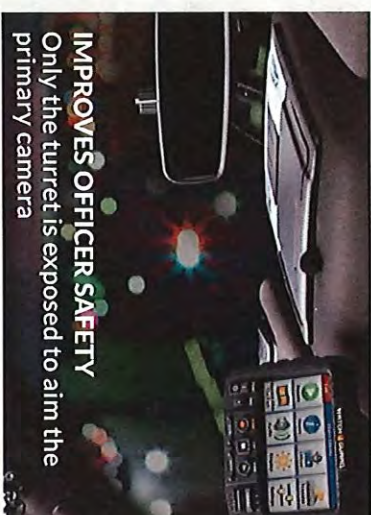
VISION IS NOT OBSTRUCTED
Mounts in front of the rear view mirror

68° PRIMARY HD CAMERA

- Provides highly detailed images
- License plates are legible up to 38 feet
- Built into a rotatable turret to be aimed as needed



FULL COVERAGE - NO COMPROMISES



IMPROVES OFFICER SAFETY
Only the turret is exposed to aim the primary camera

HD PANORAMIC STRIP CAMERA

- Covers everything in front of the car
- Fixed position gives pillar coverage



Primary: 1280 x 720

Panoramic: 1280 x 240



PANORAMIC IS ONLY KEPT WHEN NEEDED

- The Panoramic camera is normally set to record in the background
- After the recording is stopped, officers can choose to include the background recording
- Included camera views are saved and uploaded automatically
- Unsaved background recordings stay on the hard drive for several days
- Record-After-the-Fact can be used to retrieve and upload an unsaved panoramic view if it is later discovered it was needed
- Since the panoramic view is only kept when needed, it has very little impact on the total amount of storage required

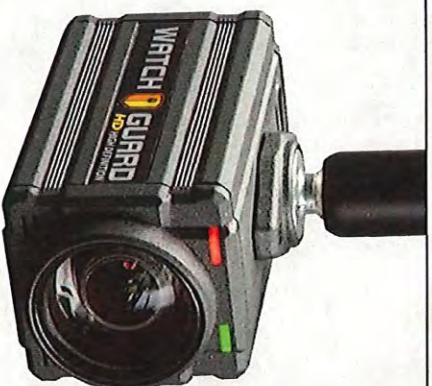
SUPERIOR IMAGE QUALITY

AVAILABLE WITH
3 HD CAMERA OPTIONS



PANORAMIC X2 CAMERA

- 68° Primary camera field of view
- 16:9 Wide screen aspect ratio
- Panoramic Strip camera
- 16:3 Ultra-wide screen aspect ratio
- Both cameras are U-WDR 720p



HD MINI ZOOM CAMERA

- 57° Max field of view
- 12X Optical zoom
- 16:9 Wide screen aspect ratio
- U-WDR 720p



ZERO SIGHT-LINE (ZSL) CAMERA

- 68° Field of view
- 16:9 Wide screen aspect ratio
- Zero visual obstruction
- U-WDR 720p

USES 2 SEPARATE EXPOSURES



Light Exposure



Dark Exposure



ULTRA-WIDE DYNAMIC RANGE CAMERA TECHNOLOGY

- Dramatically improves video quality
- Much higher nighttime sensitivity
- Eliminates the "Back-light" button
- Perfect exposures even when facing the sun
- Rich colors even in low light conditions

Takes a dark exposure and a light exposure for each frame of video. Keeps dark areas from turning black and bright areas from becoming over-exposed.

INTEGRATED BODY-WORN CAMERAS

	 VISTA XLT	 VISTA WiFi	 VISTA
DESIGN	TWO-PIECE	ONE-PIECE	ONE-PIECE
CAMERA(S)	HEAD-MOUNT BODY-MOUNT	BULFIN	BULFIN
SYNCHRONIZES WITH 4E	YES	YES	NO
WI-FI AND GPS	YES	YES	NO
HD RECORDING	12 HOURS	9 - 11 HOURS*	11 HOURS** 7 HOURS
SD RECORDING	13 HOURS	10 - 12 HOURS*	12 HOURS** 8 HOURS

HD and SD recording time may vary based on environmental conditions and feature use

* VISTA WiFi Recording time may vary based on the utilization of GPS and WiFi radios

** VISTA is available in Extended and Standard versions

SECONDARY CAMERAS



INFRARED CABIN CAMERA (INCLUDED)

- 90° Field of view
- Built-in infrared illumination
- Standard resolution color CCD



SIDE OR REAR FACING CAMERAS (OPTIONAL)

- 74° Field of view
- Sony Super HAD color CCD

INTUITIVE TOUCH SCREEN DISPLAY



Actual Size

Direct access keys for all primary functions make operation quick and simple. The beautiful graphical user interface makes 4RE easy to understand.

COMPUTER INTEGRATION OPTION

The WatchGuard 4RE system can be integrated with a mobile data computer with the optional 4RE Mobile App.



MULTI-CAMERA SPLIT SCREEN

- The screen automatically optimizes the layout to display the active cameras
- Individual cameras can be isolated for full screen viewing

The standard 4RE system can record and display 3 cameras simultaneously.

- Primary HD camera
- HD Panoramic Strip camera
- Infrared Cabin camera

With the optional 4RE Expansion Card, the system can simultaneously record and display 6 cameras to provide a full 360° view around the car.

- Primary HD camera
- HD Panoramic Strip camera
- 4 Additional standard resolution cameras
 - Infrared Cabin camera
 - 2 Side view cameras
 - 1 Rear view camera

HiFi WIRELESS MICROPHONE

HEAR WHAT YOU'VE BEEN MISSING!

NEAR CD AUDIO QUALITY

3X Better frequency response

1-2 MILES OF RANGE (LINE OF SIGHT)

Maintain audio through buildings
(high power, 900 MHz)

EXTRAORDINARY BATTERY LIFE

1 Week of typical use on a
single charge

CONTINUOUS TALK TIME

More than 12 hours
(dependent on distance)

INTELLIGENT STANDBY

Up to 25 days (patented)

RECHARGE TIME

2.5 Hours
(charges whether it's turned
off or left on)



Actual Size

**BEST HIGH FIDELITY
MICROPHONE IN
LAW ENFORCEMENT**

Built-in acoustic foam
wind barrier

The spring loaded slider
switch can manually
activate the mic or
temporarily mute the
audio

Rubber-overmolded
corners protect the mic if
it's dropped

BACK-LIT LCD STATUS DISPLAY



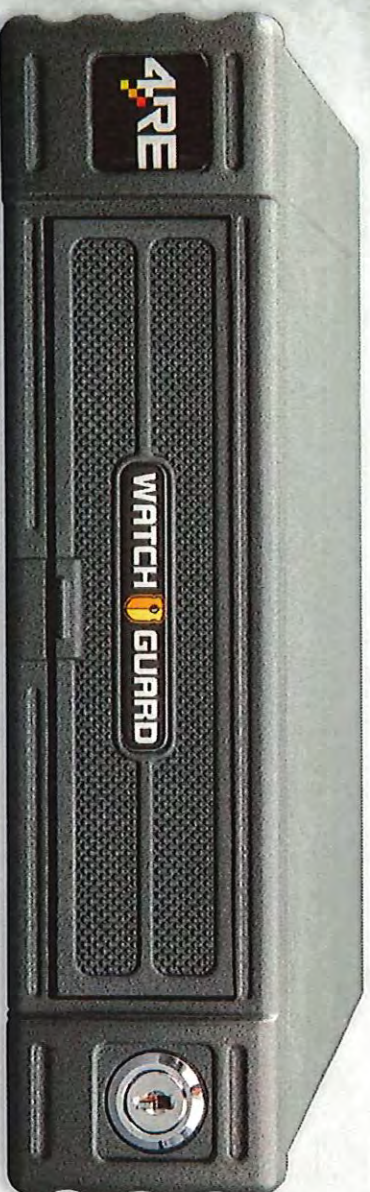
INCLUDES 2 CLIPS

Rotatable Alligator Clip

Duty Belt Clip

DUAL DRIVE ARCHITECTURE

INTEGRATED SOLID STATE HARD DRIVE AND REMOVABLE USB FLASH DRIVE



CERTIFIED to MIL SPEC STANDARDS (MIL STD 810-F)

REDUNDANT RECORDING

- Video is continuously recorded to the internal Solid State Hard Drive (SSHD)
- Active recordings are written to both the internal hard drive and the USB Flash Drive
- Continues to record even if the USB Flash Drive is full or missing
- Continues to record even during playback
- True industrial grade SSHD operates from -40°F to 185°F
- Integrated crash detection
- Integrated GPS for speed and location

4RE is the ONLY product on the market with a SECURE manual transfer option. Every other system leaves your agency exposed to the risk of data loss during manual transfers.



FULLY SECURED USB FLASH DRIVE



For easy access, the USB device automatically swings out 90° when the door is unlocked.

- Physical Security - Locked behind a cast zinc door
- USB Data Security - USB data encryption with Evidence Library
- Redundant Security - The video files are backed up on the hard drive

RECORD-AFTER-THE-FACT™



With 4RE, you never have to worry if the system recorded an important incident or not because 4RE is always recording to the hard drive (often called "Background Recording").

When something important happens that was not part of a normal triggered event, use Record-After-the-Fact to create a new incident recording from what happened in the past.

- Background recorded video is continuously looped on the hard drive
- Background video is typically available for the previous 2-3 shifts
- Just enter a start and a stop point to create a new event from the background video
- The new event will be uploaded and managed just like normal triggered events

Record-After-the-Fact is Patent Pending

**THE POWER TO GO BACK IN TIME AND
RECORD AN EVENT **AFTER** IT HAPPENED**



WatchGuard's Record-After-the-Fact has already been used to avoid countless lawsuits and solve hundreds of crimes, including many homicides.

- Indicates officers
- Provides crucial video for investigations
- It's the ultimate safety net

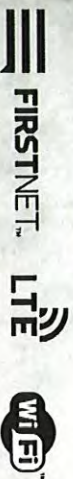


NEVER MISS A CRITICAL INCIDENT AGAIN!

AUTOMATIC WIRELESS UPLOADS

NEVER TIED TO THE STATION

Eliminate the need and time spent returning to the station to upload video evidence. The WatchGuard 4RE can be configured to automatically upload recorded events from the in-car system and integrated VISTA body-worn camera via a variety of wireless networks anywhere the officer may be, and anytime throughout the shift. A perfect solution for agencies with a take-home car policy.



DIRECT-TO-CLOUD OR ON-PREMISE

The power of the 4RE comes from its incredible flexibility. Recorded events can be automatically uploaded direct-to-cloud for use with WatchGuard's Evidencelibrary.com cloud-based evidence management system or direct-to-on-premise servers for use with WatchGuard's Evidence Library 4 Web on-premise evidence management system. Either way, your evidence gets to you where you need it.

AUTOMATIC UPLOAD PRIORITIZATION

Send and receive the most important events first. Configure the WatchGuard 4RE system to automatically prioritize the uploading of critical (court-bound) incidents ahead of more routine non-critical recordings.

UPLOAD EVIDENCE ANYWHERE, ANYTIME





LIVE VIDEO STREAMING

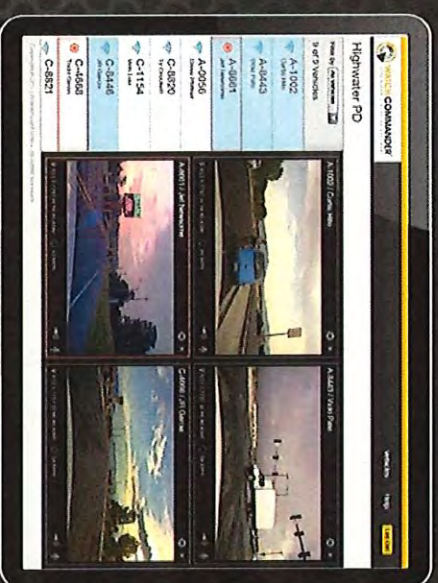
The Watch Commander live video streaming application enables agencies to securely view the live video and audio from wirelessly connected WatchGuard 4RE camera systems. View any camera, vehicle status, meta-data, GPS coordinates and more.

BUILT-IN HARDWARE SUPPORT

4RE outputs additional video streams that are optimized for lower bandwidth connections without sacrificing any high resolution recordings.

MOBILE ACCESS

Using a secure connection, Watch Commander can be viewed on mobile devices, such as iPads, tablets and phones.



MANAGE EVIDENCE



CLOUD SERVICE EvidenceLibrary.com™

ON-PREMISE SERVER Evidence Library 4 Web

STAND-ALONE PC Evidence Library Express

	CLOUD	CLOUD LOCAL	LOCAL
STORE EVIDENCE	CLOUD		
SHARE EVIDENCE	CLOUD DVD	CLOUD DVD	DVD
SYNCHRONIZE PLAYBACK	YES	YES	YES
MANAGE DEVICES	YES	YES	YES
MANAGE CASES	YES	YES	NO
USE AUDIT LOGS	YES	YES	NO

CLOUD SERVICE



EvidenceLibrary.com

Manage, store and share evidence securely in a cloud-hosted system.

ON-PREMISE SERVER



Evidence Library 4 Web

On-premise software accessible via web browser scales to support thousands of users with a range of permissions.

STAND-ALONE PC



Evidence Library Express (ELX)

Stand-alone system easily installs on an officer's in-car computer or an agency-provided PC.

STORE EVIDENCE

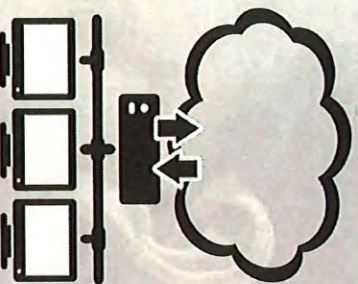
CLOUD STORAGE

Cloud storage allows agencies the convenience of storing digital evidence without the responsibility of maintaining, managing and backing up the drives in use. WatchGuard's Evidencelibrary.com evidence management system uses Microsoft Azure Government Cloud to host the system software and store the agency's digital evidence.



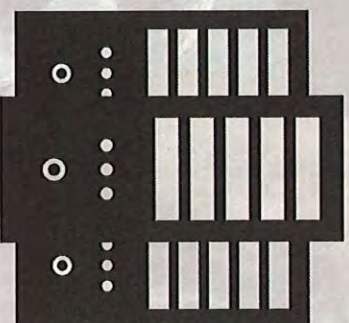
HYBRID STORAGE

Hybrid storage allows agencies to optimize the cost of storage and the performance of video playback by using a mix of on-premise and cloud-based storage devices. WatchGuard's Evidence Library 4 Web evidence management system with multi-tier storage capabilities provides agencies with the ability to automate the process of moving digital evidence files between on-premise and cloud storage devices.



ON-PREMISE STORAGE

Hard disk drives, resident in a stand-alone computer or enterprise server or available through an agency's network, provide the highest level of performance when searching, retrieving and playing stored video evidence. WatchGuard's Evidence Library 4 Web and Evidence Library Express evidence management systems make use of on-premise storage in a wide array of configurations, including the ability to offload events to DVDs.



MULTI-TIER STORAGE

EASY AUTOMATION

Automate when evidence files move from one storage tier to another.



CATEGORY-BASED RULES

Assign evidence retention periods to event categories, creating rules for long-term archival or removal.



WATCHGUARD
CLOUD-SHIELD

SHARE VIA THE CLOUD

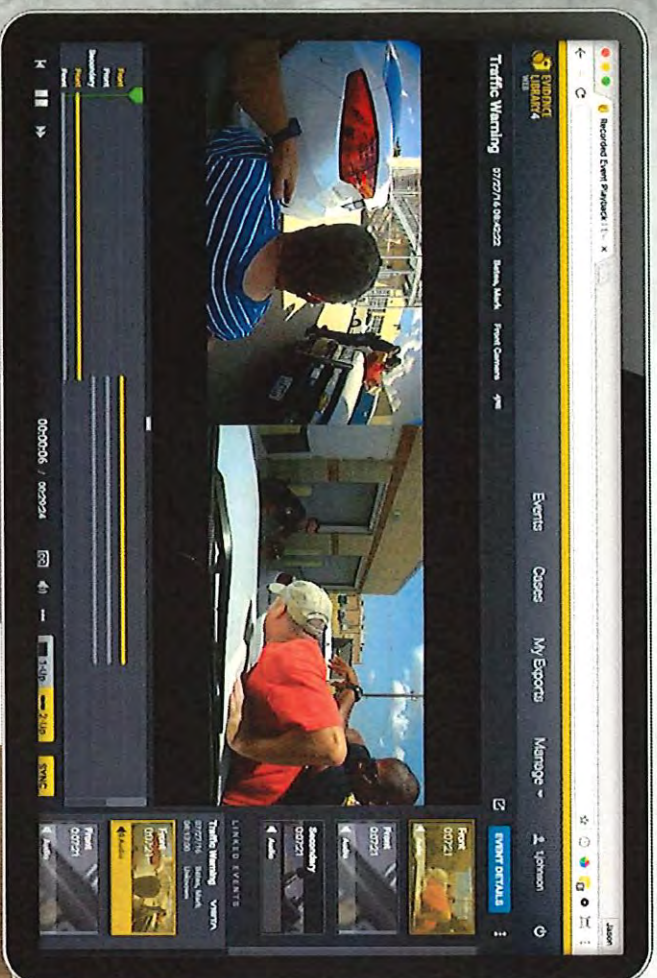
USE CLOUD-SHARE WITH EVIDENCELIBRARY.COM OR EVIDENCE LIBRARY 4 WEB



TRACK EVIDENCE EASILY

- | Organizational Information | | | | | | | | | |
|----------------------------|-----------|-------------------------|--------------|----------|-----------|-------------------------|--------------|----------|-----------|
| Organizational Information | | | | | | | | | |
| Reference Label | Item ID | Item | To | From | Item ID | Item | To | From | Item ID |
| Case 10-01-00001-00001-00 | 604781723 | Public Private Document | 1 Recipient | 21/09/15 | 604781723 | Public Private Document | 1 Recipient | 21/09/15 | 604781723 |
| Case 10-01-00001-00001-00 | 604781724 | Public Private Document | 4 Recipients | 01/09/15 | 604781724 | Public Private Document | 4 Recipients | 01/09/15 | 604781724 |
| Case 10-01-00001-00001-00 | 604781725 | Public Private Document | 1 Recipient | 01/09/15 | 604781725 | Public Private Document | 1 Recipient | 01/09/15 | 604781725 |
| Case 10-01-00001-00001-00 | 604781726 | Public Private Document | 1 Recipient | 01/09/15 | 604781726 | Public Private Document | 1 Recipient | 01/09/15 | 604781726 |
| Case 10-01-00001-00001-00 | 604781727 | Public Private Document | 3 Recipients | 01/09/15 | 604781727 | Public Private Document | 3 Recipients | 01/09/15 | 604781727 |
| Case 10-01-00001-00001-00 | 604781728 | Public Private Document | 1 Recipient | 01/09/15 | 604781728 | Public Private Document | 1 Recipient | 01/09/15 | 604781728 |
| Case 10-01-00001-00001-00 | 604781729 | Public Private Document | 4 Recipients | 01/09/15 | 604781729 | Public Private Document | 4 Recipients | 01/09/15 | 604781729 |
| Case 10-01-00001-00001-00 | 604781730 | Public Private Document | 3 Recipients | 01/09/15 | 604781730 | Public Private Document | 3 Recipients | 01/09/15 | 604781730 |
| Case 10-01-00001-00001-00 | 604781731 | Public Private Document | 2 Recipients | 01/09/15 | 604781731 | Public Private Document | 2 Recipients | 01/09/15 | 604781731 |
| Case 10-01-00001-00001-00 | 604781732 | Public Private Document | 3 Recipients | 01/09/15 | 604781732 | Public Private Document | 3 Recipients | 01/09/15 | 604781732 |

SYNCHRONIZE PLAYBACK



SEE AND HEAR WHAT HAPPENED

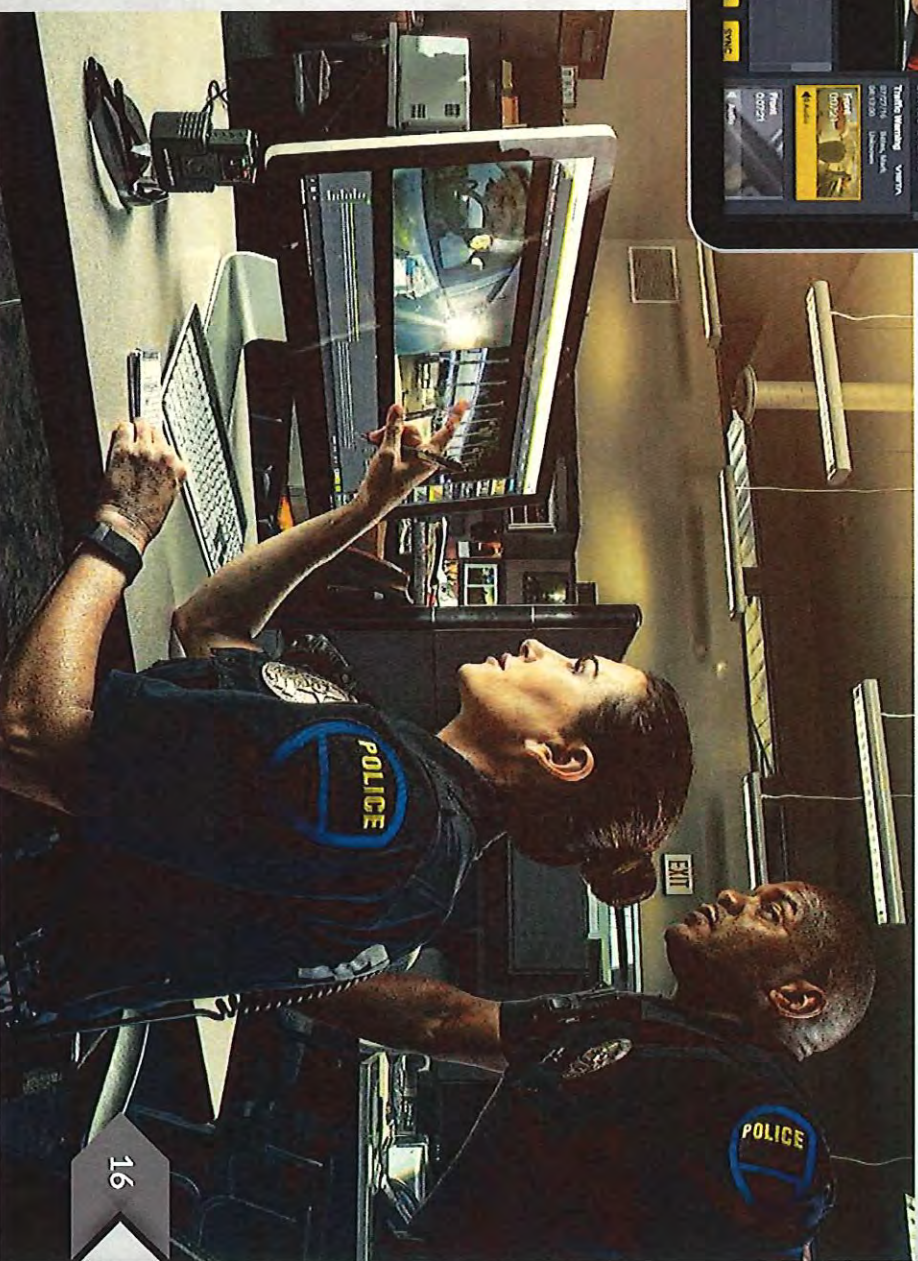
Synchronized playback allows the ability to watch the in-car and body-worn camera views simultaneously. Hear audio from the body camera while viewing the overall third-person perspective from the in-car camera.

NO WIRELESS MICROPHONE NEEDED

VISTA Wi-Fi-enabled cameras eliminate the need for the officer to wear a separate wireless microphone device.

EMBEDDED GPS TIMING DATA

- VISTA Wi-Fi-enabled and 4RE in-car cameras embed precise GPS time data into their video streams.
- Video from any WatchGuard GPS-enabled camera can be played with other WatchGuard recordings, even if the cameras were from different recording groups.



REDACT EVIDENCE

REDACTIVE®

VIDEO AND AUDIO REDACTION SOFTWARE

Fast and easy-to-use redaction software for use on a single computer or enterprise server.



AUTOMATED FACE DETECTION

REDACTIVE can quickly scan the entire video clip first, automatically detecting faces, so the user spends less time manually performing the task.



SPEEDS TIME TO FINISH

Select any object at any point in the video clip and REDACTIVE will automatically scan forward and backward to find it, allowing the user to redact the object before or after the selection point—or throughout the entire clip.



SIMPLE, SELECTIVE AUDIO MUTING

Select, preview and redact any portion of the audio track simply by highlighting the area.



SIX-MONTH MONEY-BACK GUARANTEE

WatchGuard is so confident that your agency will be satisfied with the WatchGuard® 4RE® system and the Evidencelibrary.com™ cloud storage solution, we are offering a six-month money-back guarantee, subject to the following conditions:

FACTORY GUARANTEED IMPLEMENTATION GUIDELINES:

EVIDENCE LIBRARY EXPRESS IMPLEMENTATIONS REQUIRE

- WatchGuard 4RE hardware to be installed as recommended
- WatchGuard training for administrators and user trainers
- The computer running ELX-3 to meet the recommended specifications

EVIDENCE LIBRARY 4 WEB IMPLEMENTATIONS REQUIRE

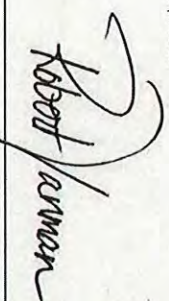
- WatchGuard 4RE hardware to be installed as recommended
- WatchGuard training for administrators and user trainers
- WatchGuard provided in-car wireless radios and antennas are used
- WatchGuard provided access points are used and installed as recommended
- Server computer(s) meet the recommended specifications
- On-site software installation and configuration is performed by WatchGuard
- Agency controlled VPN access for WatchGuard Customer Service is present

EVIDENCELIBRARY.COM IMPLEMENTATIONS REQUIRE

- Your systems are configured properly to Microsoft® Azure
- You comply with the Evidencelibrary.com Software-as-a-Service Subscription Agreement
- You allow access to systems to perform our Subscription Agreement obligations, as necessary

OUR PROMISE

We guarantee that the WatchGuard 4RE system, when sold as a Factory Guaranteed Implementation, and the Evidencelibrary.com cloud storage solution, when properly configured and supported, will work effectively and to your satisfaction. If, during the initial six months after purchase, you find that either the 4RE system or Evidencelibrary.com does not operate as intended, you have complied with all requirements, and our support is unable to resolve the issues, we will refund the purchase price.

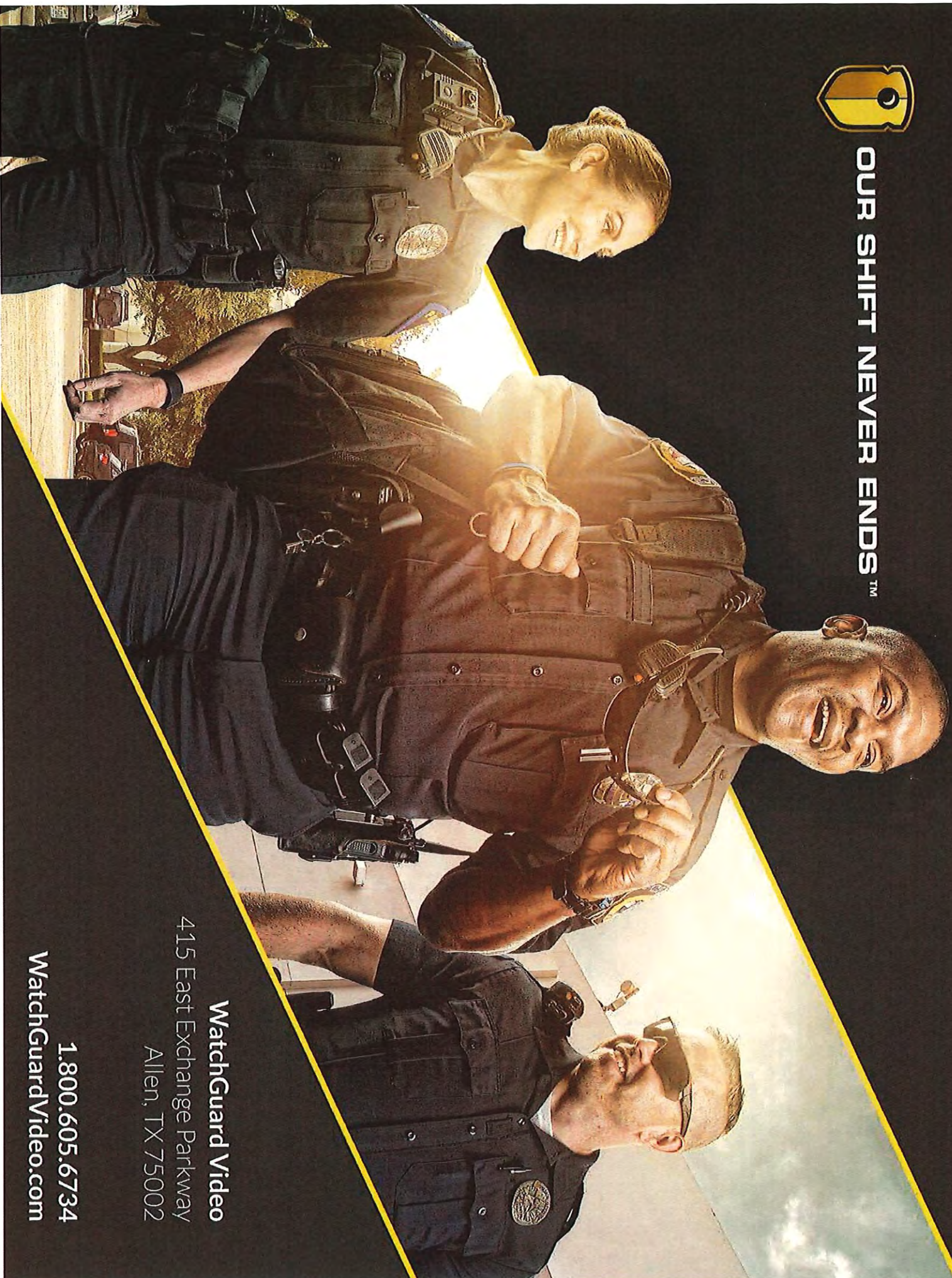


Robert Vanman, Chief Executive Officer





OUR SHIFT NEVER ENDS™



WatchGuard Video

415 East Exchange Parkway

Allen, TX 75002

1.800.605.6734

WatchGuardVideo.com

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 12/08/2020	Title: Beach Warning System
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Authorize staff to contract with SwimSmart Warning Systems to provide and install a beach warning system at Pere Marquette Park and to contract with Windemueller Electric to provide electrician services to assist with the installation.	
Detailed Summary: Staff has been working on the attached proposal with Jacob Soter from SwimSmart Warning Systems that will include installation of beach hazard warning systems at two locations within Pere Marquette Park. The locations will be at the bathhouse and at the kite shack building. At each location a wood pole will be installed with a dome light mounted to the pole, in addition a smaller set of lights will be mounted on the side of the building facing out towards the parking lot. The pole mounted light will be a red strobe light that will blink only during high hazard days on the beach, and we can install a shield if needed to shield the east side of the lights away from the houses along Beach Street though I would propose to do this later only if it becomes an issue. Based on preliminary information the two lights will provide a visual cue for the area from the Water Filtration Plant north to the Breakwater arms. No audible warning is included. The building mounted light will be a smaller three colored light in red/yellow/green that will indicated the NOAA supplied swim conditions for the day. The building mounted lights are smaller and meant to provide information to beach users as they move from the parking areas to the beach. Both lights will be wired into the electric service at each building and will be automatically controlled based on information provided through the NOAA website. This system will provide immediate updates supported by NOAA on a consistent basis and eliminate the need for staff to continuously monitor and adjust throughout the day. If approved the system would be proposed for installation in the Spring of 2021 and operational for beach season. Funding is proposed to be drawn from the Parks Department Contractual Services budget that is currently under budget based on the reduced expenses incurred to date during the current fiscal year.	
Amount Requested: \$13,600 \$7,600 – SwimSmart Warning Systems \$6,000 – Windemueller Electric	Amount Budgeted: \$0
Fund(s) or Account(s): 101-70751-5346	Fund(s) or Account(s): N/A
Recommended Motion:	

Authorize staff to contract with SwimSmart Beach Warning Systems and Windemueller Electric for the installation of a beach hazard warning system at Pere Marquette Park.

Check if the following Departments need to approve the item first:

Police Dept. ☐

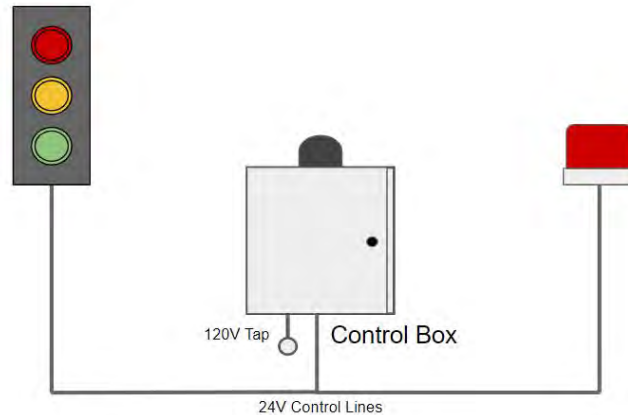
Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

The proposal is for two SwimSmart warning control “boxes” one on each of the two buildings on opposite ends of the beach. Each box will connect to a traffic light and a dome light. The length of wire should not exceed 50 feet for the dome light and ~250 feet for the traffic light. Thus, there is some required consideration for the location of the box relative to the lights. SwimSmart provides the lights, the control box, required mounting hardware, as well as specified lengths of wire for the lights installation. Please inform us on the length of wire needed between each light and the box.



The control box requires a 120V/240V 60Hz AC power supply on a minimum 15 Amp circuit. Appropriate wires and conduit feeding from the building connected to the power supply of the box must be available and wired by a certified electrician. Also, conduit feeding from the box to each of the lights must be supplied by the customer. SwimSmart will provide the wires of desired length connecting each of the lights to the box. In other words, we only supply the wires for the lights.

The hardware costs \$3,300 and \$25 a month per box, assisted installation costs \$1,000. Informative signs explaining the light are \$100 each. *The total is quoted at \$7,600 + \$50 per month + \$100 x the desired number of signs.* The monthly payment can be billed yearly if desired. The cost of the electrician as well as the required conduit/wire should also be taken into consideration when budgeting.

The hardware is set to be deliverable by the beginning of March. SwimSmart recommends making plans to install the devices well before the swim season. The phone application (Android) is expected to be completed prior to the same March deadline. However, the devices are currently SMS text message compatible and still function without an official phone application. A follow up email will be sent to the designated point of contact when the phone application is available for free download.

The labor costs associated with changing flags in the flag based warning system is a major source of the system's cost. Removing this labor cost with an electronic warning system is one of our main objectives. In the calculations below, the assumption is made that flags wear out after ~3 years of use. Also, this estimate assumes a seasonal swim season ranging May 1st to October 15th. The labor costs use the \$9.45 minimum wage of the state of Michigan and assume a single flag change takes 15 minutes. This estimate neglects any other expenses related to the employee or transportation. The estimate assumes the flag is changed twice a day. The warning light cost is an estimate and is temporarily set at this reduced rate for our early partners.

10 Year System Cost Estimates

Flagpole = \$4,100 (30') plus installation costs + \$200 sign **(\$4,300)**

Flags = \$25 per flag (x3 minimum per location) + repurchases due to wear **(\$225)**

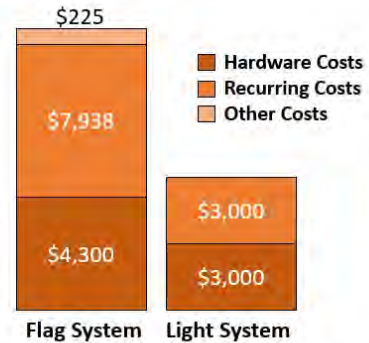
Labor = Someone to change flag every day (168 days - May 1st to October 15th)
+ 9.45 hr * (~1/4 hr) = ~\$2.36 per flag change x 2. (Gas, benefits, etc.) **(\$7,938)**

Per flag cost estimate: **\$12,463**

Light = \$3,000 plus installation costs (can vary greatly) **(\$3,000)**

+ \$25 a month (data, cloud services, and customer support) **(\$3,000)**

Per light cost estimate: **\$6,000**



Sources: Duluth FD, NWS Northern Indiana Office

Thank you for your interest in the SwimSmart beach warning system. We appreciate your willingness to partner with a budding Michigan company and look forward to working together to make Michigan beaches safer.



BEACONS



7975 SERIES Pulse® II

LED Beacon - Severe Vibration

ECCO's Heavy Duty 7975 Series LED beacons feature encapsulated electronics and are ideally suited to severe vibration applications including mining, construction and waste management. Offering Pulse8 flash pattern and 12-24 VDC operation these, heavy duty beacons also feature a robust aluminum base, both models are available with either a 5" or 7" height profile. Each version offers a combined 3 bolt/1" pipe mounting and a 5-year warranty.

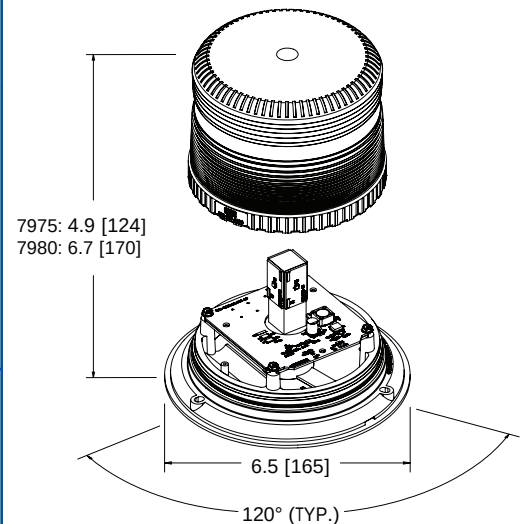
Models

PART NO.	BASE	LENS COLOR OPTIONS	LED COLOR
7975X	Aluminum	■ A ■ B ■ C ■ R ■ G	■ C
7980X	Aluminum	■ A ■ B ■ C ■ R ■ G	■ C

Replace "X" in part number with desired color: A = amber, B = blue, C = clear, G = green, R = red

Design Features

- 12-24 VDC, 3.6 Amps
- Choose profile height 5" (7975) or 7" (7980)
- 11 flash patterns
- Encapsulated electronics provide enhanced protection against dust, moisture and vibration
- Epoxy-filled, reinforced aluminum base, suitable for heavy-duty applications
- Polycarbonate lens
- Temperature Range: -22°F to +122°F (-30°C to +50°C)

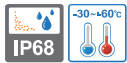


Parts & Accessories

- Lenses: 7975 - R6050LX
7980 - R6070LX

SSL series

LED Signal Lights for Container Spreaders



Provides excellent durability to extreme vibration and shock

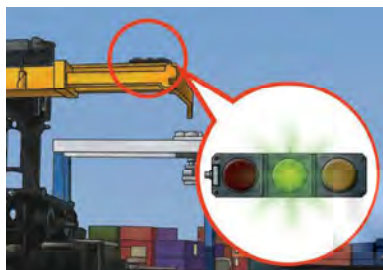
Suitable for container spreader, harbor loading equipment, and outdoor conveyor applications



**SSL100W/ SSL200W
SSL300W/ SSL400W**



**SSL100M/ SSL200M
SSL300M/ SSL400M**



SSL LED Steady Signal Lights for Container Spreaders

- Special anti-reflective lens applied to avoid mistaking the reflected sun light as a signal light (W type)
- M type has excellent visibility from a distance with clear and distinctive layer colors
- Superior durability in extreme vibration and shock thanks to a molded assembly process instead of conventional bolt fastened assembly method
- Customized color arrangement available(Lens color configuration is initiated from the side of cable entry)
- Materials : Housing-Al, Lens-PC
- Protection rating : IP68 (IEC60529)

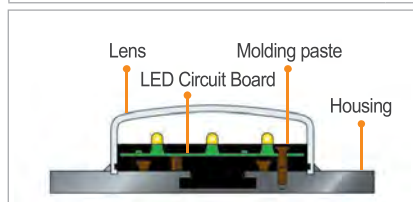
Specification						
Model number	Voltage	Current	Certificates	Weight	Cable entry	Color
SSL100	DC12V	0.280A		1.80kg	M12-5PIN (male)	● R-Red
	DC24V	0.151A		1.80kg		
	AC110V	0.040A		1.85kg		
	AC220V	0.040A		1.85kg		
SSL200	DC12V	0.560A		2.15kg	M12-5PIN (male)	● R-Red ● G-Green
	DC24V	0.302A		2.15kg		
	AC110V	0.080A		2.20kg		
	AC220V	0.080A		2.20kg		
SSL300	DC12V	0.840A		2.50kg	C10-Cable (Customization)	● R-Red ● A-Amber ● G-Green
	DC24V	0.453A		2.50kg		
	AC110V	0.120A		2.55kg		
	AC220V	0.120A		2.55kg		
SSL400	DC12V	1.120A		2.95kg	C10-Cable (Customization)	● R-Red ● A-Amber ● G-Green ● B-Blue
	DC24V	0.604A		2.95kg		
	AC110V	0.160A		3.00kg		
	AC220V	0.160A		3.00kg		

SSL series Vibration and Shock Test Conditions

Axial direction	Direction X	Direction Y	Direction Z
Vibration test conditions	10-38 Hz, 3.5mm 38-500 Hz, 20g 1 oct/min, 2 hours	10-38 Hz, 3.5mm 38-500 Hz, 20g 1 oct/min, 2 hours	10-38 Hz, 3.5mm 38-500 Hz, 20g 1 oct/min, 2 hours
Shock test conditions	50g 6 ms ±1000 shocks	50g 6 ms ±1000 shocks	50g 6 ms ±1000 shocks

Ordering Specification

SSL100W	-	24	-	R
[Model number]		[Voltage]		[Color]
• SSL100W • SSL200W • SSL300W • SSL400W	• SSL100M • SSL200M • SSL300M • SSL400M	• 12-DC12V • 24-DC24V • 110-AC110V • 220-AC220V		● R-Red ● A-Amber ● G-Green ● B-Blue



Cross-section of lens structure

SSL series has high resistance to vibration and shock by sealing the housing, lens, and LED circuit board together with epoxy mold compound.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 12/08/2020	Title: CZM Grant Application
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Authorize staff to submit a grant application to the Michigan Department of Environment, Great Lakes, and Energy (MDEGLE) through the Coastal Zone Management Program and provide resolution of support along with a commitment of matching funds.	
Detailed Summary: The State of Michigan is making available funding through the Coastal Zone Management (CZM) program to assist communities in supporting Great Lakes Coastal Zones. Staff would like to pursue a grant application within the program which requires a 50/50 match. The grant application would be focused on Grand Trunk Access Site. If awarded the grant would be used to fund completion of design plans related to the attached improvements that were previously submitted for an MDNR Land and Water Conservation Fund Grant which was later retracted. The proposed plan represents an overall investment of approximately \$1.5M dollars into improvements at the site and would be a potential project for multiple MDNR and USFWS grant opportunities. The estimated cost to prepare design plans is \$100,000. The goal of the grant would be to prepare a further refined and biddable design that could be used to pursue additional grant funding opportunities related to construction of the proposed improvements for the site. The earliest grant funding would be available is October 1, 2021 so any match dollars would be required within the 21/22 budget year. Submission of the grant application requires a commitment of matching funds and resolution of support from the City Commission.	
Amount Requested: \$50,000	Amount Budgeted: \$50,000 (FY21/22)
Fund(s) or Account(s): 404	Fund(s) or Account(s): 404
Recommended Motion: Approve staff to submit a Coastal Zone Management Grant through the State of Michigan Department of Environment, Great Lakes, and Energy for improvements at Grand Trunk Access Site and authorize the clerk to sign the attached resolution providing support and a commitment of matching funds.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

City of Muskegon Resolution

SUPPORT OF APPLICATION FOR GRAND TRUNK ACCESS SITE IMPROVEMENTS

WHEREAS, Muskegon City Commissioner supports the submission of an application titled, “Grand Trunk Boating Access Site Improvements” to the Michigan Coastal Management Zone Grant Program from completion of design engineering to develop conceptual plans for improvements at the site; and,

WHEREAS, the City of Muskegon desires to make improvements on the site to provide increased access to the shoreline and enhanced recreational activities; and,

WHEREAS, the proposed application is supported by the Community’s 5-year Approved Parks and Recreation Plan; and,

WHEREAS, funding is available from the U.S. Department of Commerce through the Coastal Management Program, and

WHEREAS, the City of Muskegon is hereby making a financial commitment to the project in the amount of \$50,000 matching funds in cash and/or force account should the project be selected; and

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners hereby authorizes submission of a Michigan Coastal Zone Grant for \$50,000 for completion of design plans to provide improvements at the Grand Trunk Boating Access Site, and further resolves to make available its financial obligation amount of \$50,000 for a total project cost of \$100,000 during the Cities 2021-2022 fiscal year.

Ayes:

Nayes:

Absent:

Motion Approved.

Dated this _____ of _____ 20__.

Stephen J. Gawron, Mayor

Ann Marie Meisch, City Clerk

Grand Trunk Boat Launch
Concept Plan

March 17, 2020



Landscape Legend		
	SHADE TREE	26
	EXISTING TREE	
	PERENNIAL BED	1,376 sf
	POLLINATOR HABITAT	80,446 sf
	STORMWATER AREA	10,702 sf
	WETLAND BUFFER	6,863 sf
	POLLINATOR HABITAT-INSTALLED	64,154 sf
	WETLAND BUFFER-INSTALLED	35,429 sf
	EMERGENT WETLAND-INSTALLED	63,503 sf
	OPEN WATER WETLAND-INSTALLED	317,729 sf
	AGGREGATE TRAILS	
	CONCRETE	



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 12/08/2020	Title: DWAM Grant Application
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Authorize staff to submit a grant application to the Michigan Department of Environment, Great Lakes, and Energy (MDEGLE) through the Drinking Water Asset Management Program.	
Detailed Summary: The State of Michigan is making available funding through the Drinking Water Asset Management (DWAM) program to assist communities in supporting the goals of asset management. Staff would like to pursue a grant application in the first quarter (due by January 1). Staff is still working to finalize the details of the application but it will likely include some or all of the following items: • Condition verification, and GPS point collection of all hydrants and valves and incorporation into city GIS system for improved record keeping and maintenance. • Field verification of lead service lines. Assistance to perform excavation and physical verification of questionable areas to guide future investment. • Updates to the water main information in the GIS system. The sanitary sewer and storm sewers were nearly fully collected during the previous funding cycle (SAW). This would get our water system to at or above the same level of accuracy. • Update to the system wide hydraulic model. Perform routine update to the hydraulic model that helps identify solutions to problem areas and guide future investment to maximize efficiency. • Update to the financial analysis and verification of rate study for future years. The funding for this program comes from the \$500M Clean Water investment announced by the state of Michigan earlier this year. The program offers a total of \$36.5M statewide for these efforts. There is zero match dollars required for this grant application. No formal resolution of support is required, however we wanted to make you aware of our intention to apply and offer an opportunity for comment.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): 591	Fund(s) or Account(s): 591
Recommended Motion:	

Authorize staff to submit for a Drinking Water Asset Management Grant through the State of Michigan Department of Environment, Great Lakes, and Energy in the 1st Quarter Application Period.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:



DRINKING WATER ASSET MANAGEMENT (DWAM)

GRANT OVERVIEW

Section 1001 of 2019 PA 57

Introduction

Under Section 1001 of Public Act 57 of 2019, the Michigan state legislature appropriated \$37.5 million for a grant program for Asset Management Plan (AMP) creation and/or distribution system materials inventory (DSMI). From the \$37.5 million, \$1 million will be awarded for public education efforts to water supply advisory councils created under Michigan's Lead and Copper Rule (LCR) through a separate request for proposal process. This leaves \$36.5 million for AMP and DSMI related activities.

Funding

The maximum grant award per applicant is \$1 million; applicants may apply multiple times until this maximum amount is awarded. There are no local match requirements.

Applications will be accepted continuously beginning October 15, 2020, until funding is exhausted. Applications will be scored and processed quarterly as discussed further below. Priority will be given to water supplies with a lead or copper Action Level Exceedance (ALE), and to systems with a high percentage of unknown service lines as indicated in their Preliminary DSMIs submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

\$15 million of the \$36.5 million total will be set-aside and made available for small and medium systems (populations serving 10,000 or less).

If all available program funds have not been allocated after one year, EGLE may re-evaluate system and program needs.

All grant related activities are expected to be complete within three years of an executed grant agreement.

Total grant award will be based on reasonably estimated costs and documentation provided by the grantee at the project onset. The grant will function on a reimbursement basis whereas work must occur, and associated invoices or documentation submitted to EGLE, prior to grant funds being paid to the grantee.

Final grantee deliverables must include a report summarizing the work completed under the grant, significant lessons learned, and any anticipated needs moving forward.

Eligibility

Type I Community Water Supplies, and Type II Nontransient Noncommunity supplies are eligible to apply. Applicants must not appear on the federal Debarment and Suspension List (www.sam.gov/SAM/), and must be in good standing with EGLE programs (i.e., no EGLE grant revoked or terminated and no demonstrated inability to manage a grant or meet obligations in a project contract with EGLE).

Eligible Activities

Grant funding is restricted to AMP creation/updates and/or DSMI related activities. Eligibility of activities will be project specific and determined on a case-by-case basis by EGLE. Eligible activities under the grant may include:

- Activities related to AMP updates including asset inventory and condition assessment, level of service, criticality assessment, revenue structure development, and Capital Improvement Planning.
- Activities related to verification of materials for final DSMI, including potholing/hydrovacating/trenching for inventory/planning purposes.

- Equipment purchases with acceptable justification, such as computer hardware or software used directly for asset management or materials assessment (i.e., vector trucks or utility vac air knife/air lance truck if used for potholing). Grant reimbursement for purchase of equipment used for multiple asset types will be limited to 25 percent of the purchase price. If the applicant can provide documentation illustrating the equipment will be shared with a neighboring community, EGLE will consider reimbursement up to 50 percent of the equipment purchase price.
- Public education efforts related to Lead and Copper Rule implementation.

For application purposes, a quote/estimate for the proposed work is acceptable. A signed contract is needed for services over \$50,000 before reimbursement can be made. Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible.

Ineligible Activities

Any activities not directly related to AMP creation/updates or DSMI are not grant eligible. Eligibility will be project specific and determined on a case-by-case basis by EGLE. Tangible, permanent construction is not eligible under this grant.

Application Funding Priority

Quarterly applicant ranking will be based on the following criteria:

Criteria	Points Awarded	Comments
Water supply has had a lead or copper action level exceedance (ALE) in the past 3 years	5 points	
Water supply has submitted a Preliminary DSMI to EGLE. Points awarded are based off the estimated percentage of unknown lines in the service area that are required to be validated for the final DSMI.	0-20% = 3 points 21-40% = 5 points 41-60% = 7 points 61-100% = 10 points	(Unknown-likely lead + unknown material + unknown-likely not lead) / water supply total service lines in Preliminary DSMI
Water supply has implemented an EGLE-approved Asset Management Plan	5 points	
Water supply has entered into an Administrative Consent Order with EGLE related to asset management plan deficiencies that will be addressed as part of the awarded grant	3 points	
Tie Breaker – only applied in the event of limited funds and where multiple applicants have scored the same		
Most recent Sanitary Survey completed with no deficiencies	4 points	
Applicant has completed the Michigan Infrastructure Council's Asset Maturity Assessment	3 points	
Percentage of 'unknown-likely lead' service lines in the service area based off Preliminary DSMI data	Use actual percentage	Unknown-likely lead / water supply total service lines

Process, Schedule, and Deadlines

The grant application will be available on EGLE's website on October 15, 2020. Applications can be submitted electronically to EGLE-DWGrants@michigan.gov, and will be accepted continuously until funds are exhausted.

Applications received by close of business January 1, 2021 will be considered for the first round of funding. Applicants can expect grant awards within 75 days of quarterly application deadlines.

Applications will be accepted continuously until funding is exhausted. Deadlines for quarterly scoring and award processing are illustrated below. Grant applications must be received by close of business on these dates to be funded in the applicable quarterly funding cycle.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Application Deadline	January 1, 2021	April 1, 2021	July 1, 2021	October 1, 2021
Anticipated Grant Award Date (on or before)	March 15 2021	June 15, 2021	September 15, 2021	December 15, 2021

EGLE may request additional information for clarification purposes. EGLE may offer grant amounts other than those requested and request changes to the proposed work plan. Submitted application information is not confidential, grant applications are considered public information under the Freedom of Information Act, Public Act 442 of 1976, as amended. A report including grants awarded and associated dollar amounts will be submitted annually to the legislature.

Successful applicants will be required to enter into a project contract with EGLE. A project contract consists of, standard "boilerplate" language, the applicant's project description, work plan, timeline, and budget information.

Contacts

For questions about this grant, contact Katie Thrush at 517-647-3482 or email thrushk1@michigan.gov.

For information or assistance on this publication, please contact the program, through EGLE Environmental Assistance Center at 800-662-9278. This publication is available in alternative formats upon request.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



DRINKING WATER ASSET MANAGEMENT (DWAM) GRANT APPLICATION

Sec. 1001, 2019 PA 57

Public Act 57 of 2019 was made effective on September 29, 2019. Section 1001 denotes language to provide grants for asset management plan creation and distribution system materials inventory.

Grants may be awarded for Asset Management Plan (AMP) development or updates, and/or distribution system materials inventory (DSMI) related activities. The maximum grant amount allowable per applicant is \$1 million. There are no local match requirements. Applications will be accepted continuously until funding is exhausted. Applications will be awarded on a quarterly funding cycle. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) may reevaluate program and system needs after one year. Grant applications must be received by close of business on these dates to be funded in the applicable quarterly funding cycle:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Application Deadline	January 1, 2021	April 1, 2021	July 1, 2021	October 1, 2021
Anticipated Grant Award Date (on or before)	March 15, 2021	June 15, 2021	September 15, 2021	December 15, 2021

Type I Community Water Supplies and Type II Nontransient Noncommunity Water Supplies are eligible to apply. Applicants must not appear on the federal Debarment and Suspension List and must be in good standing with EGLE programs (i.e., no EGLE grant revoked or terminated and no demonstrated inability to manage a grant or meet obligations in a project contract with EGLE).

Application for DWAM Grant

Applicant Name: 		Project Name: 	
Project Location (City or Village or Township, and County): 		Population Served by System: 	
Estimated Project Start Date (month/year): 		Estimated Project End Date (month/date/year): 	
Project Contact #1 (Authorized Signatory): Name: Title: Telephone: Address: E-mail address:		Project Contact #2 (Consulting Engineer or other): Name: Title: Telephone: Address: E-mail address:	

Project Summary: Attach project workplan or summary pages; should include project need, what will be addressed and how, and map(s) illustrating project work areas.

Project Cost Information: Attach documentation of estimated project costs in project workplan/summary (may include vendor estimates/quotes, contracts, etc.). Grant eligible costs are those that are associated with AMP creation/update and/or DSMI. This may include asset inventory and condition assessment, level of service, criticality assessment, revenue structure review/development, and Capital Improvement Planning as part of AMP creation/update; equipment purchase if needed and used as a direct interface for asset management or materials assessment; and verification of materials for Final DSMI, including potholing/hydrovacing/trenching for inventory/planning purposes. Additional eligibility items as related to equipment purchases is discussed on the [DWAM Grant Overview Guidance Document](#).

Eligibility is project specific and determined on a case-by-case basis by EGLE. Costs not eligible for grant inclusion include, but are not limited to, tangible permanent construction.

Provide Estimated Project Costs:

1. AMP Costs	
2. DSMI Costs	
3. Equipment Purchase Costs	
4. Project Cost Subtotal	
5. Requested Grant Amount*	

*Total grant amount cannot exceed \$1,000,000.

Ranking/Scoring: Projects will be batched and scored in each quarterly funding cycle. Scores will be based on the criteria established in the [DWAM Grant Overview Guidance Document](#).

Fill in the appropriate response below:

- Has the water supply had a lead or copper Action Level Exceedance (ALE) in the past three years?
☐Yes ☐No
- Did the water supply submit its Preliminary DSMI to EGLE? ☐Yes ☐No If yes:

Number of service lines that are 'unknown-likely contains lead' that need to be verified for Final DSMI:

Number of service lines that are 'unknown-likely does not contain lead' that need to be verified for Final DSMI:

Number of service lines that are 'material unknown' that need to be verified for Final DSMI:

Total number of service lines in the water supply:

3. Has the water supply implemented an EGLE-approved AMP? ☐Yes ☐No
4. Has the water supply entered into an Administrative Consent Order with EGLE related to AMP deficiencies that will be addressed as part of the awarded grant? ☐Yes ☐No
5. Was the water supply's most recent Sanitary Survey completed with no deficiencies? ☐Yes ☐No
6. Did the water supply complete the Michigan Infrastructure Council's [Asset Maturity Assessment](#)?
☐Yes ☐No

I certify that the information provided in this application is complete, true, and accurate to the best of my knowledge.

Printed Name and Title:		Signature:	Date:

Submit completed form and applicable attachments to [EGLE-DWGrants@michigan.gov](mailto:EGL-DWGrants@michigan.gov).

Or via U.S. mail to: Michigan Department of Environment, Great Lakes, and Energy
Finance Division – Water Infrastructure Financing Section
525 West Allegan Street
P.O. Box 30457
Lansing, Michigan 48909-7957

For information or assistance on this publication, please contact the program, through EGLE Environmental Assistance Center at 800-662-9278. This publication is available in alternative formats upon request.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 12/08/2020	Title: Michigan & Franklin Reconstruction
Submitted By: Joel Brookens	Department: Public Works
Brief Summary: Authorize the award of the Michigan Avenue and Franklin Street reconstruction project to the low bidder, Wadel Stabilization Inc.	
Detailed Summary: Staff solicited bids for road reconstruction on Michigan Avenue from Lakeshore Drive east to Hudson Street and on Franklin Street from Michigan Avenue north to West Western Avenue in the Nims Neighborhood. Bids were received are as follows: • \$829,357.35 – Wadel Stabilization • \$853,948.06 – Brenner Excavating • \$857,235.65 – Jackson-Merkey • \$878,698.68 – West Michigan Dirtworks • \$889,145.80 – McCormick Sand • \$950,858.50 – Hallack Contracting • \$982,508.85 – Diversco Construction • \$997,868.30 – Kamminga & Roodvoets • \$1,091,692.90 – Terra Contractors This project was included in the 20-21 budget with funds being drawn from the Major Street, Water, and Sewer funds. The collective bids are below the budgeted amounts for the project and no reforecasting adjustment is anticipated at this time. The project would be constructed during the 2021 construction season.	
Amount Requested: \$829,357.25	Amount Budgeted: \$900,000
Fund(s) or Account(s): 202-92003 590-92003 591-92003	Fund(s) or Account(s): 202-92003 = \$800,000 590-92003 = \$50,000 591-92003 = \$50,000
Recommended Motion: Approve the award of the Michigan Avenue and Franklin Street project to the low bidder, Wadel Stabilization and authorize staff to sign the contracts.	

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

City of Muskegon Engineering Department			Project Engineer: FP	Date: 11/24/2020
			Project Number: H92003	
			Project description: Michigan Franklin Reconstruction	
Bid summary				

	Engineers Estimate	\$ 889,802.10
1	Wadel Stabilization	\$ 829,357.35
2	Brenner Excavating	\$ 853,948.06
3	Jackson Merkey	\$ 857,235.65
4	West Michigan Dirtworks	\$ 878,698.68
5	McCormick Sand	\$ 889,145.80
6	Hallack Contracting	\$ 950,858.50
7	Diversco Construction	\$ 982,508.85
8	Kamminga & Roodvoets	\$ 997,868.30
9	Terra Contractors	\$ 1,091,692.90

BID TABULATION																																			
City of Muskegon Engineering Department			Project Engineer: FP Project Number: H92003 Project description: Michigan Franklin Reconstruction			Date: 11/24/2020																													
			Engineers Estimate			Wadel Stabilization		Brenner Excavating		Jackson Merkey		West Michigan Dirtworks		McCormick Sand		Hallack Contracting		Diversco Construction		Kamminga & Roodvoets		Terra Contractors													
Line Item	Pay Code	Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total											
1	1500001	Mobilization_ 10% Max.	LSUM	1	\$79,000.00	\$ 79,000.00	\$82,900.00	\$ 82,900.00	\$39,045.00	\$ 39,045.00	\$46,100.00	\$ 46,100.00	\$76,519.45	\$ 76,519.45	\$85,000.00	\$ 85,000.00	\$85,000.00	\$ 85,000.00	\$90,000.00	\$ 90,000.00	\$99,000.00	\$ 99,000.00	\$85,000.00	\$ 85,000.00											
2	2030015	Sewer, Rem, Less than 24 inch	Ft	189	\$15.00	\$ 2,835.00	\$12.00	\$ 2,268.00	\$7.20	\$ 1,360.80	\$20.00	\$ 3,780.00	\$13.55	\$ 2,560.95	\$12.00	\$ 2,268.00	\$5.50	\$ 1,039.50	\$14.00	\$ 2,646.00	\$7.00	\$ 1,323.00	\$35.00	\$ 6,615.00											
3	2037050	Dr Structure, Rem, Modified	Ea	32	\$300.00	\$ 9,600.00	\$225.00	\$ 7,200.00	\$270.00	\$ 8,640.00	\$560.00	\$ 17,920.00	\$303.02	\$ 9,696.64	\$425.00	\$ 13,600.00	\$385.00	\$ 12,320.00	\$353.00	\$ 11,296.00	\$250.00	\$ 8,000.00	\$750.00	\$ 24,000.00											
4	2040055	Sidewalk, Rem	Syd	1285	\$10.00	\$ 12,850.00	\$5.60	\$ 7,196.00	\$3.95	\$ 5,075.75	\$7.00	\$ 8,995.00	\$6.63	\$ 8,519.55	\$6.00	\$ 7,710.00	\$4.00	\$ 5,140.00	\$4.05	\$ 5,204.25	\$8.00	\$ 10,280.00	\$9.00	\$ 11,565.00											
5	2047011	Pavt, Rem, Modified	Syd	10378	\$8.00	\$ 83,024.00	\$3.00	\$ 31,134.00	\$2.80	\$ 29,058.40	\$3.00	\$ 31,134.00	\$3.56	\$ 36,945.68	\$2.00	\$ 20,756.00	\$2.00	\$ 20,756.00	\$1.45	\$ 15,048.10	\$6.25	\$ 64,862.50	\$6.00	\$ 62,268.00											
6	2057002	Machine Grading, Modified	Sta	20.1	\$2,000.00	\$ 40,200.00	\$2,000.00	\$ 40,200.00	\$3,500.00	\$ 70,350.00	\$3,500.00	\$ 70,350.00	\$3,203.64	\$ 64,393.16	\$2,200.00	\$ 44,220.00	\$3,850.00	\$ 77,385.00	\$5,400.00	\$ 108,540.00	\$1,900.00	\$ 38,190.00	\$1,500.00	\$ 30,150.00											
7	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	29	\$100.00	\$ 2,900.00	\$100.00	\$ 2,900.00	\$71.30	\$ 2,067.70	\$125.00	\$ 3,625.00	\$91.98	\$ 2,667.42	\$50.00	\$ 1,450.00	\$85.00	\$ 2,465.00	\$120.00	\$ 3,480.00	\$130.00	\$ 3,770.00	\$110.00	\$ 3,190.00											
8	3020020	Aggregate Base, 8 inch	Syd	7545	\$7.00	\$ 52,815.00	\$8.00	\$ 60,360.00	\$8.80	\$ 66,396.00	\$9.50	\$ 71,677.50	\$8.80	\$ 66,396.00	\$10.00	\$ 75,450.00	\$6.25	\$ 47,156.25	\$15.20	\$ 114,684.00	\$12.50	\$ 94,312.50	\$11.50	\$ 86,767.50											
9	3060021	Maintenance Gravel, LM	Cyd	200	\$15.00	\$ 3,000.00	\$8.00	\$ 1,600.00	\$0.01	\$ 2.00	\$30.00	\$ 6,000.00	\$6.46	\$ 1,292.00	\$1.00	\$ 200.00	\$10.00	\$ 2,000.00	\$23.00	\$ 4,600.00	\$35.00	\$ 7,000.00	\$25.00	\$ 5,000.00											
10	4020600	Sewer, CI E, 12 inch, Tr Det B	Ft	775	\$45.00	\$ 34,875.00	\$60.00	\$ 46,500.00	\$47.30	\$ 36,657.50	\$49.50	\$ 38,362.50	\$34.81	\$ 26,977.75	\$50.00	\$ 38,750.00	\$50.00	\$ 38,750.00	\$53.20	\$ 41,230.00	\$57.00	\$ 44,175.00	\$55.00	\$ 42,625.00											
11	4021201	Sewer Tap, 6 inch	Ea	1	\$175.00	\$ 175.00	\$190.00	\$ 190.00	\$158.00	\$ 158.00	\$325.00	\$ 325.00	\$402.88	\$ 402.88	\$250.00	\$ 250.00	\$285.00	\$ 285.00	\$215.00	\$ 215.00	\$300.00	\$ 300.00	\$1,200.00	\$ 1,200.00											
12	4021202	Sewer Tap, 8 inch	Ea	1	\$200.00	\$ 200.00	\$195.00	\$ 195.00	\$196.50	\$ 196.50	\$360.00	\$ 360.00	\$531.10	\$ 531.10	\$290.00	\$ 290.00	\$300.00	\$ 300.00	\$220.00	\$ 220.00	\$350.00	\$ 350.00	\$1,200.00	\$ 1,200.00											
13	4021203	Sewer Tap, 10 inch	Ea	2	\$200.00	\$ 400.00	\$210.00	\$ 420.00	\$201.00	\$ 402.00	\$560.00	\$ 1,120.00	\$619.11	\$ 1,238.22	\$500.00	\$ 1,000.00	\$325.00	\$ 650.00	\$225.00	\$ 450.00	\$425.00	\$ 850.00	\$1,500.00	\$ 3,000.00											
14	4021230	Sewer Bulkhead, 12 inch	Ea	2	\$150.00	\$ 300.00	\$300.00	\$ 600.00	\$263.00	\$ 526.00	\$200.00	\$ 400.00	\$222.53	\$ 445.06	\$250.00	\$ 500.00	\$350.00	\$ 700.00	\$155.00	\$ 310.00	\$300.00	\$ 600.00	\$2,500.00	\$ 5,000.00											
15	4027001	Sewer, PVC SDR 35, 6 inch, TR Det B, Modified	Ft	7	\$35.00	\$ 245.00	\$52.00	\$ 364.00	\$66.50	\$ 465.50	\$130.00	\$ 910.00	\$43.54	\$ 304.78	\$46.00	\$ 322.00	\$45.00	\$ 315.00	\$55.95	\$ 391.65	\$50.00	\$ 350.00	\$150.00	\$ 1,050.00											
16	4027001	Sewer, PVC SDR 35, 8 inch, Tr Det B Modified	Ft	16	\$30.00	\$ 480.00	\$52.00	\$ 832.00	\$68.40	\$ 1,094.40	\$85.00	\$ 1,360.00	\$46.15	\$ 738.40	\$48.00	\$ 768.00	\$50.00	\$ 800.00	\$57.95	\$ 927.20	\$53.00	\$ 848.00	\$100.00	\$ 1,600.00											
17	4027001	Sewer, PVC SDR 35, 10 inch, TR Det B, Modified	Ft	580	\$35.00	\$ 20,300.00	\$70.00	\$ 40,600.00	\$67.90	\$ 39,382.00	\$72.00	\$ 41,760.00	\$55.65	\$ 32,277.00	\$80.00	\$ 46,400.00	\$55.00	\$ 31,900.00	\$93.00	\$ 53,940.00	\$112.00	\$ 64,960.00	\$90.00	\$ 52,200.00											
18	4027001	Sewer, Ductile Iron Class 52, 12 inch, Tr Det B	Ft	31	\$65.00	\$ 2,015.00	\$70.00	\$ 2,170.00	\$73.10	\$ 2,266.10	\$125.00	\$ 3,875.00	\$86.84	\$ 2,692.04	\$80.00	\$ 2,480.00	\$75.00	\$ 2,325.00	\$93.00	\$ 2,883.00	\$95.00	\$ 2,945.00	\$95.00	\$ 2,945.00											
19	4030004	Dr Structure Cover, Adj, Case 1, Modified	Ea	28	\$650.00	\$ 18,200.00	\$590.00	\$ 16,520.00	\$661.00	\$ 18,508.00	\$600.00	\$ 16,800.00	\$377.50	\$ 10,570.00	\$900.00	\$ 25,200.00	\$450.00	\$ 12,600.00	\$700.00	\$ 19,600.00	\$550.00	\$ 15,400.00	\$700.00	\$ 19,600.00											
20	4030250	Dr Structure, Add Depth of 48 inch dia, 8 foot to 15 foot	Ft	5	\$100.00	\$ 500.00	\$95.00	\$ 475.00	\$218.50	\$ 1,092.50	\$310.00	\$ 1,550.00	\$1,104.36	\$ 5,521.80	\$400.00	\$ 2,000.00	\$250.00	\$ 1,250.00	\$404.00	\$ 2,020.00	\$135.00	\$ 675.00	\$250.00	\$ 1,250.00											
21	4030312	Dr Structure, Tap, 12 inch	Ea	19	\$300.00	\$ 5,700.00	\$300.00	\$ 5,700.00	\$210.50	\$ 3,999.50	\$600.00	\$ 11,400.00	\$402.88	\$ 7,654.72	\$325.00	\$ 6,175.00	\$285.00	\$ 5,415.00	\$860.00	\$ 16,340.00	\$350.00	\$ 6,650.00	\$1,200.00	\$ 22,800.00											
22	4037001	Dr Structure, Adj, Add Depth, Modified	Ft	14.7	\$400.00	\$ 5,880.00	\$430.00	\$ 6,321.00	\$437.00	\$ 6,423.90	\$420.00	\$ 6,174.00	\$371.84	\$ 5,466.05	\$400.00	\$ 5,880.00	\$225.00	\$ 3,307.50	\$360.00	\$ 5,292.00	\$150.00	\$ 2,205.00	\$250.00	\$ 3,675.00											
23	4037050	Catch Basin Specail Detail	Ea	8	\$1,500.00	\$ 12,000.00	\$2,000.00	\$ 16,000.00	\$1,428.00	\$ 11,424.00	\$1,600.00	\$ 12,800.00	\$1,528.42	\$ 12,227.36	\$1,900.00	\$ 15,200.00	\$1,850.00	\$ 14,800.00	\$1,431.00	\$ 11,448.00	\$1,100.00	\$ 8,800.00	\$2,650.00	\$ 21,200.00											
24	4037050	Dr Structure Cover, Type K, Modified	Ea	25	\$750.00	\$ 18,750.00	\$525.00	\$ 13,125.00	\$863.50	\$ 21,587.50	\$650.00	\$ 16,250.00	\$867.78	\$ 21,694.50	\$520.00	\$ 13,000.00	\$1,125.00	\$ 28,125.00	\$550.00	\$ 13,750.00	\$800.00	\$ 20,000.00	\$750.00	\$ 18,750.00											
25	4037050	Dr Structure Cover, Type B, Modified	Ea	37	\$500.00	\$ 18,500.00	\$370.00	\$ 13,690.00	\$692.50	\$ 25,622.50	\$480.00	\$ 17,760.00	\$636.70	\$ 23,557.90	\$370.00	\$ 13,690.00	\$925.00	\$ 34,225.00	\$430.00	\$ 15,910.00	\$600.00	\$ 22,200.00	\$750.00	\$ 27,750.00											
26	4037050	Catch Basin 2 FT ID Special Detail	Ea	17	\$1,100.00	\$ 18,700.00	\$1,450.00	\$ 24,650.00	\$808.50	\$ 13,744.50	\$900.00	\$ 15,300.00	\$902.66	\$ 15,345.22	\$1,500.00	\$ 25,500.00	\$1,500.00	\$ 25,500.00	\$898.00	\$ 15,266.00	\$800.00	\$ 13,600.00	\$1,900.00	\$ 32,300.00											
27	5010025	Hand Patching	Ton	11	\$200.00	\$ 2,200.00	\$100.00	\$ 1,100.00	\$302.50	\$ 3,327.50	\$100.00	\$ 1,100.00	\$295.48	\$ 3,250.28	\$300.00	\$ 3,300.00	\$250.00	\$ 2,750.00	\$100.00	\$ 1,100.00	\$272.00	\$ 2,992.00	\$120.00	\$ 1,320.00											
28	5010051	HMA, 4E3	Ton	1735	\$95.00	\$ 164,825.00	\$84.00	\$ 145,740.00	\$85.90	\$ 149,036.50	\$81.62	\$ 141,610.70	\$86.08	\$ 149,348.80	\$78.00	\$ 135,330.00	\$85.00	\$ 147,475.00	\$83.93	\$ 145,618.55	\$77.26	\$ 134,046.10	\$89.00	\$ 154,415.00											
29	8010005	Driveway, Nonreinf Conc, 6 inch	Syd	270	\$45.00	\$ 12,150.00	\$32.00	\$ 8,640.00	\$37.50	\$ 10,125.00	\$30.00	\$ 8,100.00	\$35.78	\$ 9,660.60	\$37.00	\$ 9,990.00	\$40.00	\$ 10,800.00	\$32.00	\$ 8,640.00	\$36.00	\$ 9,720.00	\$52.00	\$ 14,040.00											
30	8010007	Driveway, Nonreinf Conc, 8 inch	Syd	74	\$60.00	\$ 4,440.00	\$42.00	\$ 3,108.00	\$48.70	\$ 3,603.80	\$40.00	\$ 2,960.00	\$46.96	\$ 3,475.04	\$47.00	\$ 3,478.00	\$50.00	\$ 3,700.00	\$42.00	\$ 3,108.00	\$45.00	\$ 3,330.00	\$68.00	\$ 5,032.00											
31	8020038	Curb and Gutter, Conc, Det F4	Ft	4123	\$14.00	\$ 57,722.00	\$11.55	\$ 47,620.65	\$13.90	\$ 57,309.70	\$11.25	\$ 46,383.75	\$12.92	\$ 53,269.16	\$12.00	\$ 49,476.00	\$17.50	\$ 72,152.50	\$12.15	\$ 50,094.45	\$18.00	\$ 74,214.00	\$20.00	\$ 82,460.00											
32	8020050	Driveway Opening, Conc, Det M	Ft	90	\$23.00	\$ 2,070.00	\$16.00	\$ 1,440.00	\$18.10	\$ 1,629.00	\$15.00	\$ 1,350.00	\$17.89	\$ 1,610.10	\$17.00	\$ 1,530.00	\$20.50	\$ 1,845.00	\$16.00	\$ 1,440.00	\$24.00	\$ 2,160.00	\$35.00	\$ 3,150.00											
33	8030010	Detectable Warning Surface	Ft	137	\$35.00	\$ 4,795.00	\$33.00	\$ 4,521.00	\$36.70	\$ 5,027.90	\$33.00	\$ 4,521.00	\$36.90	\$ 5,055.30	\$33.00	\$ 4,521.00	\$40.00	\$ 5,480.00	\$33.00	\$ 4,521.00	\$50.00	\$ 6,850.00	\$65.00	\$ 8,905.00											

37	8030046	Sidewalk, Conc, 6 inch	Sft	1677	\$5.00	\$ 8,385.00	\$3.25	\$ 5,450.25	\$4.00	\$ 6,708.00	\$3.20	\$ 5,366.40	\$3.63	\$ 6,087.51	\$4.30	\$ 7,211.10	\$5.50	\$ 9,223.50	\$3.25	\$ 5,450.25	\$5.00	\$ 8,385.00	\$4.55	\$ 7,630.35
38	8030048	Sidewalk, Conc, 8 inch	Sft	286	\$6.50	\$ 1,859.00	\$4.20	\$ 1,201.20	\$4.90	\$ 1,401.40	\$4.00	\$ 1,144.00	\$4.70	\$ 1,344.20	\$5.00	\$ 1,430.00	\$6.50	\$ 1,859.00	\$4.20	\$ 1,201.20	\$6.00	\$ 1,716.00	\$4.55	\$ 1,301.30
39	8110022	Pavt Mrkg, Ovly Cold Plastic, 4 inch, White	Ft	88	\$3.00	\$ 264.00	\$2.50	\$ 220.00	\$2.80	\$ 246.40	\$2.50	\$ 220.00	\$2.72	\$ 239.36	\$2.00	\$ 176.00	\$2.50	\$ 220.00	\$6.00	\$ 528.00	\$2.50	\$ 220.00	\$3.00	\$ 264.00
40	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	Ft	609	\$3.00	\$ 1,827.00	\$2.95	\$ 1,796.55	\$3.30	\$ 2,009.70	\$2.95	\$ 1,796.55	\$3.21	\$ 1,954.89	\$2.50	\$ 1,522.50	\$2.95	\$ 1,796.55	\$6.00	\$ 3,654.00	\$2.95	\$ 1,796.55	\$3.50	\$ 2,131.50
41	8110044	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	Ft	48	\$8.00	\$ 384.00	\$9.95	\$ 477.60	\$11.10	\$ 532.80	\$9.95	\$ 477.60	\$10.82	\$ 519.36	\$7.50	\$ 360.00	\$9.95	\$ 477.60	\$9.00	\$ 432.00	\$9.95	\$ 477.60	\$12.00	\$ 576.00
42	8110079	Pavt Mrkg, Ovly Cold Plastic, Sharrow Symbol	Ea	14	\$200.00	\$ 2,800.00	\$180.00	\$ 2,520.00	\$200.00	\$ 2,800.00	\$180.00	\$ 2,520.00	\$195.68	\$ 2,739.52	\$250.00	\$ 3,500.00	\$180.00	\$ 2,520.00	\$245.00	\$ 3,430.00	\$180.00	\$ 2,520.00	\$225.00	\$ 3,150.00
43	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	574	\$0.50	\$ 287.00	\$0.65	\$ 373.10	\$0.72	\$ 413.28	\$0.65	\$ 373.10	\$0.71	\$ 407.54	\$1.00	\$ 574.00	\$0.65	\$ 373.10	\$1.00	\$ 574.00	\$0.65	\$ 373.10	\$1.00	\$ 574.00
44	8110233	Pavt Mrkg, Waterborne, 6 inch, White	Ft	496	\$0.60	\$ 297.60	\$0.75	\$ 372.00	\$0.83	\$ 411.68	\$0.75	\$ 372.00	\$0.82	\$ 406.72	\$1.00	\$ 496.00	\$0.75	\$ 372.00	\$1.00	\$ 496.00	\$0.75	\$ 372.00	\$1.25	\$ 620.00
45	8120022	Barricade, Type III, High Intensity, Lighted, Furn	Ea	9	\$65.00	\$ 585.00	\$75.00	\$ 675.00	\$83.40	\$ 750.60	\$75.00	\$ 675.00	\$88.38	\$ 795.42	\$75.00	\$ 675.00	\$100.00	\$ 900.00	\$75.00	\$ 675.00	\$75.00	\$ 675.00	\$100.00	\$ 900.00
46	8120023	Barricade, Type III, High Intensity, Lighted, Oper	Ea	9	\$5.00	\$ 45.00	\$1.00	\$ 9.00	\$1.10	\$ 9.90	\$9.00	\$ 81.00	\$1.18	\$ 10.62	\$1.00	\$ 9.00	\$1.00	\$ 9.00	\$1.00	\$ 9.00	\$1.00	\$ 9.00	\$20.00	\$ 180.00
47	8120100	Dust Palliative, Applied	Ton	5	\$50.00	\$ 250.00	\$50.00	\$ 250.00	\$175.00	\$ 875.00	\$50.00	\$ 250.00	\$1,164.79	\$ 5,823.95	\$0.01	\$ 0.05	\$100.00	\$ 500.00	\$300.00	\$ 1,500.00	\$450.00	\$ 2,250.00	\$350.00	\$ 1,750.00
48	8120170	Minor Traf Devices	LSUM	1	\$15,000.00	\$ 15,000.00	\$16,900.00	\$ 16,900.00	\$11,885.00	\$ 11,885.00	\$5,950.00	\$ 5,950.00	\$6,468.44	\$ 6,468.44	\$20,000.00	\$ 20,000.00	\$25,000.00	\$ 25,000.00	\$5,950.00	\$ 5,950.00	\$11,000.00	\$ 11,000.00	\$7,000.00	\$ 7,000.00
49	8120250	Plastic Drum, High Intensity, Furn	Ea	56	\$20.00	\$ 1,120.00	\$14.00	\$ 784.00	\$15.60	\$ 873.60	\$14.00	\$ 784.00	\$16.50	\$ 924.00	\$14.00	\$ 784.00	\$15.00	\$ 840.00	\$14.00	\$ 784.00	\$18.00	\$ 1,008.00	\$18.00	\$ 1,008.00
50	8120251	Plastic Drum, High Intensity, Oper	Ea	56	\$1.00	\$ 56.00	\$1.00	\$ 56.00	\$1.10	\$ 61.60	\$1.00	\$ 56.00	\$6.21	\$ 347.76	\$1.00	\$ 56.00	\$1.00	\$ 56.00	\$1.00	\$ 56.00	\$0.10	\$ 5.60	\$5.00	\$ 280.00
51	8120330	Sign, Portable, Changeable Message, Furn	Ea	2	\$2,300.00	\$ 4,600.00	\$1,850.00	\$ 3,700.00	\$2,058.00	\$ 4,116.00	\$1,850.00	\$ 3,700.00	\$2,180.03	\$ 4,360.06	\$1,850.00	\$ 3,700.00	\$2,500.00	\$ 5,000.00	\$1,850.00	\$ 3,700.00	\$1,500.00	\$ 3,000.00	\$2,000.00	\$ 4,000.00
52	8120331	Sign, Portable, Changeable Message, Oper	Ea	2	\$300.00	\$ 600.00	\$200.00	\$ 400.00	\$22.50	\$ 45.00	\$200.00	\$ 400.00	\$235.68	\$ 471.36	\$200.00	\$ 400.00	\$100.00	\$ 200.00	\$200.00	\$ 400.00	\$50.00	\$ 100.00	\$300.00	\$ 600.00
53	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	433.5	\$5.00	\$ 2,167.50	\$3.00	\$ 1,300.50	\$3.35	\$ 1,452.23	\$3.00	\$ 1,300.50	\$3.54	\$ 1,534.39	\$3.00	\$ 1,300.50	\$5.00	\$ 2,167.50	\$3.00	\$ 1,300.50	\$5.00	\$ 2,167.50	\$5.00	\$ 2,167.50
54	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	433.5	\$1.00	\$ 433.50	\$1.00	\$ 433.50	\$1.10	\$ 476.85	\$1.00	\$ 433.50	\$6.21	\$ 2,692.04	\$1.00	\$ 433.50	\$1.00	\$ 433.50	\$1.00	\$ 433.50	\$0.10	\$ 43.35	\$5.00	\$ 2,167.50
55	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	80	\$8.00	\$ 640.00	\$6.00	\$ 480.00	\$6.65	\$ 532.00	\$6.00	\$ 480.00	\$7.07	\$ 565.60	\$6.00	\$ 480.00	\$5.00	\$ 400.00	\$6.00	\$ 480.00	\$10.00	\$ 800.00	\$8.00	\$ 640.00
56	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	80	\$1.00	\$ 80.00	\$1.00	\$ 80.00	\$1.10	\$ 88.00	\$1.00	\$ 80.00	\$6.21	\$ 496.80	\$1.00	\$ 80.00	\$1.00	\$ 80.00	\$1.00	\$ 80.00	\$0.10	\$ 8.00	\$5.00	\$ 400.00
57	8160062	Topsoil Surface, Furn, 4 inch	Syd	3211	\$4.00	\$ 12,844.00	\$3.75	\$ 12,041.25	\$2.85	\$ 9,151.35	\$6.00	\$ 19,266.00	\$4.19	\$ 13,454.09	\$4.00	\$ 12,844.00	\$3.00	\$ 9,633.00	\$6.00	\$ 19,266.00	\$3.50	\$ 11,238.50	\$4.00	\$ 12,844.00
58	8167011	Hydroseeding	Syd	3211	\$1.50	\$ 4,816.50	\$1.00	\$ 3,211.00	\$0.67	\$ 2,151.37	\$0.95	\$ 3,050.45	\$1.27	\$ 4,077.97	\$0.90	\$ 2,889.90	\$1.00	\$ 3,211.00	\$4.35	\$ 13,967.85	\$1.50	\$ 4,816.50	\$1.20	\$ 3,853.20
59	8237001	Water Service, 1 inch, Copper Type K	Ft	314	\$40.00	\$ 12,560.00	\$22.00	\$ 6,908.00	\$34.00	\$ 10,676.00	\$26.75	\$ 8,399.50	\$44.95	\$ 14,114.30	\$30.00	\$ 9,420.00	\$20.00	\$ 6,280.00	\$29.40	\$ 9,231.60	\$34.00	\$ 10,676.00	\$35.00	\$ 10,990.00
60	8237001	Water Service, Private Property	Ft	211	\$40.00	\$ 8,440.00	\$24.00	\$ 5,064.00	\$30.00	\$ 6,330.00	\$48.00	\$ 10,128.00	\$41.68	\$ 8,794.48	\$30.00	\$ 6,330.00	\$12.50	\$ 2,637.50	\$24.00	\$ 5,064.00	\$60.00	\$ 12,660.00	\$45.00	\$ 9,495.00
61	8237001	Water Service, 2 inch, Copper Type K	Ft	30	\$60.00	\$ 1,800.00	\$35.00	\$ 1,050.00	\$57.80	\$ 1,734.00	\$42.00	\$ 1,260.00	\$57.24	\$ 1,717.20	\$42.00	\$ 1,260.00	\$35.00	\$ 1,050.00	\$58.70	\$ 1,761.00	\$45.00	\$ 1,350.00	\$55.00	\$ 1,650.00
62	8237001	Watermain, DI, 6 inch, Tr Det G, Modified	Ft	84	\$60.00	\$ 5,040.00	\$72.00	\$ 6,048.00	\$87.00	\$ 7,308.00	\$95.00	\$ 7,980.00	\$90.67	\$ 7,616.28	\$50.00	\$ 4,200.00	\$50.00	\$ 4,200.00	\$77.50	\$ 6,510.00	\$90.00	\$ 7,560.00	\$95.00	\$ 7,980.00
63	8237050	Water Service, Building Connection	Ea	12	\$300.00	\$ 3,600.00	\$630.00	\$ 7,560.00	\$2,669.00	\$ 32,028.00	\$445.00	\$ 5,340.00	\$1,467.47	\$ 17,609.64	\$900.00	\$ 10,800.00	\$2,250.00	\$ 27,000.00	\$1,500.00	\$ 18,000.00	\$1,400.00	\$ 16,800.00	\$750.00	\$ 9,000.00
64	8237050	Meter Pit Complete	Ea	4	\$500.00	\$ 2,000.00	\$800.00	\$ 3,200.00	\$905.00	\$ 3,620.00	\$880.00	\$ 3,520.00	\$1,185.94	\$ 4,743.76	\$800.00	\$ 3,200.00	\$800.00	\$ 3,200.00	\$1,550.00	\$ 6,200.00	\$1,300.00	\$ 5,200.00	\$750.00	\$ 3,000.00
65	8237050	Abandon Water Service	Ea	1	\$3,000.00	\$ 3,000.00	\$565.00	\$ 565.00	\$546.00	\$ 546.00	\$1,110.00	\$ 1,110.00	\$465.11	\$ 465.11	\$450.00	\$ 450.00	\$1,250.00	\$ 1,250.00	\$150.00	\$ 150.00	\$250.00	\$ 250.00	\$750.00	\$ 750.00
66	8237050	Cut and Cap, 6 inch Watermain	Ea	5	\$1,300.00	\$ 6,500.00	\$750.00	\$ 3,750.00	\$769.00	\$ 3,845.00	\$1,725.00	\$ 8,625.00	\$792.73	\$ 3,963.65	\$400.00	\$ 2,000.00	\$1,850.00	\$ 9,250.00	\$773.00	\$ 3,865.00	\$1,100.00	\$ 5,500.00	\$950.00	\$ 4,750.00
67	8237050	Hydrant, 6 inch, Standard	Ea	5	\$3,000.00	\$ 15,000.00	\$3,350.00	\$ 16,750.00	\$4,258.00	\$ 21,290.00	\$3,600.00	\$ 18,000.00	\$3,661.38	\$ 18,306.90	\$3,600.00	\$ 18,000.00	\$5,000.00	\$ 25,000.00	\$2,878.00	\$ 14,390.00	\$3,400.00	\$ 17,000.00	\$4,700.00	\$ 23,500.00
68	8237050	Tapping Sleeve and Valve, 12 inch X 6 inch, With Box	Ea	4	\$2,800.00	\$ 11,200.00	\$3,265.00	\$ 13,060.00	\$2,026.00	\$ 8,104.00	\$4,120.00	\$ 16,480.00	\$3,532.14	\$ 14,128.56	\$3,500.00	\$ 14,000.00	\$3,250.00	\$ 13,000.00	\$2,769.00	\$ 11,076.00	\$3,700.00	\$ 14,800.00	\$3,500.00	\$ 14,000.00
69	8237050	Tapping Sleeve and Valve, 8 inch x 6 inch, With Box	Ea	1	\$500.00	\$ 500.00	\$3,100.00	\$ 3,100.00	\$1,931.00	\$ 1,931.00	\$3,950.00	\$ 3,950.00	\$3,278.62	\$ 3,278.62	\$3,200.00	\$ 3,200.00	\$2,950.00	\$ 2,950.00	\$2,629.00	\$ 2,629.00	\$3,550.00	\$ 3,550.00	\$2,700.00	\$ 2,700.00
70	8237050	Water Valve Box and Cover, Complete	Ea	11	\$350.00	\$ 3,850.00	\$500.00	\$ 5,500.00	\$443.50	\$ 4,878.50	\$													

INDEX TO SHEETS

SHEET	DESCRIPTION
1	TITLE SHEET
2	CROSS SECTION AND DETAIL SHEET
3	STA 1+84 (P.O.B.) TO STA 6+00 ROAD PLAN AND PROFILE
4	STA 6+00 TO STA 11+00 ROAD PLAN AND PROFILE
5	STA 11+00 TO STA 16+00 ROAD PLAN AND PROFILE
6	STA 11+00 TO STA 18+43 ROAD PLAN AND PROFILE
7	STA 19+26 TO STA 22+79 ROAD PLAN AND PROFILE
8	TRAFFIC CONTROL
9&10	PERMANENT PAVEMENT MARKINGS

STANDARD PLANS

R-1-G DRAINAGE STRUCTURES
R-28-J SIDEWALK RAMP AND DETECTABLE WARNING DETAILS
R-29-I DRIVEWAY OPENINGS & APPROACHES, AND CONCRETE SIDEWALKS
R-30-G CONCRETE CURB AND CONCRETE CURB & GUTTER
R-83-C UTILITY TRENCHES
R-96-E SOIL EROSION & SEDIMENTATION CONTROL MEASURES
R-7-F COVER B
R-15-G COVER K

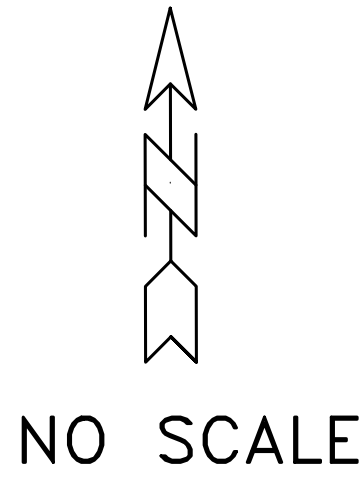
NOTE: STANDARD PLANS INCLUDED IN PROPOSAL

CITY OF MUSKEGON
MICHIGAN AVE & FRANKLIN STREET
FROM LAKESHORE DR TO HUDSON ST.,
WESTERN AVE TO MICHIGAN AVE

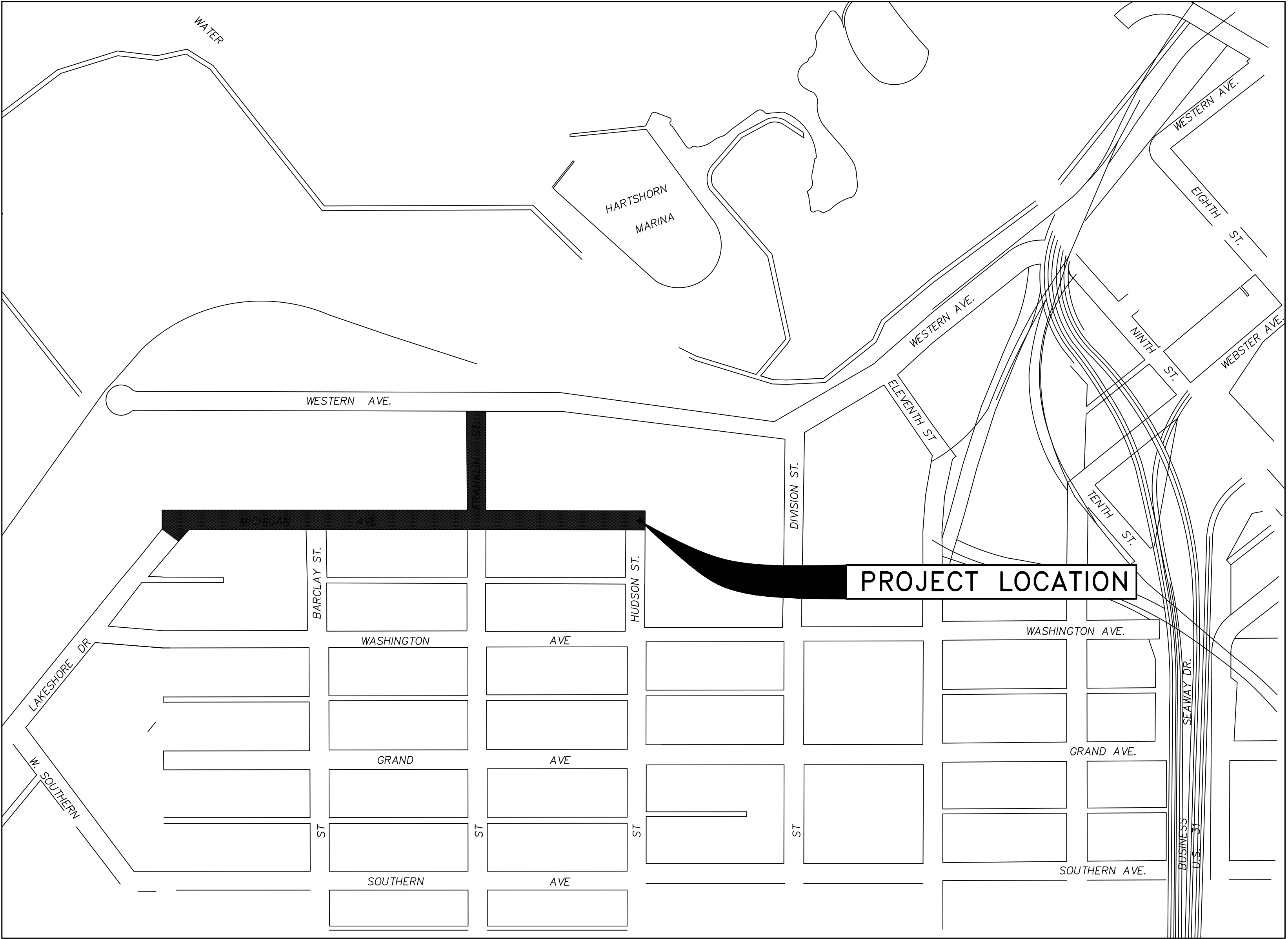
TRAFFIC, SAFETY STANDARD PLANS

WZD-100-A GROUND DRIVEN SIGN SUPPORTS FOR TEMPORARY SIGNS
WZD-125-E TEMPORARY TRAFFIC CONTROL DEVICES

*STANDARD PLANS INCLUDED IN PROPOSAL



NOTE:
THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THESE IMPROVEMENTS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2004 AASHTO GUIDELINES.



CONSTRUCTION INCLUDES 0.40 MILES OF HMA PAVEMENT RECONSTRUCTION; INCLUDING HMA REMOVAL, HMA PAVEMENT, WATER SERVICES, STORM SEWER, CONCRETE SIDEWALKS, CURB & GUTTER, AND PAVEMENT MARKINGS ON MICHIGAN & FRANKLIN IN THE CITY OF MUSKEGON, MUSKEGON COUNTY.

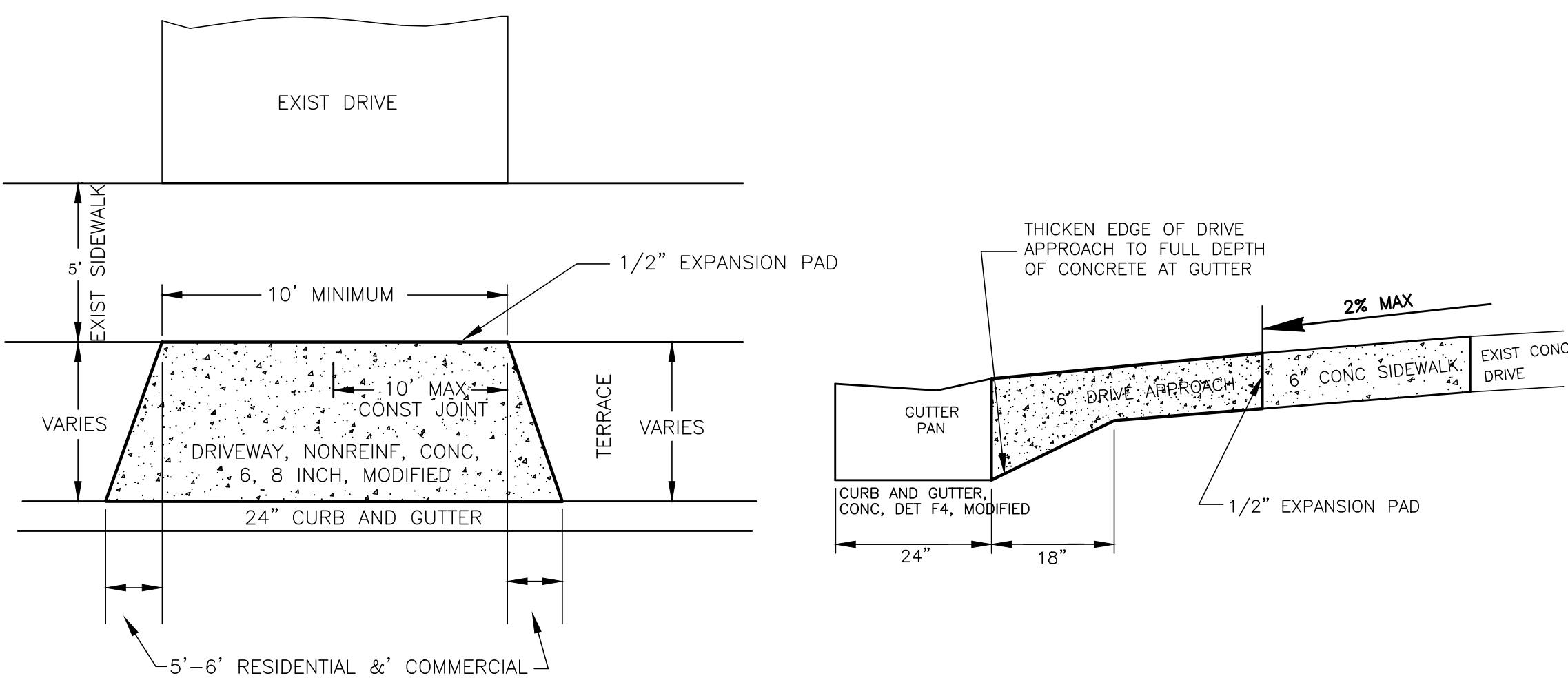
PREPARED UNDER THE SUPERVISION OF:

LEO EVANS, P.E.
CITY ENGINEER
55599
REGISTRATION NUMBER
CITY OF MUSKEGON
ENGINEERING DEPARTMENT
1350 E KEATING AVE
MUSKEGON MI 49442

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				MICHIGAN & FRANKLIN, LAKESHORE DR. TO HUDSON, WESTERN AVE TO MICH.			
DRAWN	F. PEASE	JULY 20	REVISION	SURVEY	F. PEASE	2019	H-92003
CHECKED			REVISION	AS-BUILT			PROJECT NO.
APPROVED			REVISION	SCALE	NO SCALE	SHEET NO	1 OF 10

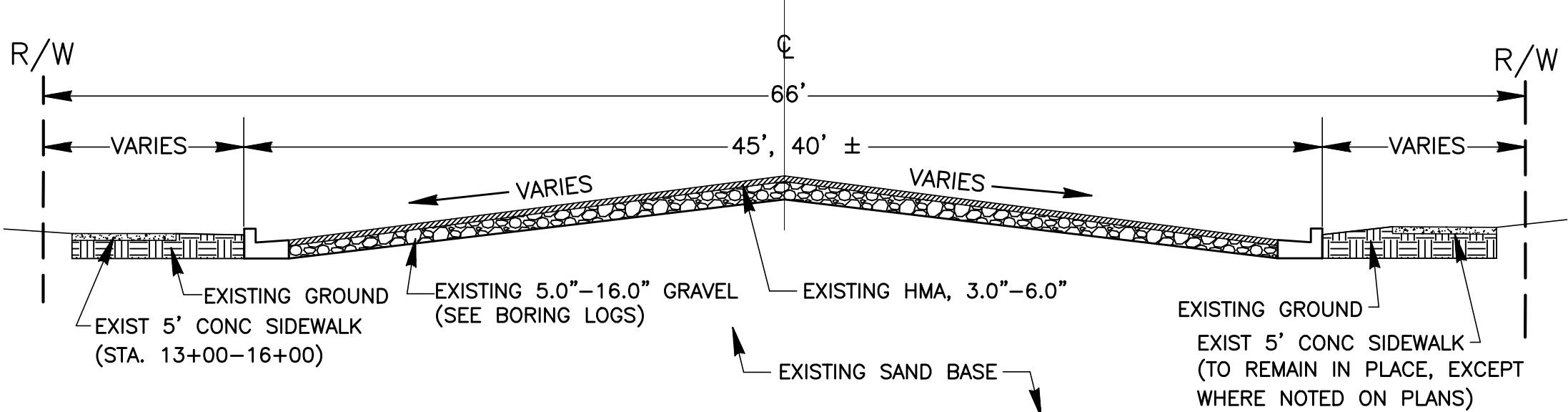
MICHIGAN AVE & FRANKLIN ST CROSS SECTION AND DETAIL SHEET

TYPICAL DRIVE APPROACH DETAIL



NOT TO SCALE

TYPICAL EXISTING X-SECTION
STATION 1+84-18+43 (45'+/-)
STATION 19+26-22+79 (40'+/-)



SUMMARY OF PAVEMENT CORING

CORE #	STATION #	HMA THICKNESS	GRAVEL THICKNESS	SOIL TYPE TO 6-9.5' BELOW PAVT
B-103	20+80 LT	6"	16"	SAND: SILTY SAND FINE TO COARSE
B-104	15+30 RT	3"	6.75"	SAND: SILTY SAND FINE TO MEDIUM
B-105	8+00 RT	4.5"	16"	SAND: SILTY SAND FINE TO MEDIUM

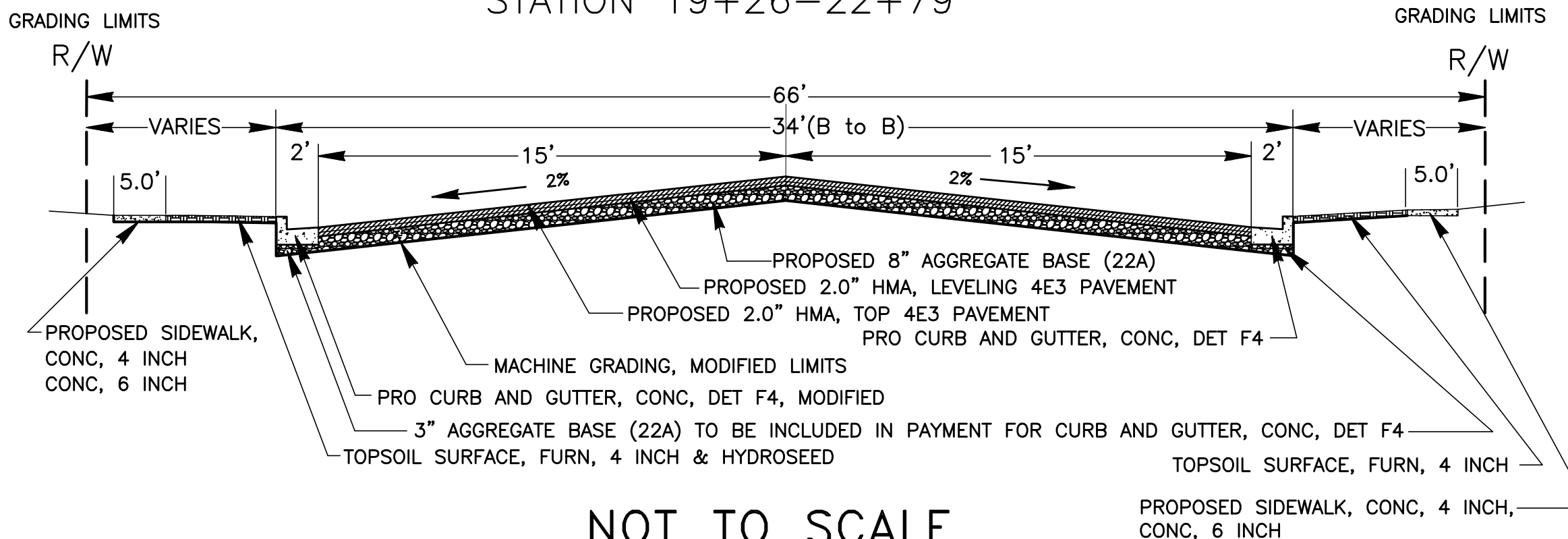
NOTE: GROUND WATER ENCOUNTERED @ 66"

NOTE: GROUND WATER ENCOUNTERED @ 65"

NOTE: NO GROUND WATER ENCOUNTERED

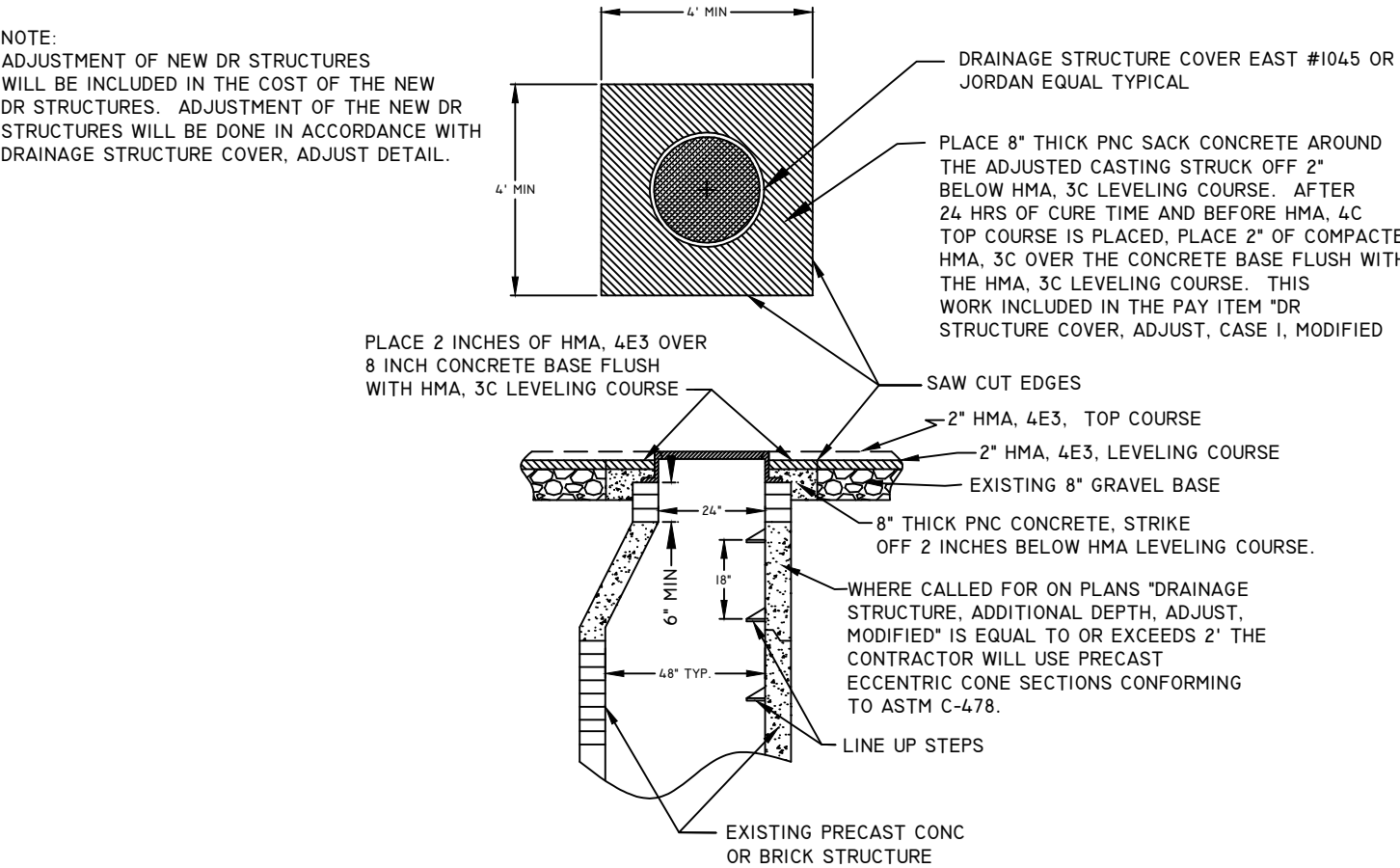
TYPICAL PROPOSED X-SECTION

STATION 1+84-18+43
STATION 19+26-22+79



NOT TO SCALE

DRAINAGE STRUCTURE COVER, ADJUST DETAIL

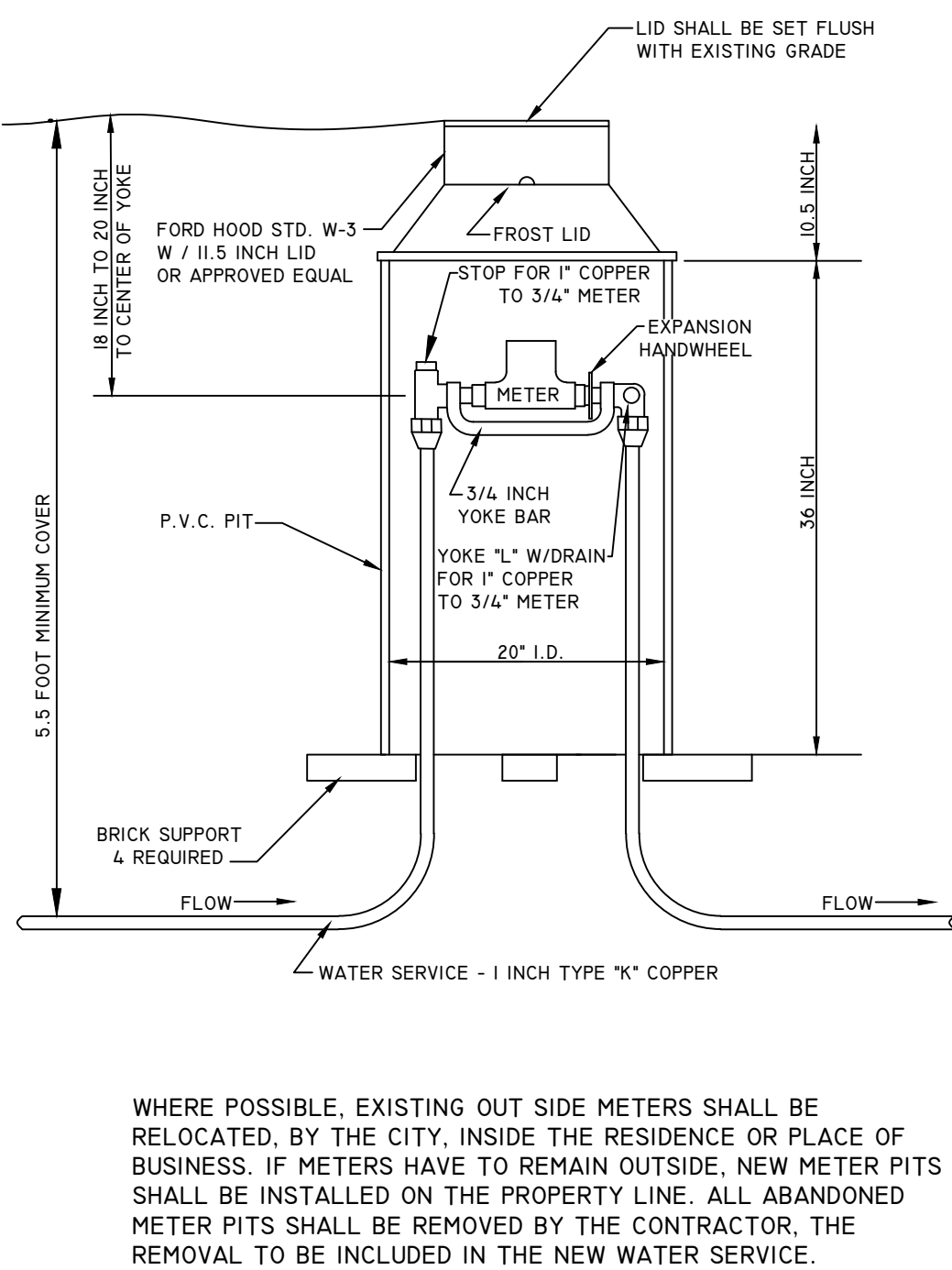


NO SCALE

DRAINAGE STRUCTURE COVERS

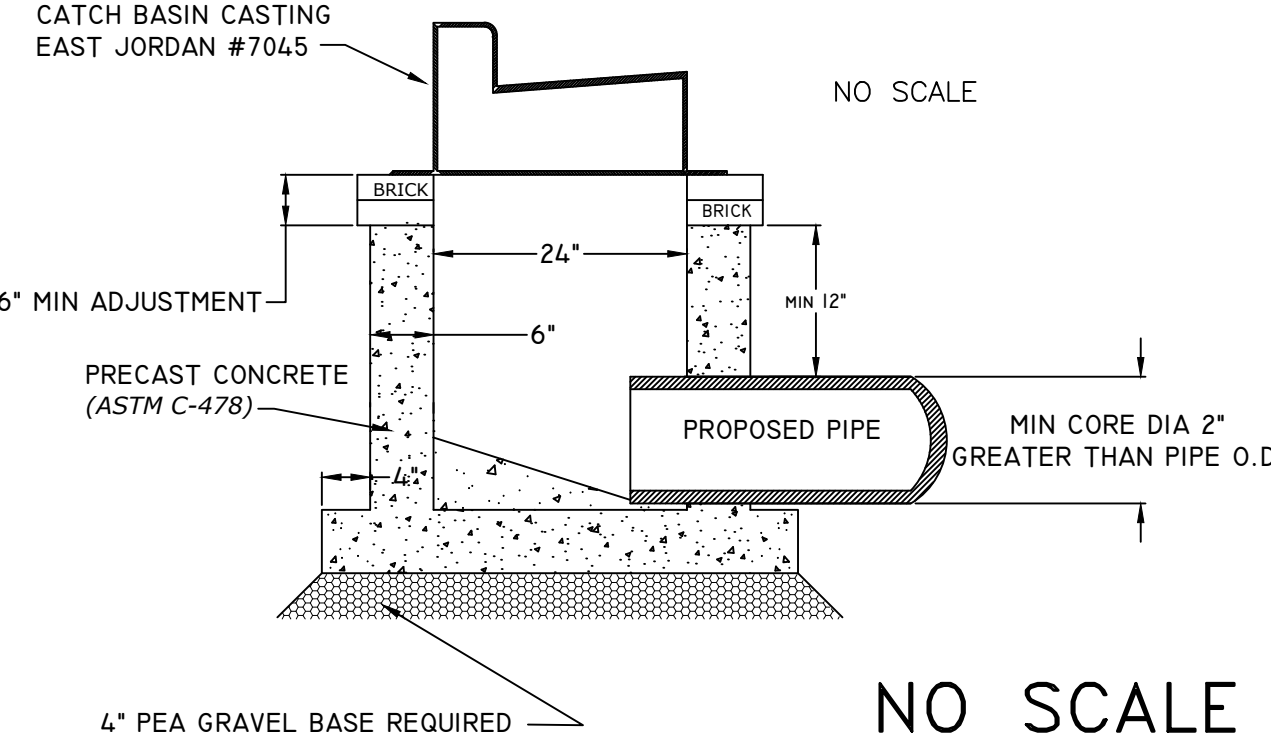
QUANTITY	DETAIL TYPE	CASTING DESCRIPTION	UNIT WEIGHT	TOTAL WEIGHT
25 EA	K	CATCH BASIN CASTING EAST JORDAN #7045 OR EQUAL	490#	12,250#
33 EA	B	MANHOLE CASTING EAST JORDAN #1045 OR EQUAL TYPE A - SOLID COVER	330#	10,890#

DETAIL FOR METER PIT COMPLETE

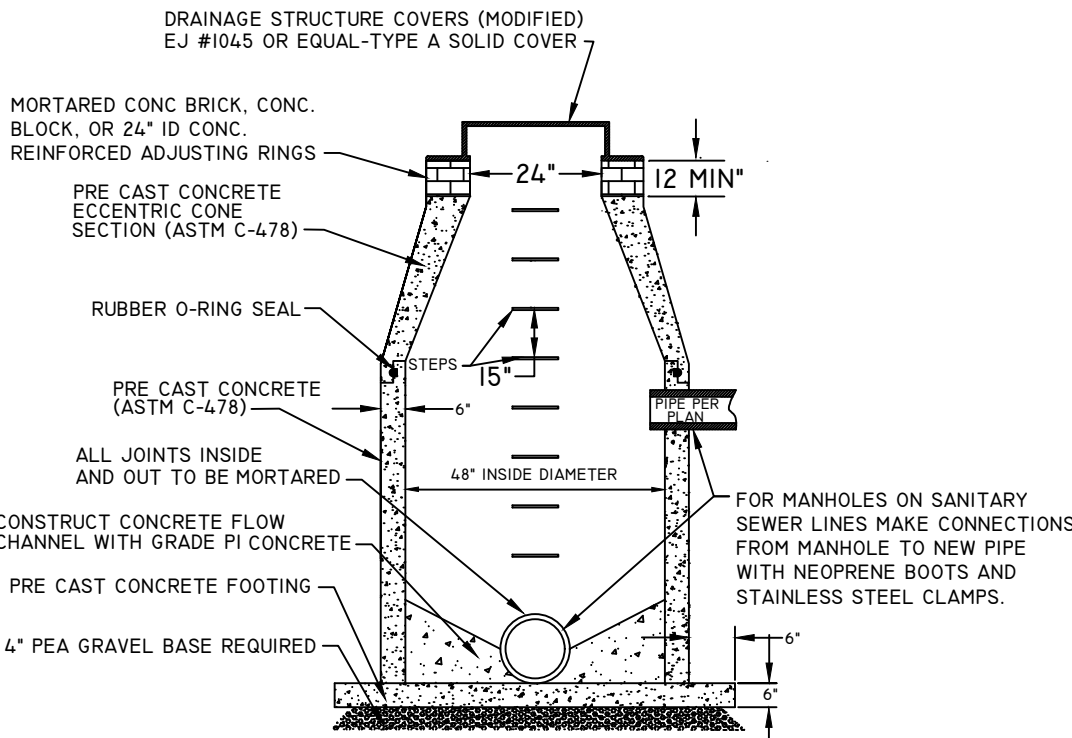


NO SCALE

CATCH BASIN 2 FT ID SPECIAL DETAIL

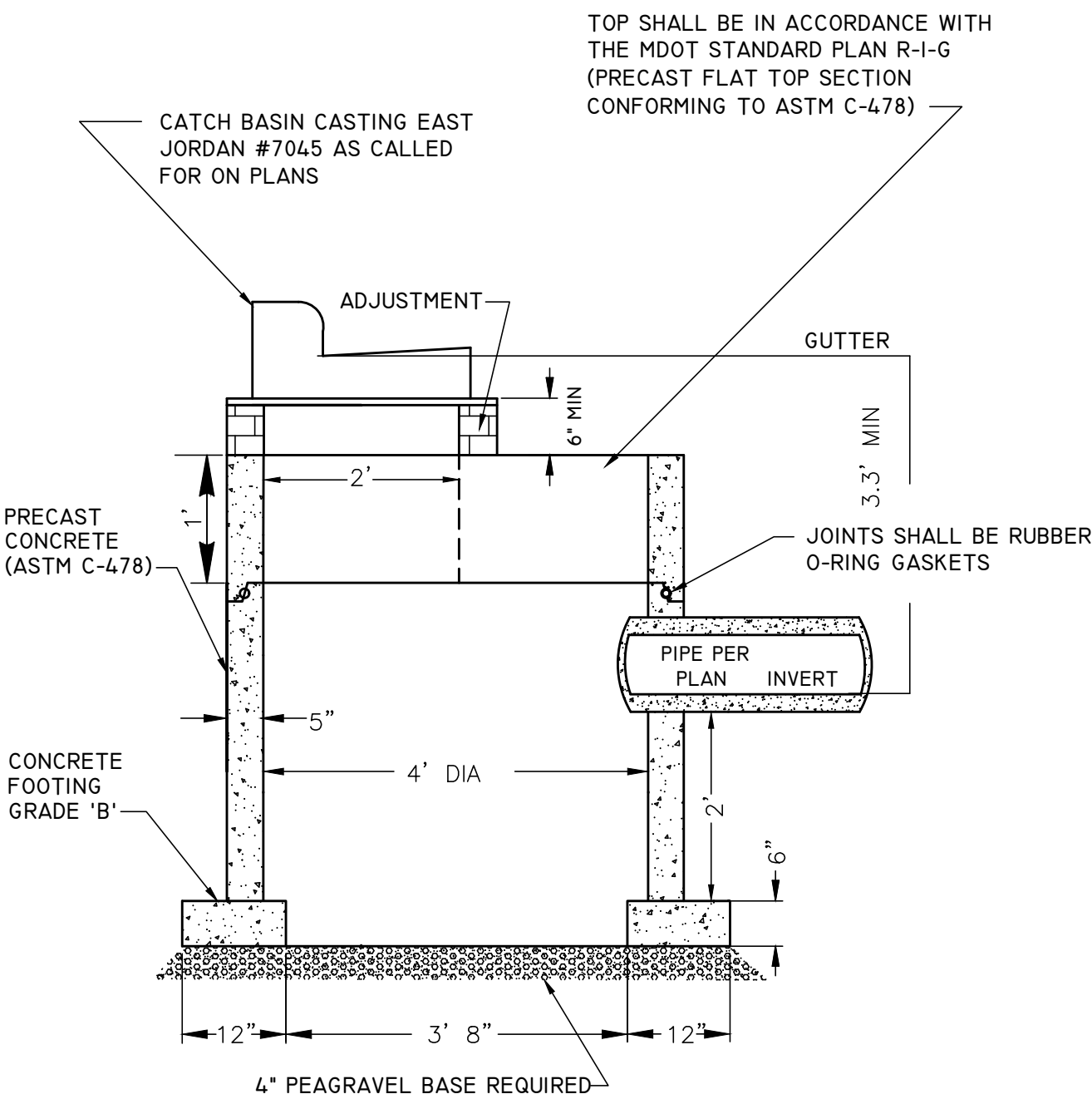


MANHOLE SPECIAL DETAIL, STORM



NO SCALE

CATCH BASIN SPECIAL DETAIL



NO SCALE

GENERAL NOTES:

- UPON REQUEST AND APPROVAL, THE CONTRACTOR MAY OBTAIN A WATER SUPPLY FROM THE CITY OF MUSKEGON FIRE HYDRANTS AT NO COST, PROVIDED THAT THEY FOLLOW THE CONDITIONS OF THE CITY WATER DEPARTMENT.
- WHENEVER SMALL CASTINGS (STOP BOXES, METER PITS, MONITORING WELLS) ARE ENCOUNTERED WITHIN THE WORK AREA THEY SHALL BE ADJUSTED AT NO COST TO THE CITY. PAYMENT SHALL BE INCLUDED WITH THE LINE ITEM OF WORK BEING PERFORMED.
- FOR PROTECTION OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CALL MISS DIG, (811) 1-800-482-7171, A MINIMUM OF 3 WORKING DAYS EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO EXCAVATING IN THE VICINITY OF ALL UTILITY LINES. ALL MISS DIG PARTICIPATING MEMBERS WILL THUS BE NOTIFIED, THIS DOES NOT RELIEVE THE CONTRACTOR THE RESPONSIBILITY OF NOTIFYING OWNERS WHO MAY NOT BE PART OF THE MISS DIG ALERT SYSTEM.
- PUBLIC UTILITIES OF ALL TYPES HAVE BEEN SHOWN ON THE PLAN USING AVAILABLE INFORMATION, BUT ARE NOT GUARANTEED AS ACCURATE, OR THAT UTILITIES OTHER THAN THOSE SHOWN ARE NOT PRESENT. THE CONTRACTOR SHALL CALL MISS DIG 3 WORKING DAYS (EXCLUDING SAT., SUN., AND HOLIDAYS) BEFORE DIGGING (1-800-482-7171).
- EXISTING TRAFFIC CONTROL SIGNS THAT NEED TO BE REMOVED TO ALLOW THE CONTRACTOR TO WORK WILL BE REMOVED BY THE CONTRACTOR AND STORED IN A SAFE PLACE TO AVOID DAMAGE. THE CONTRACTOR SHALL THEN REINSTALL THE SIGNS IN THEIR ORIGINAL LOCATION OR AS DIRECTED BY THE ENGINEER. REMOVAL AND REPLACEMENT OF THE SIGNS WILL BE INCLUDED IN THE ITEM OF MINOR TRAF DEVICES. SIGNS THAT ARE DAMAGED BY THE CONTRACTOR WILL BE REPLACED BY CITY FORCES, AND THE CONTRACTOR WILL PAY THE CITY FOR THE COST OF REPLACEMENT.
- THE CONTRACTOR SHALL SAW CUT ALL MEETS RELATIVE TO SIDEWALK OR PAVEMENT CONSTRUCTION UNLESS WAIVED BY THE ENGINEER. PAYMENT FOR SAW CUTTING SHALL BE INCLUDED IN THE PAYMENT FOR THE PAY ITEMS SYD PAVT, REM, MODIFIED, CURB AND GUTTER, REM, HMA SURFACE, REM AND SIDEWALK, REM. NO ADDITIONAL PAYMENT WILL ALLOWED FOR SAW CUTTING.
- IRRIGATION SYSTEMS AS MARKED OR STAKED DAMAGED THROUGH CARELESS WORK BY THE CONTRACTOR WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE CITY OF MUSKEGON. THE CITY OF MUSKEGON WILL PAY FOR RELOCATION OF IRRIGATION SYSTEMS DUE TO WIDENING OF ROAD OR IN CONFLICT WITH THE CONSTRUCTION OF UNDERGROUND WORK. PAYMENT WILL BE MADE BY A NEGOTIATED UNIT PRICE THROUGH A CONTRACT MODIFICATION. IT SHALL BE AT THE ENGINEER'S DISCRETION AS TO WHAT IRRIGATION REPAIR AND/OR RELOCATION IS THE RESULT OF CARELESS WORK BY THE CONTRACTOR OR THAT WHICH IS NECESSARY FOR THE CONSTRUCTION OF ROAD OR UTILITY WORK.
- THE CONTRACTOR SHALL PREVENT EROSION AND CONTROL SEDIMENTATION ASSOCIATED WITH THE PROJECT. KEEP SEDIMENTATION WITHIN THE RIGHT OF WAY AND OUT OF SURFACE WATERS, CONSTRUCT AND MAINTAIN TEMPORARY EROSION AND SEDIMENTATION CONTROLS, CONTROLS TO INCLUDE EROSION CONTROL, INLET PROTECTION, FABRIC DROPS, ON ALL INLET STRUCTURES, NEW AND EXISTING, AND INSTALL TEMPORARY EROSION, SEDIMENTATION CONTROLS AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REMOVE ON A DAILY BASIS SOIL TRACKED ONTO EXISTING PAVED ROADS, (VACUUM METHODS ARE PREFERRED BUT BROOM SWEEPING IS ACCEPTABLE IF THE MATERIAL IS REMOVED) THE CONTRACTOR SHALL INSPECT ALL SOIL EROSION/SEDIMENTATION CONTROL MEASURES ON A WEEKLY BASIS OR AFTER EACH RAIN FALL EVENT, CLEAN REPAIR, OR REPLACE, AS NECESSARY, TO ENSURE PROPER FUNCTION. ALL SOIL EROSION/ SEDIMENTATION CONTROLS SHALL REMAIN UNTIL ALL DISTURBED AREAS ARE STABILIZED. ALL SOIL EROSION /SEDIMENTATION CONTROL, EXCEPT FOR THE EROSION CONTROL, INLET PROTECTION, FABRIC DROP, SHALL BE INCLUDED WITH THE PAY ITEM "PAVT, REM, MODIFIED" NO OTHER PAYMENT SHALL BE MADE.



CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				MICHIGAN AVE, FRANKLIN ST. LSD TO HUDSON, WESTERN TO MICHIGAN			
DRAWN	F. PEASE	JUL 20	REVISION	SURVEY	F. PEASE	2019	H-92003
CHECKED			REVISION	AS-BUILT			PROJECT NO
APPROVED			REVISION	SCALE	NO SCALE	SHEET NO	2 OF 10

MICHIGAN AVE

STATION 5+08-5+17 LT/RT
24 FT SEWER, REM, LESS THAN 24 INCH
2 EA DR STRUCTURE, REM, MODIFIED
1 EA CATCH BASIN 2 FT ID SPECIAL DETAIL, RT
1 EA CATCH BASIN SPECIAL DETAIL
1 EA SEWER TAP, 6 INCH
1 EA SEWER TAP, 10 INCH
2 EA DR STRUCTURE COVER, TYPE K, MODIFIED
7 FT SEWER, PVC SDR 35, 6 INCH, TR DET B, MODIFIED
14 FT SEWER, PVC SDR 35, 10 INCH, TR DET B, MODIFIED
53 FT SEWER, CL E, 12 INCH, TR DET B
(PROP GUTTER ELEV. LT 605.35, PROP 12" INV SE 601.85,
PROP GUTTER ELEV. 605.30, PROP 12" INV NE 601.70,
PROP 6" INV SW 602.38)

STATION 5+17 LT
1 EA DR STRUCTURE COVER, ADJ, CASE I, MODIFIED
1 EA DR STRUCTURE COVER, TYPE B, MODIFIED
2 EA DR STRUCTURE TAP, 12 INCH
(PROP TOP CAST ELEV. 605.22, PROP 12" INV NW 601.77,
PROP 12" INV SW 601.60)

STATION 4+57-4+66 LT
16 SF SIDEWALK RAMP, CONC, 6 INCH
5 FT DETECTABLE WARNING SURFACE
8 FT CURB RAMP OPENING, CONC

24-205-469-0008-00
1188 LAKESHORE DR
MUSKEGON, MI 49441
COLES QUALITY FOODS
1188 LAKESHORE DR
MUSKEGON, MI 49441

NOTE: REPLACE EXISTING ROCK TERRACE
WITH TOPSOIL AND HYDROSEED

STATION 2+70 LT
1 EA DR STRUCTURE COVER, ADJ, CASE I, MODIFIED
1 EA DR STRUCTURE COVER, TYPE B, MODIFIED
2 EA DR STRUCTURE TAP, 12 INCH
(PROP TOP CAST ELEV. 617.81, PROP 12" INV S. 614.18,
PROP 12" INV SW 615.53)

STATION 3+60, 4+55 LT/RT
2 EA WATER VALVE BOX AND COVER, COMPLETE

STATION 2+19-2+79 LT
90 FT DRIVEWAY OPENING, CONC, DET M
11 TON HAND PATCHING
61 SYD AGGREGATE BASE, 8 INCH

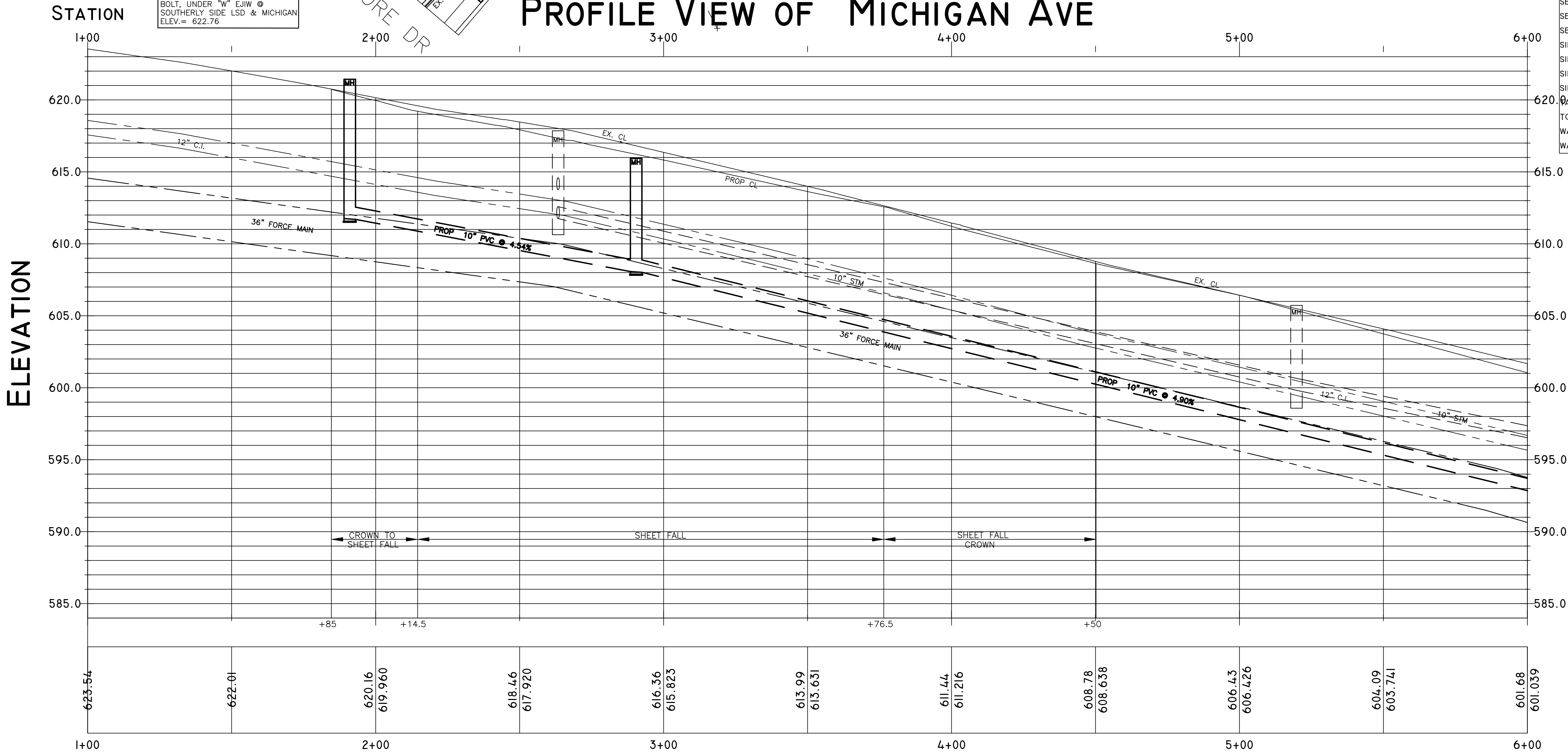
STATION 2+15-2+70 LT/RT
2 EA DR STRUCTURE, REM, MODIFIED
1 EA CATCH BASIN 2 FT ID SPECIAL DETAIL, LT
1 EA CATCH BASIN SPECIAL DETAIL
2 EA DR STRUCTURE COVER, TYPE K, MODIFIED
106 FT SEWER, CL E, 12 INCH, TR DET B
(PROP GUTTER ELEV. LT 619.30, PROP 12" INV NE 615.70,
PROP GUTTER ELEV. 617.93, PROP 12" INV NW 614.33)

STATION 2+10-2+31 LT
13 SYD SIDEWALK, REM
107 SF SIDEWALK, CONC, 4 INCH

STATION 1+90-6+00 RT
2 EA MANHOLE SPECIAL DETAIL, SANITARY
3 FT DR STRUCTURE, ADD DEPTH OF 48 INCH DIA, 8 FOOT TO 15 FOOT
2 EA DR STRUCTURE COVER, TYPE B, MODIFIED
390 FT SEWER, PVC SDR 35, 10 INCH, TR DET B, MODIFIED
(PROP 10" INV E. 608.02, PROP 10" INV SW 608.07,
PROP 10" INV NE 611.70,
PROP TOP CAST ELEV. 621.43, 1+90 RT, 615.93, 2+90 RT)

BENCHMARK: ON EXISTING HYD
BOLT, UNDER "W" EJIW @
SOUTHERLY SIDE LSD & MICHIGAN
ELEV.= 622.76

PROFILE VIEW OF MICHIGAN AVE

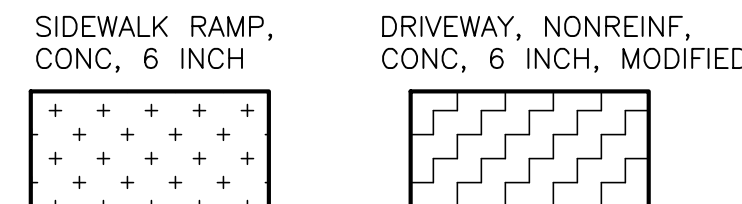


ADDITIONAL QUANTITIES THIS SHEET
STA 1+84 TO 6+00

2144 SYD PAVT, REM, MODIFIED
1486 SYD AGGREGATE BASE, 8 INCH
4.2 STA MACHINE GRADING, MODIFIED
344 TON HMA, 4E3
4 EA EROSION CONTROL, INLET PROTECTION, FABRIC DROP
769 FT CURB AND GUTTER, CONC, DET F4
737 SYD TOPSOIL SURFACE, FURN, 4 INCH
737 SYD HYDROSEEDING

NOTE: THERE WILL BE APPROXIMATELY 512 CYD OF EXCAVATION
INCLUDED UNDER THE MACHINE GRADING, MODIFIED PAY ITEM

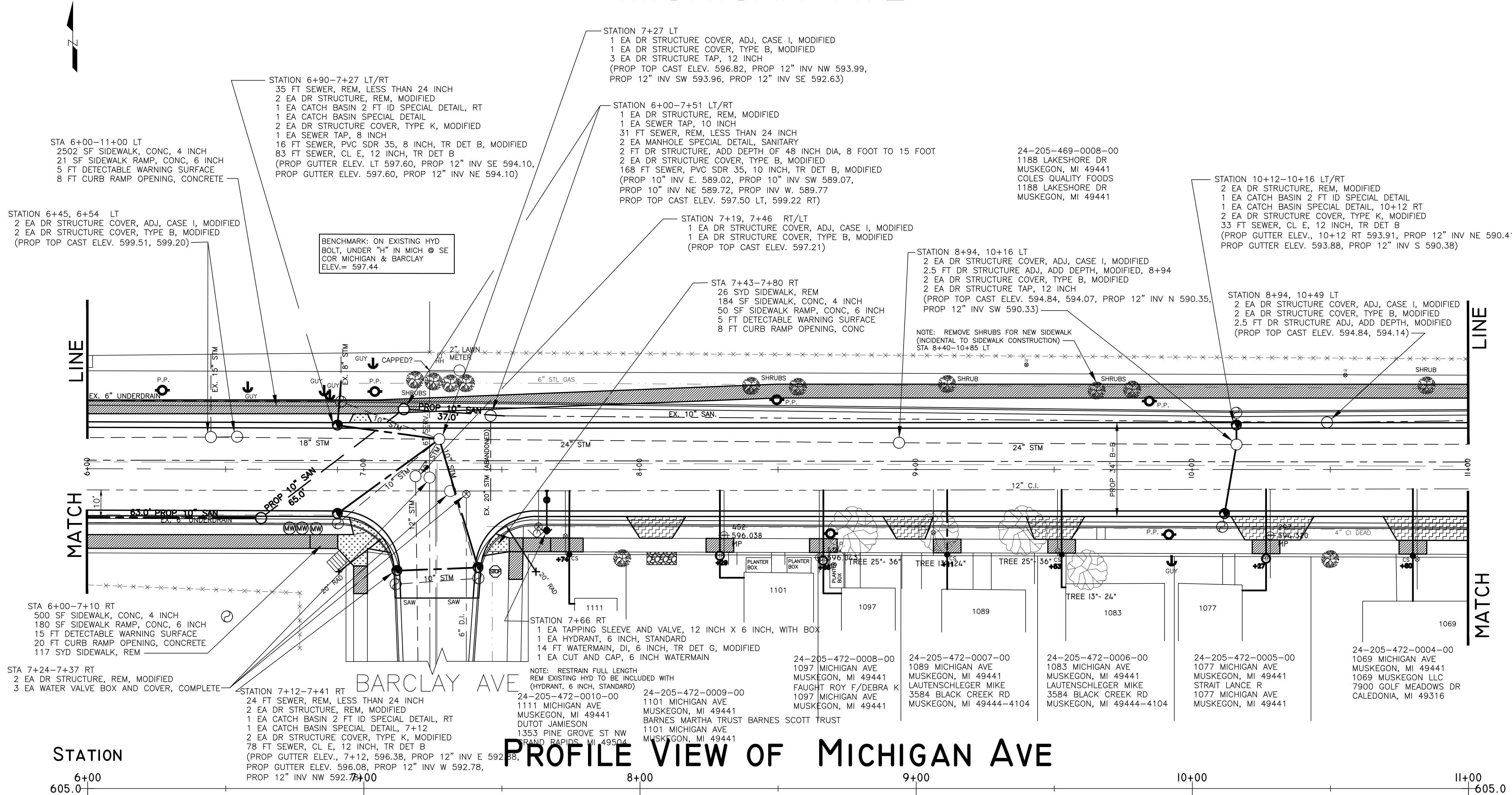
QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	1547	SYD
CATCH BASIN SPECIAL DETAIL	2	EA
CATCH BASIN 2 FT ID SPECIAL DETAIL	2	EA
CURB AND GUTTER, CONC, DET F4	769	FT
CURB RAMP OPENING, CONC	16	FT
CUT AND CUT, 6 INCH WATERMAIN	1	EA
DETECTABLE WARNING	10	FT
DR STRUCTURE, ADD DEPTH OF 48 INCH DIA, 8 FOOT TO 15 FT	3	FT
DR STRUCTURE, REM, MODIFIED	4	EA
DR STRUCTURE COVER, TYPE B, MODIFIED	4	EA
DR STRUCTURE COVER, TYPE K, MODIFIED	4	EA
DR STRUCTURE COVER, ADJ, CASE I, MODIFIED	2	EA
DR STRUCTURE, TAP, 12 INCH	4	EA
DRIVEWAY OPENING, CONC, DET M	90	FT
DRIVEWAY, NONREINF CONC, 6 INCH	43	SYD
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	4	EA
HAND PATCHING	11	TON
HMA, 4E3	344	TON
HYDRANT, 6 INCH, STANDARD	1	EA
HYDROSEEDING	737	SYD
MACHINE GRADING, MODIFIED	4.2	STA
MANHOLE SPECIAL DETAIL, SANITARY	2	EA
PAVT, REM, MODIFIED	2144	SYD
SEWER, CL E, 12 INCH, TR DET B	159	FT
SEWER, PVC SDR 35, 6 INCH, TR DET B, MODIFIED	7	FT
SEWER, PVC SDR 35, 10 INCH, TR DET B, MODIFIED	404	FT
SEWER, REM, LESS THAN 24 INCH	24	FT
SEWER TAP, 6 INCH	1	EA
SEWER TAP, 10 INCH	1	EA
SIDEWALK, CONC, 4 INCH	2937	SF
SIDEWALK, CONC, 6 INCH	1250	SF
SIDEWALK RAMP, CONC, 6 INCH	60	SF
SIDEWALK, REM	333	SYD
TAPPING SLEEVE AND VALVE, 12 INCH X 6 INCH, WITH BOX	1	EA
TOPSOIL SURFACE, FURN, 4 INCH	737	SYD
WATERMAIN, DI, 6 INCH, TR DET G, MODIFIED	14	FT
WATER VALVE BOX AND COVER, COMPLETE	2	EA



SCALE: 1"=20'
VERT. SCALE: 1"=4'

CITY OF MUSKEGON				MICHIGAN & FRANKLIN,			
OFFICE OF THE CITY ENGINEER				LAKESHORE DR. TO HUDSON, WESTERN AVE TO MICH.			
DRAWN	F. PEASE	JULY 20	REVISION	SURVEY	F. PEASE	2019	H-92003
CHECKED			REVISION	AS-BUILT			
APPROVED			REVISION	SCALE	NO SCALE	SHEET NO. 3	OF 10

MICHIGAN AVE

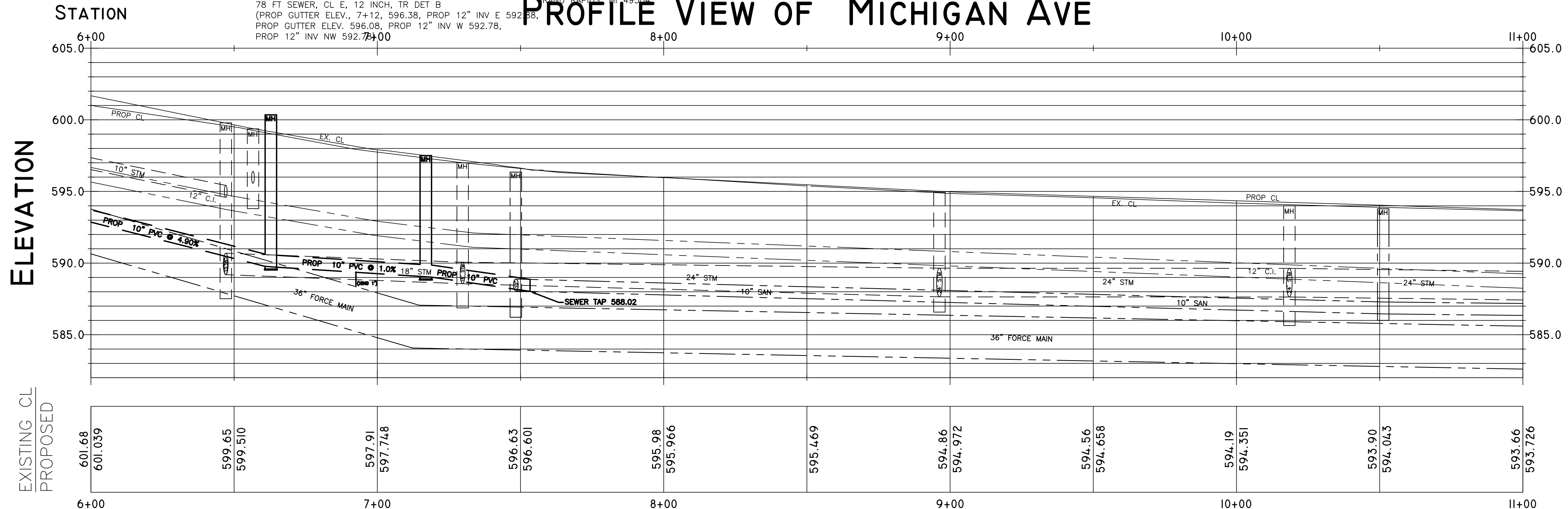


ADDITIONAL QUANTITIES THIS SHEET
STA 6+00 TO 11+00

2543 SYD PAVT, REM, MODIFIED
1787 SYD AGGREGATE BASE, 8 INCH
5.0 STA MACHINE GRADING, MODIFIED
414 TON HMA, 4E3
6 EA EROSION CONTROL, INLET PROTECTION, FABRIC DROP
1040 FT CURB AND GUTTER, CONC, DET F4
110 SYD DRIVEWAY, NONREINF, 6 INCH
34 SYD SIDEWALK, REM
150 SF SIDEWALK, CONC, 6 INCH
150 SF SIDEWALK, CONC, 4 INCH
840 SYD TOPSOIL SURFACE, FURN, 4 INCH
840 SYD HYDROSEEDING

NOTE: THERE WILL BE APPROXIMATELY 454 CYD OF EXCAVATION INCLUDED UNDER THE MACHINE GRADING, MODIFIED PAY ITEM

QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	1787	SYD
CATCH BASIN SPECIAL DETAIL	3	EA
CATCH BASIN 2 FT ID SPECIAL DETAIL	3	EA
CORPORATION STOP, 1 INCH	7	EA
CURB STOP AND BOX, 1 INCH	4	EA
CURB AND GUTTER, CONC, DET F4	1040	FT
CURB RAMP OPENING, CONC	36	FT
CUT AND CUT, 6 INCH WATERMAIN	1	EA
DETECTABLE WARNING	25	FT
DR STRUCTURE, ADD DEPTH OF 48 INCH DIA, 8 FOOT TO 15 FT	2	FT
DR STRUCTURE, REM, MODIFIED	7	EA
DR STRUCTURE COVER, TYPE B, MODIFIED	10	EA
DR STRUCTURE COVER, TYPE K, MODIFIED	6	EA
DR STRUCTURE, ADJ, ADD DEPTH, MODIFIED	5	FT
DR STRUCTURE COVER, ADJ, CASE I, MODIFIED	8	EA
DR STRUCTURE, TAP, 12 INCH	5	EA
DRIVEWAY, NONREINF CONC, 6 INCH	110	SYD
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	6	EA
HMA, 4E3	414	TON
HYDRANT, 6 INCH, STANDARD	1	EA
HYDROSEEDING	840	SYD
MACHINE GRADING, MODIFIED	5	STA
MANHOLE SPECIAL DETAIL, SANITARY	2	EA
METER PIT COMPLETE	3	EA
PAVT, REM, MODIFIED	2543	SYD
SEWER, CL E, 12 INCH, TR DET B	194	FT
SEWER, PVC SDR 35, 8 INCH, TR DET B, MODIFIED	16	FT
SEWER, PVC SDR 35, 10 INCH, TR DET B, MODIFIED	168	FT
SEWER, REM, LESS THAN 24 INCH	90	FT
SEWER TAP, 8 INCH	1	EA
SEWER TAP, 10 INCH	1	EA
SIDEWALK, CONC, 4 INCH	3336	SF
SIDEWALK, CONC, 6 INCH	150	SF
SIDEWALK RAMP, CONC, 6 INCH	230	SF
SIDEWALK, REM	294	SYD
TAPPING SLEEVE AND VALVE, 12 INCH X 6 INCH, WITH BOX	1	EA
TOPSOIL SURFACE, FURN, 4 INCH	840	SYD
WATERMAIN, DI, 6 INCH, TR DET G, MODIFIED	14	FT
WATER VALVE BOX AND COVER, COMPLETE	3	EA
WATER SERVICE, 1 INCH, COPPER TYPE K	166	FT
WATER SERVICE, PRIVATE PROPERTY	120	FT
WATER SERVICE, BUILDING CONNECTION	7	EA

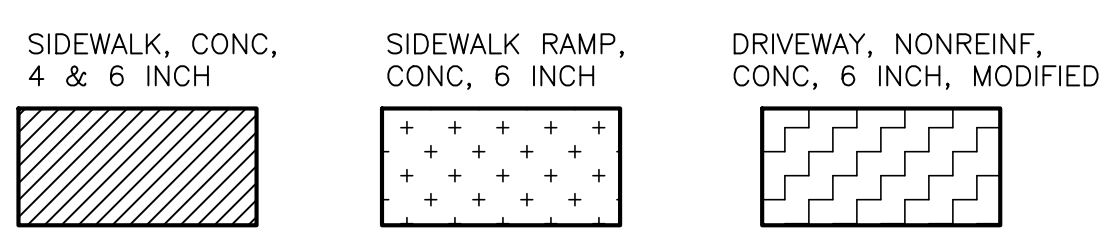


WATER SERVICE SCHEDULE, ROW						
STATION	CORPORATION STOP, 1 INCH	CURB STOP AND BOX, 1 INCH	METER PIT COMPLETE	WATER SERVICE 1 INCH, COPPER TYPE K	PRIVATE PROPERTY (FT)	BUILDING CONNECTION
7+74 RT	1 EA	1 EA		23 FT	20 FT	1 EA
8+29 RT	1 EA		1 EA	23 FT	17 FT	1 EA
8+66 RT	1 EA		1 EA	23 FT	20 FT	1 EA
9+11 RT	1 EA	1 EA		24 FT	13 FT	1 EA
9+53 RT	1 EA	1 EA		24 FT	13 FT	1 EA
10+27 RT	1 EA			24 FT	21 FT	1 EA
10+80 RT	1 EA	1 EA	1 EA	25 FT	16 FT	1 EA



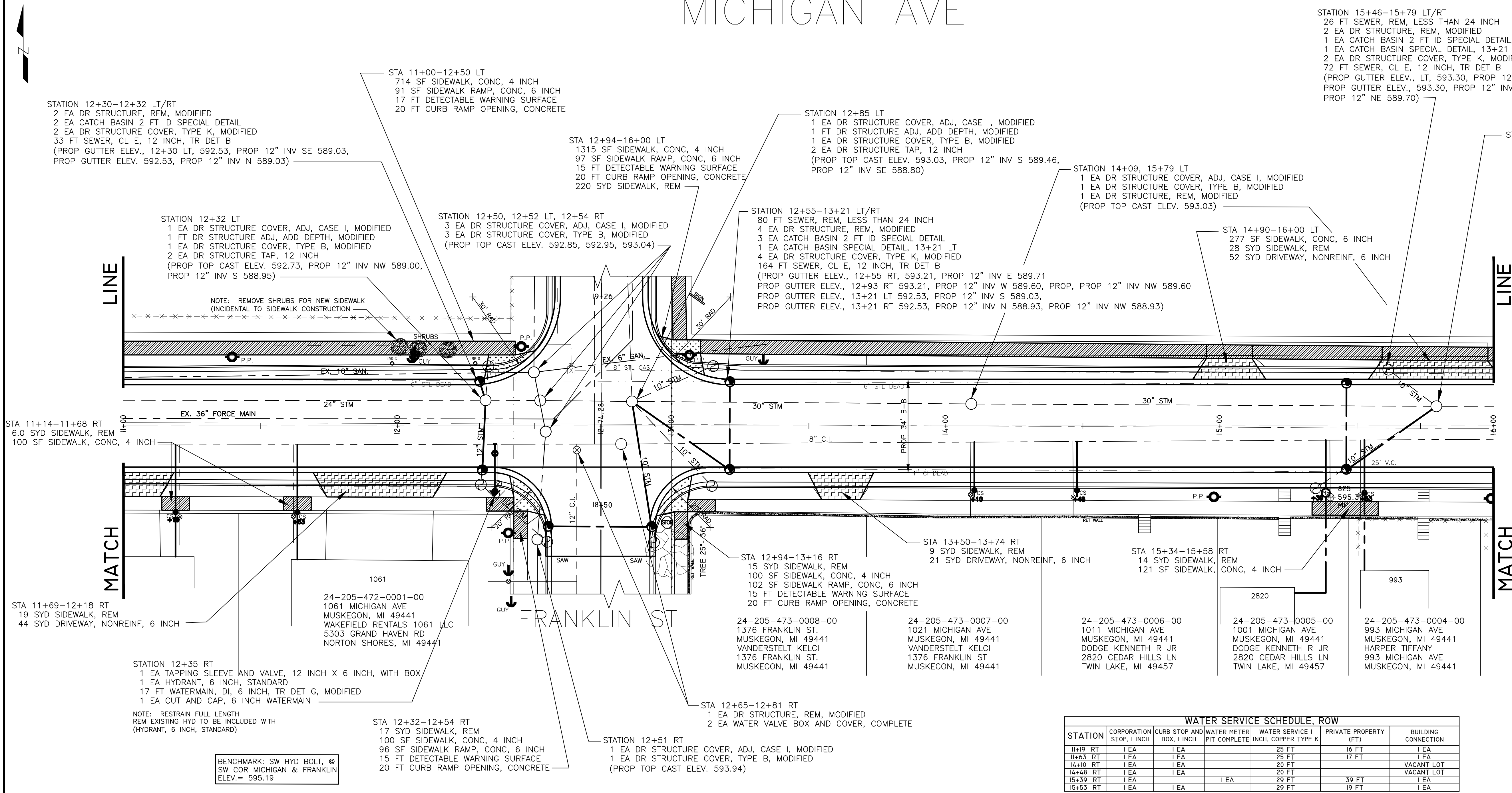
0 10 20 40

SCALE: 1"=20'
VERT. SCALE: 1"=4'



CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER			MICHIGAN & FRANKLIN, LAKESHORE DR. TO HUDSON, WESTERN AVE TO MICH.		
DRAWN F. PEASE JULY 20	REVISION	SURVEY F. PEASE 2019	H-92003	PROJECT NO.	
CHECKED	REVISION	AS-BUILT	21	SCALE	NO SCALE
APPROVED	REVISION	SCALE	NO SCALE	SHEET NO.	4 OF 10

MICHIGAN AVE



ADDITIONAL QUANTITIES THIS SHEET STA 11+00 TO 16+00

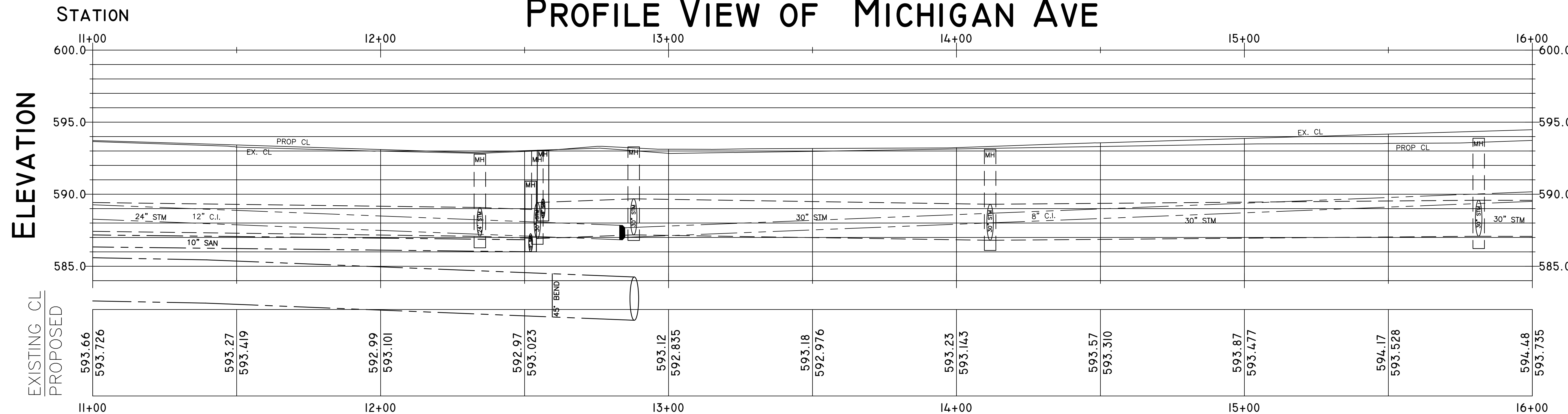
2726 SYD PAVT, REM, MODIFIED
1976 SYD AGGREGATE BASE, 8 INCH
5.0 STA MACHINE GRADING, MODIFIED
460 TON HMA, 4E3
8 EA EROSION CONTROL, INLET PROTECTION, FABRIC DROP
1041 FT CURB AND GUTTER, CONC, DET F4
719 SYD TOPSOIL SURFACE, FURN, 4 INCH
719 SYD HYDROSEEDING

NOTE: THERE WILL BE APPROXIMATELY 635 CYD OF EXCAVATION INCLUDED UNDER THE MACHINE GRADING, MODIFIED PAY ITEM

QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	1976	SYD
CATCH BASIN SPECIAL DETAIL	2	EA
CATCH BASIN 2 FT ID SPECIAL DETAIL	6	EA
CORPORATION STOP, 1 INCH	6	EA
CURB STOP AND BOX, 1 INCH	5	EA
CURB AND GUTTER, CONC, DET F4	1041	FT
CURB RAMP OPENING, CONC	80	FT
CUT AND CUT, 6 INCH WATERMAIN	1	EA
DETECTABLE WARNING	67	FT
DR STRUCTURE, REM, MODIFIED	10	EA
DR STRUCTURE COVER, TYPE B, MODIFIED	8	EA
DR STRUCTURE COVER, TYPE K, MODIFIED	8	EA
DR STRUCTURE, ADJ, ADD DEPTH, MODIFIED	3	FT
DR STRUCTURE COVER, ADJ, CASE I, MODIFIED	8	EA
DR STRUCTURE, TAP, 12 INCH	5	EA
DRIVEWAY, NONREINF CONC, 6 INCH	117	SYD
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	8	EA
HMA, 4E3	460	TON
HYDRANT, 6 INCH, STANDARD	1	EA
HYDROSEEDING	719	SYD
MACHINE GRADING, MODIFIED	5	STA
METER PIT COMPLETE	1	EA
PAVT, REM, MODIFIED	2726	SYD
SEWER, CL E, 12 INCH, TR DET B	269	FT
SEWER, REM, LESS THAN 24 INCH	106	FT
SIDEWALK, CONC, 4 INCH	2450	SF
SIDEWALK, CONC, 6 INCH	277	SF
SIDEWALK RAMP, CONC, 6 INCH	386	SF
SIDEWALK, REM	328	SYD
TAPPING SLEEVE AND VALVE, 12 INCH X 6 INCH, WITH BOX	1	EA
TOPSOIL SURFACE, FURN, 4 INCH	719	SYD
WATERMAIN, DI, 6 INCH, TR DET G, MODIFIED	17	FT
WATER VALVE BOX AND COVER, COMPLETE	2	EA
WATER SERVICE, 1 INCH, COPPER TYPE K	148	FT
WATER SERVICE, PRIVATE PROPERTY	91	FT
WATER SERVICE, BUILDING CONNECTION	4	EA

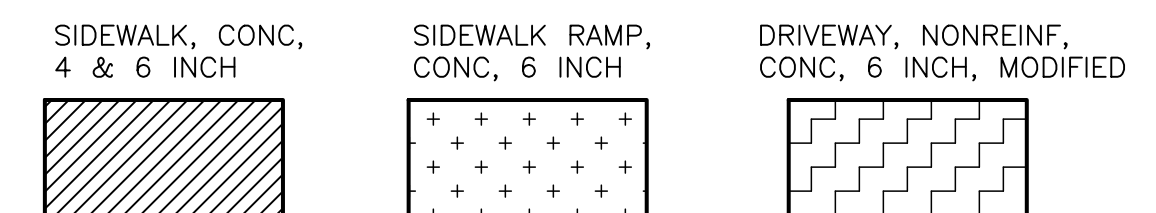
WATER SERVICE SCHEDULE, ROW						
STATION	CORPORATION STOP, 1 INCH	CURB STOP AND BOX, 1 INCH	WATER METER PIT COMPLETE	WATER SERVICE 1 INCH, COPPER TYPE K	PRIVATE PROPERTY (FT)	BUILDING CONNECTION
11+19 RT	1 EA	1 EA		25 FT	16 FT	1 EA
11+63 RT	1 EA	1 EA		25 FT	17 FT	1 EA
14+10 RT	1 EA	1 EA		20 FT		VACANT LOT
14+45 RT	1 EA	1 EA		20 FT		VACANT LOT
15+39 RT	1 EA		1 EA	29 FT	39 FT	1 EA
15+53 RT	1 EA	1 EA		29 FT	19 FT	1 EA

PROFILE VIEW OF MICHIGAN AVE



0 10 20 40

SCALE: 1"=20'
VERT. SCALE: 1"=4'



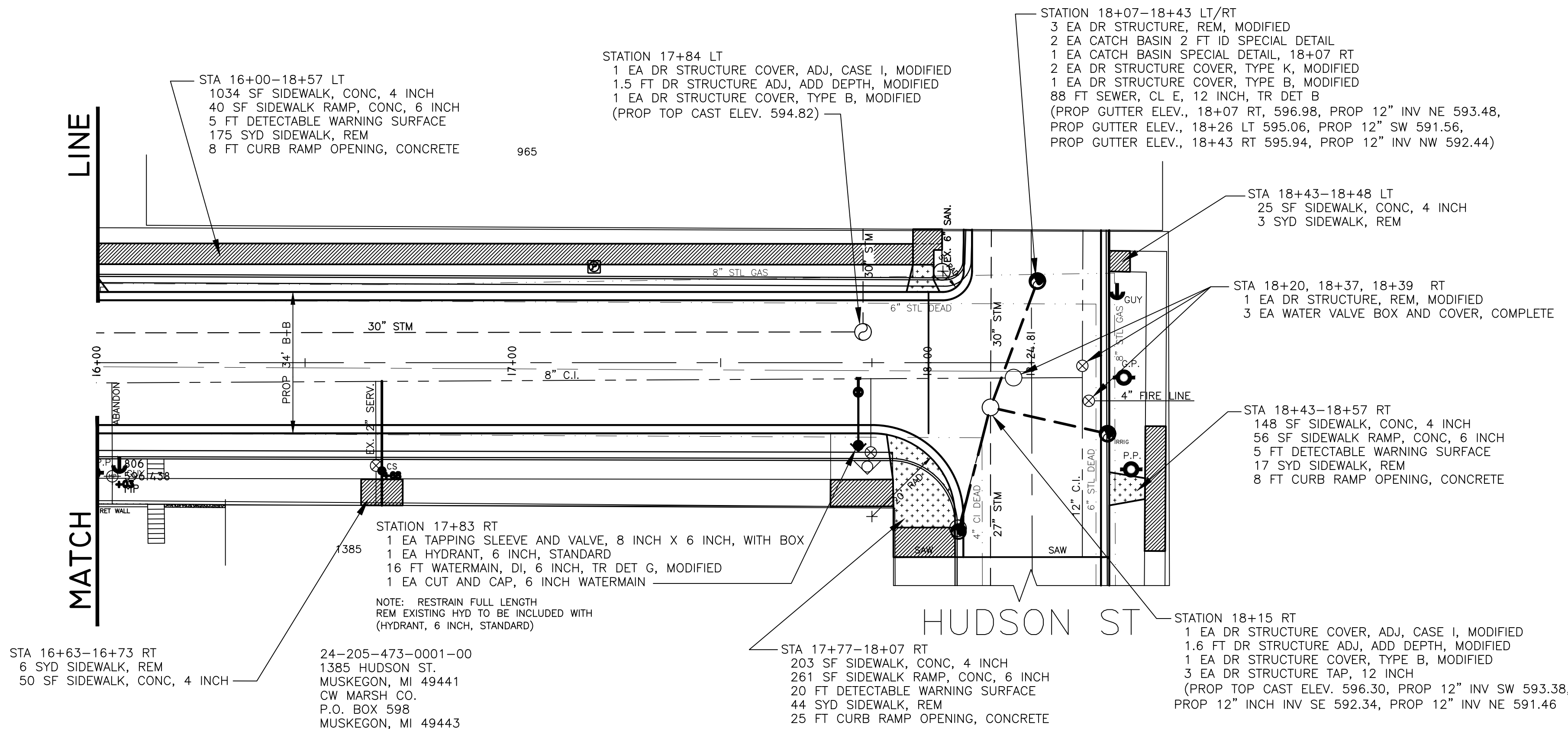
CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				MICHIGAN & FRANKLIN, LAKESHORE DR. TO HUDSON, WESTERN AVE TO MICH.			
DRAWN F. PEASE	JULY 20	REVISION		SURVEY F. PEASE	2019	H-92003	
CHECKED		REVISION		AS-BUILT		PROJECT NO.	
APPROVED		REVISION		SCALE NO SCALE		SHEET NO. 5	OF 10

MICHIGAN AVE

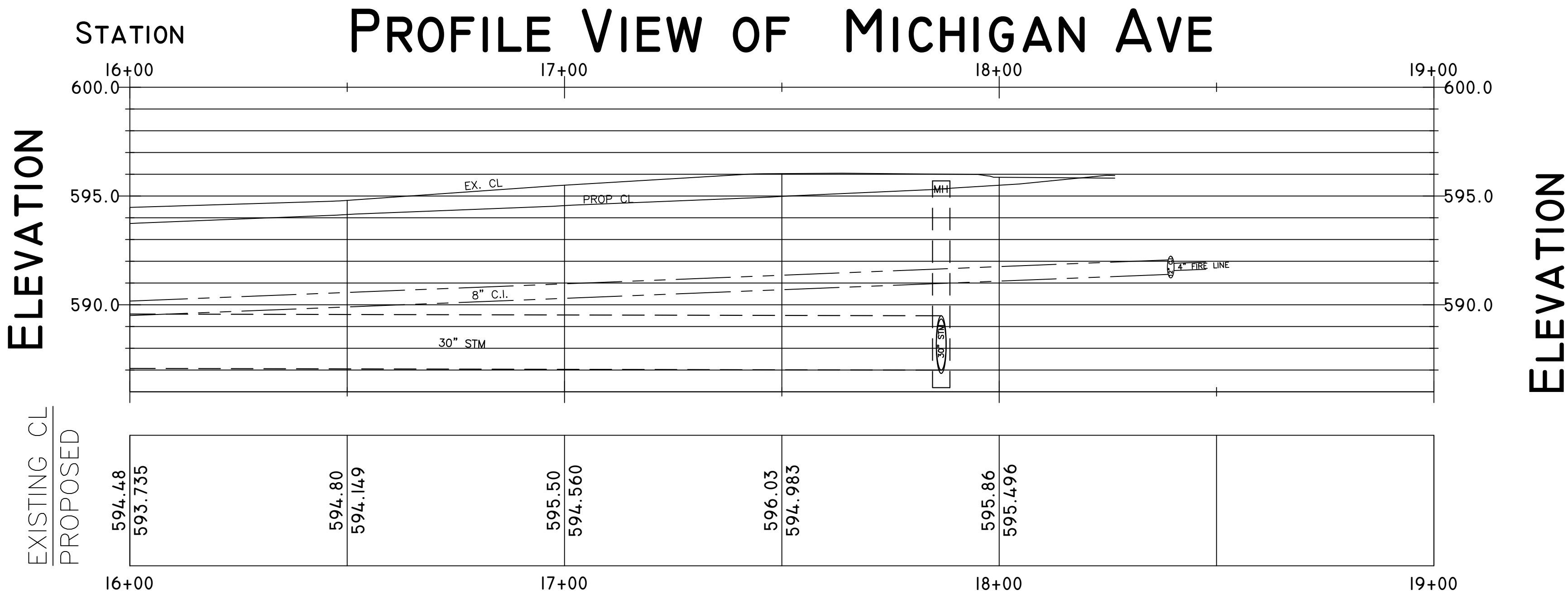
ADDITIONAL QUANTITIES THIS SHEET
STA 16+00 TO 18+57

1340 SYD PAVT, REM, MODIFIED
993 SYD AGGREGATE BASE, 8 INCH
2.4 STA MACHINE GRADING, MODIFIED
230 TON HMA, 4E3
4 EA EROSION CONTROL, INLET PROTECTION, FABRIC DROP
534 FT CURB AND GUTTER, CONC, DET F4
230 SYD TOPSOIL SURFACE, FURN, 4 INCH
230 SYD HYDROSEEDING

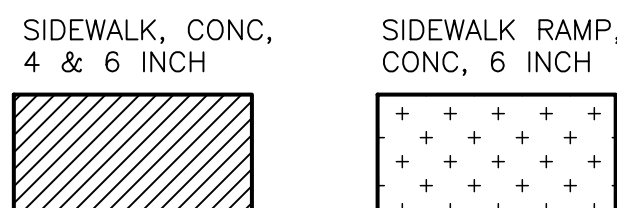
NOTE: THERE WILL BE APPROXIMATELY 493 CYD OF EXCAVATION INCLUDED UNDER THE MACHINE GRADING, MODIFIED PAY ITEM



QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	993	SYD
CATCH BASIN SPECIAL DETAIL	1	EA
CATCH BASIN 2 FT ID SPECIAL DETAIL	2	EA
CORPORATION STOP, 2 INCH	1	EA
CURB STOP AND BOX, 2 INCH	1	EA
CURB AND GUTTER, CONC, DET F4	534	FT
CURB RAMP OPENING, CONC	41	FT
CUT AND CUT, 6 INCH WATERMAIN	1	EA
DETECTABLE WARNING	30	FT
DR STRUCTURE, REM, MODIFIED	4	EA
DR STRUCTURE COVER, TYPE B, MODIFIED	3	EA
DR STRUCTURE COVER, TYPE K, MODIFIED	3	EA
DR STRUCTURE, ADJ, ADD DEPTH, MODIFIED	3.1	FT
DR STRUCTURE COVER, ADJ, CASE I, MODIFIED	2	EA
DR STRUCTURE, TAP, 12 INCH	3	EA
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	4	EA
HMA, 4E3	230	TON
HYDRANT, 6 INCH, STANDARD	1	EA
HYDROSEEDING	230	SYD
MACHINE GRADING, MODIFIED	2.4	STA
PAVT, REM, MODIFIED	1340	SYD
SEWER, CL E, 12 INCH, TR DET B	88	FT
SIDEWALK, CONC, 4 INCH	1460	SF
SIDEWALK RAMP, CONC, 6 INCH	357	SF
SIDEWALK, REM	245	SYD
TAPPING SLEEVE AND VALVE, 8 INCH X 6 INCH, WITH BOX	1	EA
TOPSOIL SURFACE, FURN, 4 INCH	230	SYD
WATERMAIN, DI, 6 INCH, TR DET G, MODIFIED	16	FT
WATER VALVE BOX AND COVER, COMPLETE	3	EA
WATER SERVICE, 2 INCH, COPPER TYPE K	30	FT
WATER SERVICE, PRIVATE PROPERTY		FT
WATER SERVICE, BUILDING CONNECTION	1	EA
ABANDON WATER SERVICE	1	EA

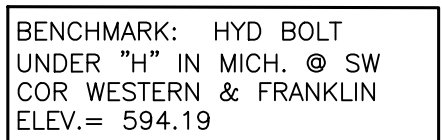


WATER SERVICE SCHEDULE, ROW						
STATION	CORPORATION STOP, 2 INCH	CURB STOP AND BOX, 2 INCH	WATER METER PIT COMPLETE	WATER SERVICE 2 INCH, COPPER TYPE K	PRIVATE PROPERTY (FT)	BUILDING CONNECTION
16+68 RT	1 EA	1 EA		30 FT		1 EA



0 10 20 40
SCALE: 1"=20'
VERT. SCALE: 1"=4'



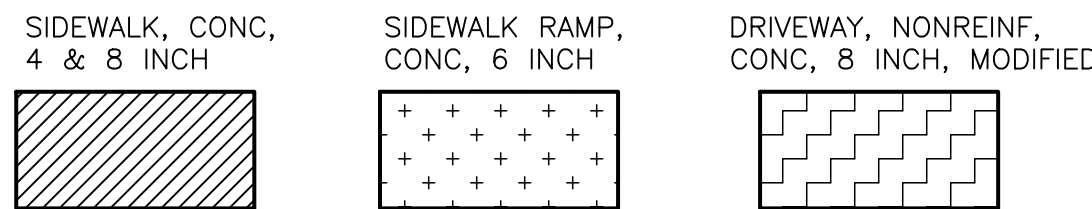
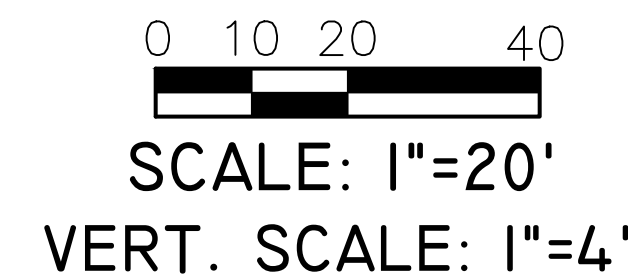
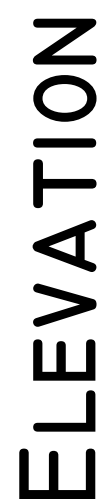


1625 SYD PAVT, REM, MODIFIED
1242 SYD AGGREGATE BASE, 8 INCH
3.5 STA MACHINE GRADING, MODIFIED
287 TON HMA, 4E3
7 EA EROSION CONTROL, INLET PROTECTION, FABRIC DROP
739 FT CURB AND GUTTER, CONC, DET F4
454 SYD TOPSOIL SURFACE, FURN, 4 INCH
454 SYD HYDROSEEDING

NOTE: THERE WILL BE APPROXIMATELY 353 CYD OF EXCAVATION INCLUDED UNDER THE MACHINE GRADING, MODIFIED PAY ITEM

QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITIES	UNIT
AGGREGATE BASE, 8 INCH	124.2	SYD
CATCH BASIN 2 FT ID SPECIAL DETAIL	4	EA
CURB AND GUTTER, CONC, DET F4	739	FT
CURB RAMP OPENING, CONC	8	FT
CUT AND CUT, 6 INCH WATERMAIN	1	EA
DETECTABLE WARNING	5	FT
DRIVEWAY, NONREINF CONC, 8 INCH	74	SYD
DR STRUCTURE, REM, MODIFIED	8	EA
DR STRUCTURE COVER, TYPE B, MODIFIED	8	EA
DR STRUCTURE COVER, TYPE K, MODIFIED	4	EA
DR STRUCTURE, ADJ, ADD DEPTH, MODIFIED	3.6	FT
DR STRUCTURE COVER, ADJ, CASE I, MODIFIED	8	EA
DR STRUCTURE, TAP, 12 INCH	2	EA
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	7	EA
HMA, 4E3	287	TON
HYDRANT, 6 INCH, STANDARD	1	EA
HYDROSEEDING	454	SYD
MACHINE GRADING, MODIFIED	3.5	STA
MANHOLE SPECIAL DETAIL, STORM	1	EA
PAVT, REM, MODIFIED	1625	SYD
SEWER BULKHEAD, 12 INCH	2	EA
SEWER, CL E, 12 INCH, TR DET B	65	FT
SEWER, DUCTILE IRON, CL 52, 12 INCH, TR DET B	31	FT
SIDEWALK, CONC, 4 INCH	1528	SF
SIDEWALK, CONC, 8 INCH	286	SF
SIDEWALK RAMP, CONC, 6 INCH	43	SF
SIDEWALK, REM	85	SYD
TAPPING SLEEVE AND VALVE, 12 INCH X 6 INCH, WITH BOX	1	EA
TOPSOIL SURFACE, FURN, 4 INCH	454	SYD
WATERMAIN, DI, 6 INCH, TR DET G, MODIFIED	23	FT
WATER VALVE BOX AND COVER, COMPLETE	1	EA
ABANDON WATER SERVICE		EA

ELEVATION



TRAFFIC CONTROL DETAILS

ESTIMATED QUANTITIES				
SIGN, TYPE B TEMPORARY				
SIGN	DESCRIPTION	QUANTITY	AREA	TOTAL AREA
G20-2	END ROAD WORK	2	8 SFT	16 SFT
M4-8A	DETOUR ENDS	2	4 SFT	8 SFT
M4-10 LT	DETOUR ARROW LEFT	1	6 SFT	6 SFT
M4-9 UP	DETOUR UP	6	5 SFT	30 SFT
M4-9 RT	DETOUR RT	2	5 SFT	10 SFT
M4-9 LT	DETOUR LT	1	5 SFT	5 SFT
M4-10 RT	DETOUR ARROW RIGHT	1	6 SFT	6 SFT
R5-18C	WORK ZONE BEGINS	2	16 SFT	32 SFT
R11-2	ROAD CLOSED	5	10 SFT	50 SFT
R11-4	ROAD CLOSED TO THRU TRAFFIC	5	12.5 SFT	62.5 SFT
W20-2	DETOUR AHEAD	2	16 SFT	32 SFT
W20-3	ROAD CLOSED AHEAD	5	16 SFT	80 SFT
W21-4	ROAD WORK AHEAD	6	16 SFT	96 SFT
			TOTAL	433.5 SFT

ESTIMATED QUANTITIES				
SIGN, TYPE B TEMPORARY, SPECIAL				
SIGN	DESCRIPTION	QUANTITY	AREA	TOTAL AREA
SS-1	FRANKLIN/ MICHIGAN	9	8 SFT	72 SFT
SS-2	W. WESTERN OPEN	1	8 SFT	8 SFT
			TOTAL	80 SFT

ESTIMATED TRAFFIC CONTROL DEVICES		
	I	LS
MINOR TRAFFIC DEVICES		
BARRICADE, TYPE III, HIGH INTENSITY, LIGHTED, FURN	9	EA
BARRICADE, TYPE III, HIGH INTENSITY, LIGHTED, OPER	9	EA
PLASTIC DRUM, HIGH INTENSITY, FURN	31	EA
PLASTIC DRUM, HIGH INTENSITY, OPER	31	EA
SIGN, TYPE B, TEMP, PRISMATIC, FURN	433.5	SFT
SIGN, TYPE B, TEMP, PRISMATIC, OPER	433.5	SFT
SIGN, TYPE B, TEMP, PRISMATIC, SPECIAL, FURN	80	SFT
SIGN, TYPE B TEMP, PRISMATIC, SPECIAL, OPER	80	SFT
SIGN, PORTABLE, CHANGEABLE MESSAGE, FURN	2	EA
SIGN, PORTABLE, CHANGEABLE MESSAGE, OPER	2	EA
MAINTENANCE GRAVEL, LM	200	CYD
DUST PALLIATIVE, APPLIED	5	TON

TRAFFIC CONTROL NOTES:

1. THE CONTRACTOR SHALL MAINTAIN ACCESS TO BUSINESSES, RESIDENCES, AND CROSS STREETS WITH MAINTENANCE GRAVEL AS DIRECTED BY THE ENGINEER. CONTRACTOR MAY USE THE EXISTING AGGREGATE BASE FOR MAINTENANCE GRAVEL OR HMA MILLINGS. AGGREGATE OR HMA MILLINGS USED TO MAINTAIN TRAFFIC WILL BE PAID AT THE BID PROPOSAL UNIT PRICE FOR MAINTENANCE GRAVEL.
3. IN ADDITION TO THE 31 PLASTIC BARRELS USED FOR CHANNELING DEVICES AND ROAD CLOSURES, THE CONTRACTOR WILL SUPPLY AN ADDITIONAL 25 PLASTIC BARRELS FOR MARKING TEMPORARY DRIVES, BLOCKING EXISTING DRIVES, AND SIDEWALKS, ETC. AS DIRECTED BY THE ENGINEER.

SPECIAL SIGNS

SS-I

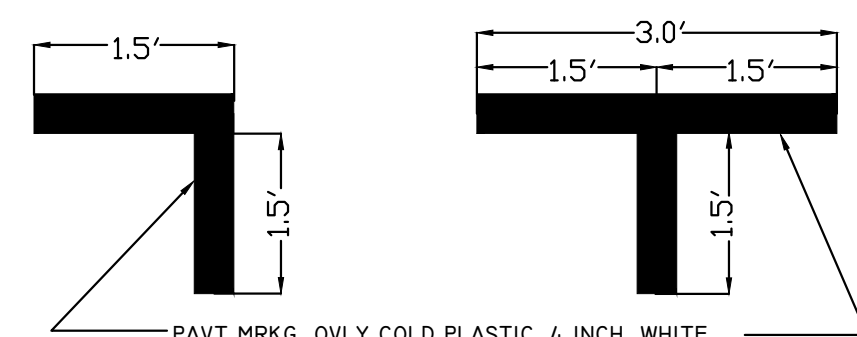
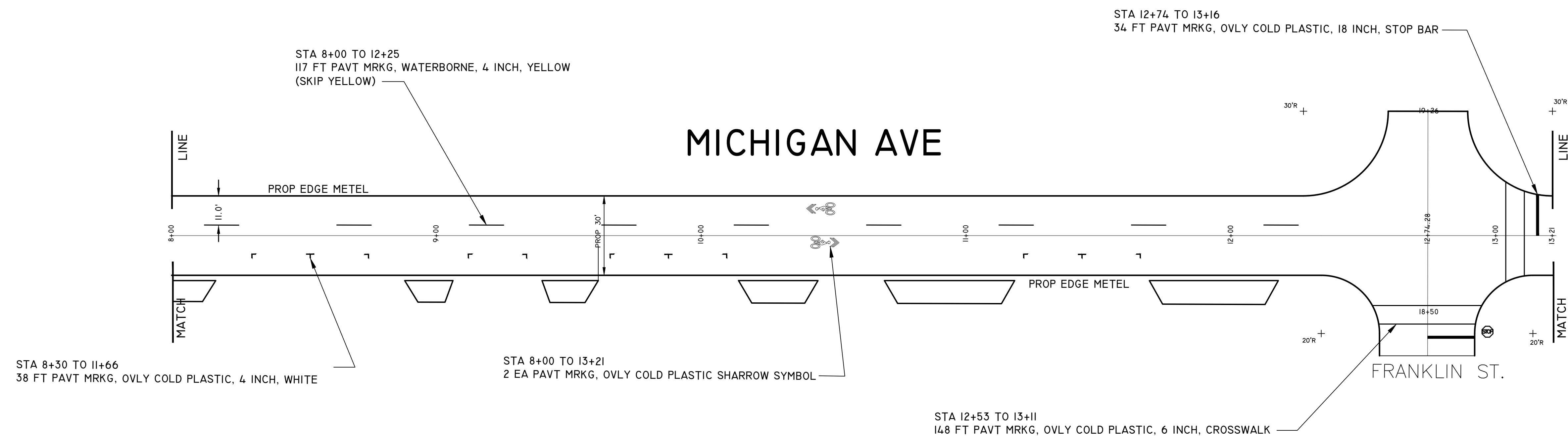
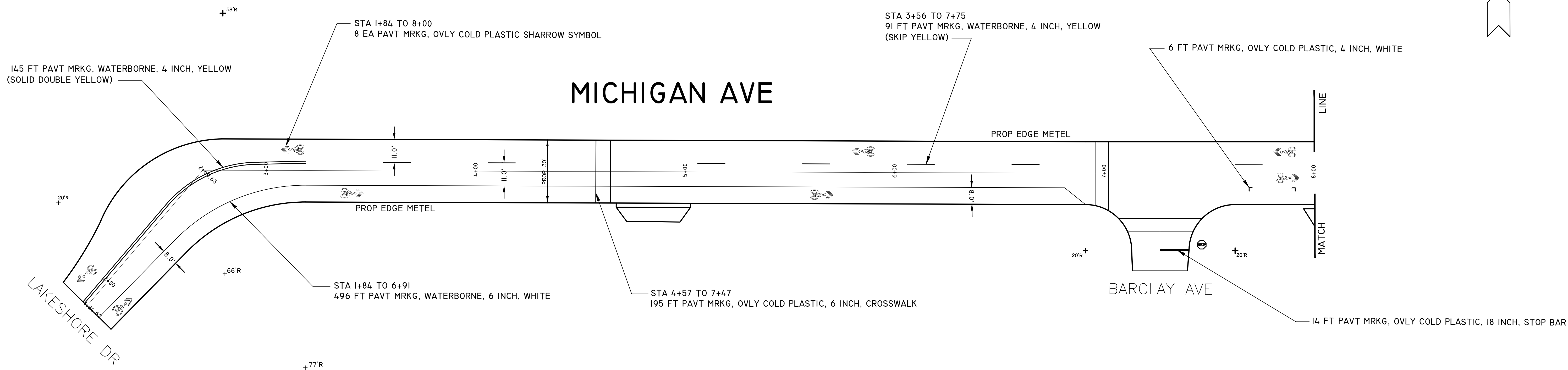
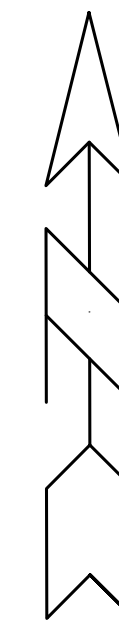


SS-2



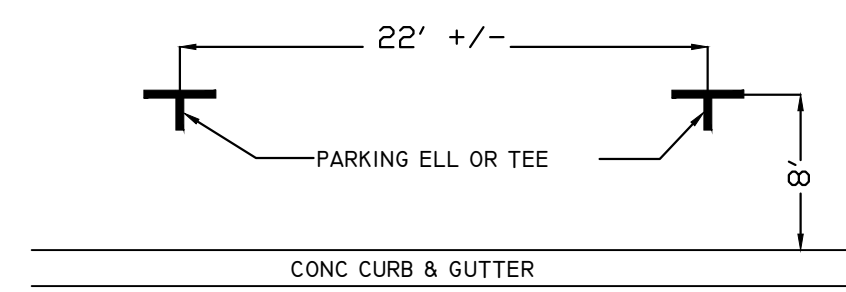
CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				MICHIGAN & FRANKLIN LSD TO HUDSON, WESTERN TO MICH.			
DRAWN F. PEASE	JULY 20	REVISION		SURVEY F. PEASE	2019	H-92003	
CHECKED		REVISION		AS-BUILT		PROJECT NO	
APPROVED				NO SCALE		SHEET NO. 8 OF 10	

PERMANENT SIGNING AND PAVEMENT MARKING DETAIL



PARKING ELL AND TEE DETAIL

NO SCALE

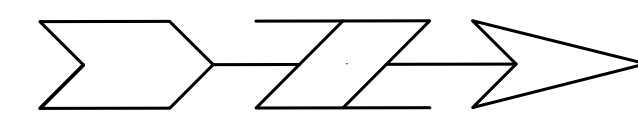
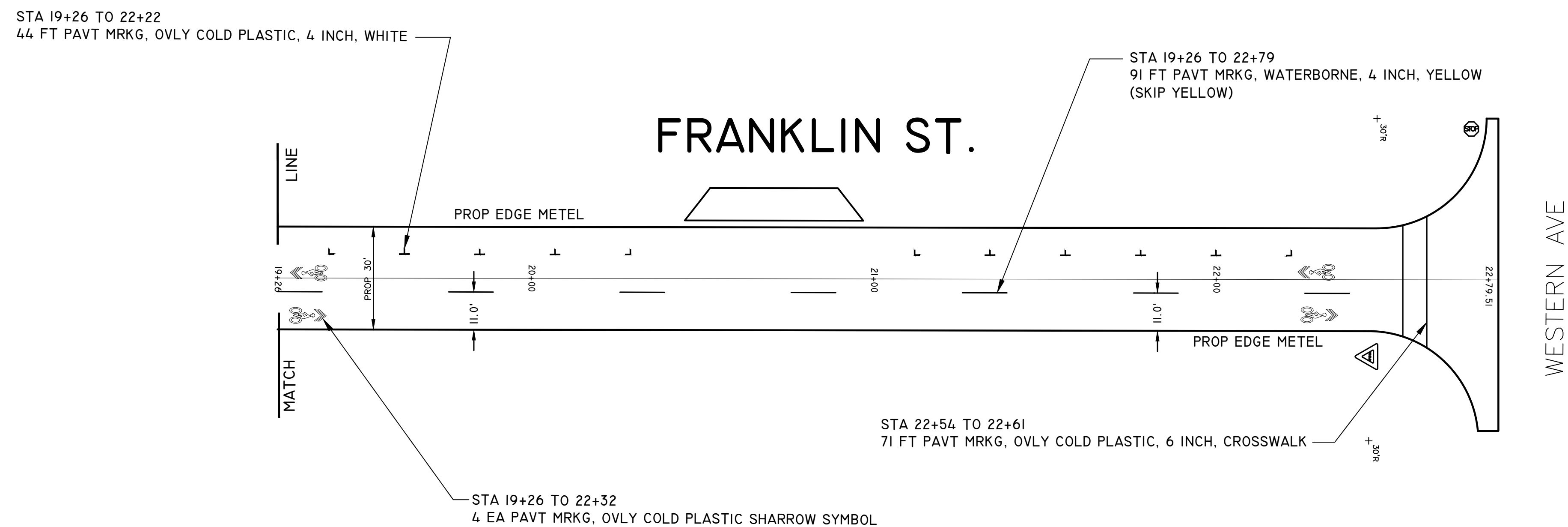
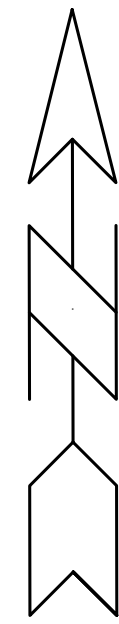
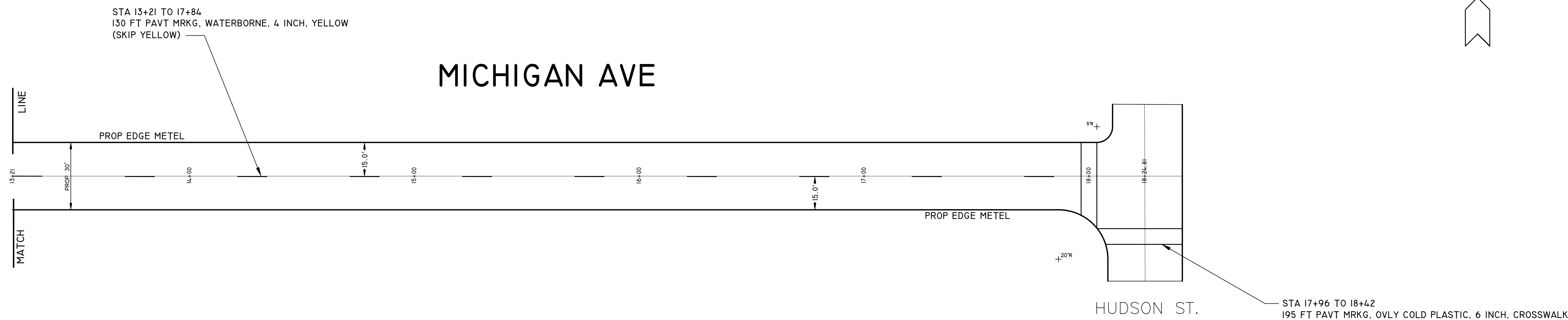


PROPOSED PARKING LAYOUT DETAIL

NO SCALE

CITY OF MUSKEGON				MICHIGAN AVE, FRANKLIN ST.			
OFFICE OF THE CITY ENGINEER				LSD TO HUDSON, WESTERN TO MICHIGAN			
DRAWN	F. PEASE	2019	REVISION	SURVEY			H-92003
CHECKED			REVISION	AS-BUILT			PROJECT NO
APPROVED			REVISION	SCALE	NO SCALE		SHEET NO 9 OF 10

PERMANENT SIGNING AND PAVEMENT MARKING DETAIL



TOTAL PERMANENT PAVEMENT MARKING QUANTITIES		
PAVT MRKG, WATERBORNE, 4 INCH, YELLOW	574	FT
PAVT MRKG, OVLY COLD PLASTIC, 4 INCH, WHITE	88	FT
PAVT MRKG, WATERBORNE, 6 INCH, WHITE	496	FT
PAVT MRKG, OVLY COLD PLASTIC, 18 INCH, STOP BAR	48	FT
PAVT MRKG, OVLY COLD PLASTIC, 6 INCH, CROSSWALK	609	FT
PAVT MRKG, OVLY COLD PLASTIC SHARROW SYMBOL	14	EA

CITY OF MUSKEGON			MICHIGAN AVE, FRANKLIN ST.		
OFFICE OF THE CITY ENGINEER			LSD TO HUDSON, WESTERN TO MICHIGAN		
DRAWN	F. PEASE	2019	REVISION	SURVEY	H-92003
CHECKED			REVISION	AS-BUILT	
APPROVED			REVISION	SCALE	
			NO SCALE		SHEET NO 10 OF 10

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 12/08/2020	Title: Beach Street Expanded Parking
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Authorize staff to approve Amendment #001 to the contract with DLZ to provide the design engineering services related to design and construction oversight of the proposed expansion of parking and construction of a pedestrian boardwalk along Beach Street within Pere Marquette Park.	
Detailed Summary: Following up on a topic from earlier in November staff has solicited a proposal to provide engineering services related to constructing additional parking and a pedestrian boardwalk along Beach Street as a part of the currently active county water main project. DLZ provided the original engineering for the project and this amendment includes the design work necessary to complete a design as shown in the attachment. DPW reviewed the proposal from DLZ and was unable to provide a matching service in house based on prior commitments for Engineering Department staff. The proposed amendment was reviewed and deemed reasonable based on the estimated cost of the project. If approved DLZ will complete the attached design and work with the current contractor (Hallack Contracting) to prepare a detailed change order for the additional work. After design work is completed staff would return to Commission with Amendment #002 to the DLZ Contract for the Construction Engineering Services (\$36,500 as shown in attached proposal) and with a change order for Hallack Contracting for a TBD amount to amend the existing contract for the Beach Street construction.	
Amount Requested: \$31,000.00	Amount Budgeted: \$0
Fund(s) or Account(s): 404-91917-5346	Fund(s) or Account(s): Propose to add 404-91917-5346 to a future reforecast. 91917 is the designation for the current project on Beach Street though only contains funding from 202 and 591.
Recommended Motion: Authorize staff to approve the design engineering portion of the DLZ proposal as Amendment #001 to our existing contract with DLZ to provide design engineering services related to the expanded beach parking and pedestrian paths within Pere Marquette Park.	

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

December 1, 2020

Mr. Leo Evans, Director
City of Muskegon
1350 Keating Avenue
Muskegon, Michigan 49442

Re: Proposal for Professional Engineering Services for Beach Street Parking and Pedestrian Facilities Improvements

Dear Mr. Evans:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal for professional engineering and surveying services to the City of Muskegon (CITY) for proposed parking and pedestrian facility improvements near Pere Marquette Beach. Appendix A contains a preliminary conceptual layout of proposed parking and pedestrian improvements for the project.

BACKGROUND

DLZ's understanding of the project is based on discussions with CITY staff, County staff and current work in the area. The scope of the project consists of parking and pedestrian improvements along Beach Street starting at the south ovals intersection and extending south to a proposed pedestrian crossing near the Water filtration Plant. The proposed project would be constructed as part of the Muskegon Channel Crossing Contact No. 1 – Beach Street project that is currently being constructed. It is anticipated construction would commence in mid-April of 2021 and would be open for traffic by mid-June of 2021. The construction work is planned to be performed by Hallack Contracting, Inc. through a proposed change order to their current work with the CITY/County.

SCOPE OF SERVICES

The parking and pedestrian facility improvements will generally consist of construction of angled parking along south bound Beach Street, angled parking on both sides of a one-way south bound drive from the south ovals to the south parking lot, and a non-motorized pedestrian pathway running parallel to Beach Street from the south ovals to a proposed pedestrian crossing of Beach Street near the Water Filtration Plant.

The following agreement between DLZ and the CITY is separate and distinct from any other agreement between DLZ and the CITY.

DESIGN ENGINEERING SERVICES

- DLZ will meet with CITY staff to verify the scope of the project and to gather input on the proposed parking and pedestrian facility improvements. The sizing and angle of the proposed parking spaces will adhere to CITY standards.

- DLZ will perform a topographic survey to collect data along the proposed project corridor. Plans will include all physical features within the proposed project area as generally required for the construction of parking lots and pedestrian facilities. For the purpose of this proposal, topographical survey information from a current CITY project (Contract No. 1 Beach Street Roadway and Water Main Improvements) will be utilized as much as possible to save time and money.
- DLZ will prepare the preliminary plans of the major components of the proposed parking and pedestrian facility improvements. Once prepared, DLZ will meet with CITY staff to review the design as part of the preliminary design phase.
- DLZ will, upon review with CITY staff, prepare final plans depicting the physical features and the proposed parking improvements to industry standards. For purposes of this proposal, the preparation of easements is not anticipated.
- DLZ will identify and develop permit application support documents for the CITY's use that may be required for the construction of the project including Critical Dunes permit, Muskegon County Soil Erosion and Sedimentation Control (SESC) as may be required. Application and permit fees will be the responsibility of the CITY.
- DLZ will, based on comments received in review meetings and task items described above, complete the plans and specifications, and prepare a bulletin for pricing to the contractor. Upon receipt of the pricing bulletin DLZ will assist the CITY in review of submitted pricing and prepare any subsequent contract documents as needed.

CONSTRUCTION ENGINEERING SERVICES

- DLZ will perform construction engineering services generally consisting of construction staking, contract administration, construction inspection, preparation of record drawings and project closeout services.
 - DLZ will conduct a preconstruction meeting for the project to include the CITY, contractor, engineer, affected utilities and other stakeholders. DLZ will prepare the meeting agenda as well as develop and distribute meeting minutes. Meeting topics of discussion will include coordination with CITY and consultant engineering project staff, testing, shop drawing submittal requirements and approvals, material certifications, hours of work, scheduling, review of the contract, handling of requests for payment, interaction with other utilities, review of permits, handling and processing of citizen complaints, establishing emergency contacts and questions from the contractor.
 - DLZ will perform all necessary surveying and construction staking with stakes generally used for parking lots and pedestrian facility construction. Items of work requiring construction staking generally include all parking features, pedestrian facilities and drainage improvements. Construction layout will be performed using a combination of robotic total station and real time GPS equipment.
 - DLZ will provide construction engineering services, including design modifications, as necessary to verify to the CITY that the improvements are being constructed in accordance with the contract documents.
 - DLZ will provide for full-time inspection, when the contractor is completing major items of work and when elements of work will be buried and difficult to verify after the fact. Inspection will include, but not be limited to, coordination of construction staking, coordination of material testing, utility coordination, completion of detailed daily inspection reports and witness forms, review of soil erosion measures and
-

completion of project punch list(s). DLZ inspection staff will collect all data required to generate accurate and complete construction record drawings and to document material certifications. For the purposes of this proposal, construction inspection has been estimated at 160 hours.

- DLZ will have positive contact with property owners adjacent to the project as well as other users. Citizen complaints will be cataloged and submitted to the contractor for disposition to be resolved in a timely, courteous and professional manner.
- DLZ will perform contract administration activities including review of contractor pay applications as well as preparation of bulletins, field orders, contract change orders and construction certifications. DLZ will also prepare all contract close-out documents and facilitate contract close-out.
- DLZ will facilitate the performance of all required soil testing, aggregate testing, concrete testing, and asphalt testing necessary to meet CITY requirements. Testing is proposed to be performed by a subconsultant, Soils & Structures, Inc. of Norton Shores, Michigan, a local firm with expertise in soil testing. DLZ will review submitted invoices and make recommend to the CITY payment of fees. Geotechnical and Material Testing fees will be the responsibility of the CITY.
- DLZ will attend and conduct regular construction progress meetings, as may be agreed upon, with the CITY. DLZ will generate minutes of each meeting and distribute to all attendees and other stakeholders as required.
- DLZ will provide a complete construction documentation package at completion of the project, which will include at a minimum, a complete set of approved shop drawings and catalog cuts, all test results, certifications, all daily inspection reports and paper-copy and digital record drawings. In addition to the above, DLZ will prepare an electronic copy of all relevant documents including project record drawings and correspondence for the CITY. Project record documentation for road reconstruction and other relevant utilities will be obtained using real time GPS to facilitate incorporation into the CITY's GIS.
- DLZ will coordinate closely with the CITY on all activities related to the planning, design and construction of the proposed project and will endeavor to ensure that all decisions are made in the best interest of the CITY.

RESPONSIBILITIES OF THE CITY

- The CITY will make available any existing studies, reports, record drawings, billing data, address maps, zoning maps, future services areas, and system information necessary to complete the project.
- The CITY will attend all necessary meetings and will assist with the coordination of design efforts.
- The CITY will designate an individual as a contact person to facilitate the transfer of information and to be the liaison for the project.

SPECIAL SERVICES

- The following services, when requested and authorized by the CITY, will be provided by DLZ:
 - Services due to changes in the scope and complexity of the project or its design, including, but not limited to changes in size, alignment, or character of construction.
-

- o Services due to unforeseen underground conditions such as, but not limited to, the presence of petroleum products in the soil or groundwater of the site as may be encountered by excavation or dewatering activities.
- o Services related to dewatering activities and laboratory services that may be required in connection with the Project.

The following services are not considered part of this proposal:

- Environmental Assessments;
- Application for permit fees;
- Procurement of Easements;
- Wetland Determinations.

TERMS AND CONDITIONS

The Standard Terms and Conditions, as set forth as attached Exhibit A, are incorporated here into and made a part of this Work Order Proposal. The Client referred to in the Standard Terms and Conditions means the City of Muskegon.

PROFESSIONAL FEE

For services described above, **SCOPE OF SERVICES - DESIGN ENGINEERING SERVICES**, DLZ proposes to charge and the CITY agrees to pay in accordance with the attached Exhibit B Rate Schedule, a not to exceed fee of **\$31,000.00** without prior approval of the CITY. Invoices will be rendered monthly based on the actual hours expended times the rate shown on Exhibit B for the classification of the individual working on the project.

For services described above, **SCOPE OF SERVICES - CONSTRUCTION ENGINEERING SERVICES**, DLZ proposes to charge and the CITY agrees to pay in accordance with the attached Exhibit B Rate Schedule, a not to exceed fee of **\$36,500.00** without prior approval of the CITY. Invoices will be rendered monthly based on the actual hours expended times the rate shown on Exhibit B for the classification of the individual working on the project.

For services described in **SPECIAL SERVICES**, DLZ proposes to charge the CITY agrees to pay in accordance with the attached Exhibit B Rate Schedule on the actual hours expended times the rate shown on Exhibit B for the classification of the individual working on the service.

DLZ and its employees comply with all coronavirus protocols and guidelines, including all updates and revisions thereto, issued by the States in which DLZ provides services and the U.S. Centers for Disease Control and Prevention (CDC). DLZ time and expense for additional safety protocols or training required by the City of Muskegon or its representatives are not included in this proposal and will be invoiced at DLZ's standard rates.

Neither Party will be responsible or liable for delays caused by persons, events, or circumstances for which the Party, its employees, subcontractors, and subconsultants are not responsible including, but not limited to, Acts of God including delays attributable to the coronavirus pandemic.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

City of Muskegon
Beach Street Parking and Pedestrian Improvements
December 1, 2020
Page 5 of 5

If you approve and accept this Proposal, please sign, date and return one copy of this Proposal for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this Proposal in your paperwork.

DLZ appreciates the opportunity to submit this Letter Agreement for professional services. This offer will remain open for acceptance for 60 days. If for any reason you should have questions, please do not hesitate to call Randy Parrett at (231) 780-3100.

Sincerely,

DLZ MICHIGAN, INC.

Terry Biederman, P.E.
Vice President

Attachments:
Exhibit A: Standard Terms and Conditions
Exhibit B: Rate Schedule

Approved and Accepted

Signature	_____
Printed Name	_____
Title	_____
Date	_____

EXHIBIT A
DLZ'S STANDARD TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.

2. CONSTRUCTION SERVICES: If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.

3. CHANGES IN REQUIREMENTS: In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.

4. SURVEY STAKING: If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.

5. MISCELLANEOUS EXPENSES: Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.

6. CHANGE OF SCOPE: DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.

7. SAFETY: DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.

8. REUSE OF PROJECT DELIVERABLES: CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alternation of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.

9. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.

10. INSURANCE: During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.

11. INDEMNITY: To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.

12. CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.

13. LIABILITY: No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.

14. DISPUTES: Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.

15. STATUTE OF LIMITATIONS: The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.

16. DELAYS: DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.

17. SHOP DRAWINGS: If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.

18. ACCEPTANCE: Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.

19. STANDARD OF CARE: DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

2020

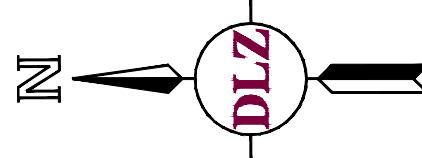
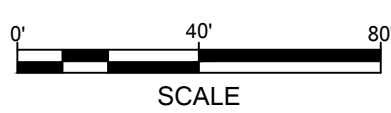
Exhibit B
Rate Schedule

CLASSIFICATION	HOURLY RATE CHARGE
Senior Project Manager	\$140.00
Project Manager	\$135.00
Surveyor VI	\$140.00
Surveyor V	\$130.00
Engineer IV/Surveyor IV	\$115.00
Engineer III/Surveyor III	\$105.00
Engineer II/Surveyor II	\$95.00
Engineer I/Surveyor I	\$85.00
Senior Architect	\$140.00
Architect	\$120.00
Architect Intern	\$80.00
Landscape Architect	\$105.00
Senior Geologist/Senior Environmental Scientist	\$130.00
Geologist/Environmental Scientist	\$95.00
Senior Environmental Analyst	\$120.00
Environmental Analyst	\$95.00
Senior Programmer	\$120.00
Programmer	\$105.00
Senior GIS Analyst	\$115.00
GIS Analyst	\$90.00
GIS Intern	\$75.00
Senior CAD Operator	\$100.00
CAD Operator	\$90.00
CAD Operator Intern	\$70.00
Designer	\$95.00
Construction Project Manager	\$100.00
Senior Construction Inspector	\$95.00
Construction Inspector	\$80.00
2 Person Survey Crew	\$175.00
1 Person Survey Crew	\$120.00
Clerical	\$55.00

CITY OF MUSKEGON

BEACH STREET

PROPOSED ROADWAY AND PARKING IMPROVEMENTS



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

NOVEMBER 2020

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 08, 2020	Title: Westwood Change Order #002
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is seeking authorization to approve Change Order #002 to the sewer project work on Westwood Street in the Glenside Neighborhood.	
Detailed Summary: Final quantity measurements have been completed for the water and sewer work conducted primarily on Westwood Street in the Glenside neighborhood and the project has been recommended for final acceptance and closeout. Change Order #002 represents an increase to the Contract value of \$23,247.87. Combined with the previously approved Change Order #001 the total change order value for the project stands at \$36,602.20 on an original contract value of \$1,245,042.00 for a net final increase of 2.9%. The approved project budgets contained a contingency of ~6% so this final balancing does not exceed the budgeted contingency. Future reforecasts will reduce the total budgeted cost of this project. The change order is a result of additional expenses incurred to reconnect the irrigation at McGraft Park that were not originally anticipated, and various other small changes throughout the course of the project.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): 590/591-91855	Fund(s) or Account(s): 590/591-91855
Recommended Motion: Authorize staff to approve Change Order #002 to the Westwood Sewer Project with Kamminga and Roodvoets in the amount of \$23,247.87 for a total net change on the project of \$36,602.20.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

December 3, 2020
2180552

Leo Evans
City of Muskegon
1350 E Keating Avenue
Muskegon, MI 49442

RE: Wastewater System Improvements – Contract 2: Westwood Sanitary Sewer Replacement

Dear Leo:

Enclosed is Change Order 2 with signatures for the referenced project. This Change Order covers the 4-inch irrigation water service to McGraft Park which was discovered during the project and reconnected. The remainder of the Change Order balances base quantities. The final eligibility breakdown is pending EGLE review. SRF Eligible increases are due to increased restoration quantities due to the extensive impact of the project. Non-Eligible items are related to additional sanitary services that were replaced originally schedule to go under the Phase 2 and 3 projects.

The preliminary funding source breakdown of Change Order 2 is as follows:

SRF Eligible:	\$13,378.69
DWRF Eligible:	(\$4,561.82)
Non-Eligible:	\$14,431.00
Total:	\$23,247.87

Please review the Change Order and once approved, return one signed copy to Kamminga & Roodvoets. Additionally, please return one signed copy to our office. The final payment application will be completed upon the approval of this final change order.

If you have any questions regarding this recommendation and the project in general, please do not hesitate to contact me.

Sincerely,

Prein&Newhof



Matthew Hulst, P.E.

Enclosures: Change Order 2

CHANGE ORDER NO.: 2

Owner: City of Muskegon Owner's Project No.: 91855
 Engineer: Prein&Newhof Engineer's Project No.: 2180552
 Contractor: Kamminga & Roodvoets Contractor's Project No.:
 Project: Wastewater System Improvements
 Contract Name: Contract 2: Westwood Sanitary Sewer Replacement
 Date Issued: 12/1/2020 Effective Date of Change Order: 12/1/2020

The Contract is modified as follows upon execution of this Change Order:

Description:

A 4-inch irrigation water service was located at McGraft Park which is within the project limits. 4-inch water main and 4-inch water main 45 degree bend items were added to the contract to install a connection to the existing irrigation service on Glen Avenue at STA 48+74 LT.

The remaining item quantities were adjusted accordingly to reflect final quantities at the completion of the project.

Attachments:

- Contract Modification Summary
- Change Order 2 Pricing

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,245,042.00</u>	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
Increase from previously approved Change Order No. 1 \$ <u>13,354.33</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u>1,258,396.33</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Increase this Change Order: \$ <u>23,247.87</u>	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>1,281,644.20</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: _____
 Title: Project Manager
 Date: _____

 Authorized by Owner
 By: _____
 Title: Director of Public Works
 Date: _____

Accepted by Contractor

By: _____
 Title: _____
 Date: _____

 Approved by Funding Agency (if applicable)
 By: _____
 Title: _____
 Date: _____



Contract Modification

Prein&Newhof

12/1/2020 7:39 PM

FieldManager 5.3c

Contract: _2180552.C2, Westwood Sanitary Sewer - C2

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Electronic File Created	Net Change	Awarded Contract Amount
2	1	12/1/2020	No	\$23,247.87	\$1,245,042.00
Route		Managing Office PN Muskegon		District 0	Entered By Tyler A DeNooyer
Contract Location City of Muskegon					

Short Description

CO2

Description of Changes

A 4-inch irrigation water service was located at McGraft Park which is within the project limits. 4-inch water main and 4-inch water main 45 degree bend items were added to the contract to install a connection to the existing irrigation service on Glen Avenue at STA 48+74 LT.

The remaining item quantities were adjusted accordingly to reflect final quantities at the completion of the project.

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Dr Structure, Rem	8507050	0006	0030	2180552.C2	001	Original	-3.000	Ea	250.00000	\$-750.00
_ Sewer Rem, Less than 24 inch	8507001	0007	0035	2180552.C2	001	Original	-1,154.000	Ft	6.00000	\$-6,924.00
_ Sewer, Abandon	8507001	0008	0040	2180552.C2	001	Original	132.000	Ft	6.00000	\$792.00
_ Curb and Gutter Rem	8507001	0009	0045	2180552.C2	001	Original	-27.500	Ft	3.50000	\$-96.25
_ Pavt, Rem	8507011	0010	0050	2180552.C2	001	Original	-33.600	Syd	7.00000	\$-235.20
_ HMA Surface, Rem	8507011	0011	0055	2180552.C2	001	Original	-130.000	Syd	2.50000	\$-325.00



Contract Modification

Prein&Newhof

12/1/2020 7:39 PM

FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Sidewalk, Rem	8507011	0012	0060	2180552.C2	001	Original	-11.800	Syd	8.00000	\$-94.40
_ Erosion Control, Inlet Protection, Fabric Drop	8507050	0013	0065	2180552.C2	001	Original	12.000	Ea	200.00000	\$2,400.00
_ Machine Grading, Modified	8507002	0014	0070	2180552.C2	001	Original	-0.300	Sta	1,900.00000	\$-570.00
_ Aggregate Base, 8 inch, Modified	8507011	0015	0075	2180552.C2	001	Original	-151.760	Syd	11.50000	\$-1,745.24
_ HMA, 13A	8507031	0016	0080	2180552.C2	001	Original	24.080	Ton	105.00000	\$2,528.40
_ Driveway, Nonreinf Conc, 6 inch	8507011	0017	0085	2180552.C2	001	Original	145.660	Syd	42.00000	\$6,117.72
_ Curb and Gutter, Conc. Det F4	8507001	0018	0090	2180552.C2	001	Original	-39.300	Ft	15.00000	\$-589.50
_ Sidewalk, Conc, 4 inch	8507010	0019	0095	2180552.C2	001	Original	1,064.960	Sft	3.50000	\$3,727.36
_ Turf Restoration	8507002	0020	0100	2180552.C2	001	Original	1.500	Sta	1,000.00000	\$1,500.00
_ Sanitary Sewer, 8", Tr Det B	8507001	0022	0110	2180552.C2	001	Original	-10.600	Ft	40.00000	\$-424.00



Contract Modification

Prein&Newhof

12/1/2020 7:39 PM

FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Sanitary Sewer, 12", Tr Det B	8507001	0023	0115	2180552.C2	001	Original	5.000 Ft		75.00000	\$375.00
_ Sanitary Manhole, 48 inch Dia	8507050	0024	0120	2180552.C2	001	Original	1.000 Ea		4,000.00000	\$4,000.00
_ Sanitary Lateral, 6 inch, Public	8507001	0027	0135	2180552.C2	001	Original	-20.400 Ft		50.00000	\$-1,020.00
_ Sanitary Lateral, Connect to Ex.	8507050	0028	0140	2180552.C2	001	Original	1.000 Ea		150.00000	\$150.00
_ Sanitary Sewer, Connect to Ex. 18"	8507050	0031	0155	2180552.C2	001	Original	-1.000 Ea		1,400.00000	\$-1,400.00
_ Sanitary Sewer, CCTV	8507001	0033	0165	2180552.C2	001	Original	-133.100 Ft		2.00000	\$-266.20
_ Sewer, CI E, 10 inch, Tr Det B	8507001	0034	0170	2180552.C2	001	Original	-13.000 Ft		38.00000	\$-494.00
_ Sewer, CI E, 12 inch, Tr Det B	8507001	0035	0175	2180552.C2	001	Original	109.000 Ft		38.00000	\$4,142.00
_ Sewer, CI E, 15 inch, Tr Det B	8507001	0036	0180	2180552.C2	001	Original	-0.500 Ft		40.00000	\$-20.00
_ Dr Structure, 48 inch dia	8507050	0039	0195	2180552.C2	001	Original	1.000 Ea		1,600.00000	\$1,600.00



Contract Modification

Prein&Newhof

12/1/2020 7:39 PM

FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Dr Structure Cover, Type B	8507050	0040	0200	2180552.C2	001	Original	-1.000	Ea	800.00000	\$-800.00
_ Dr Structure Cover, Type K	8507050	0041	0205	2180552.C2	001	Original	2.000	Ea	900.00000	\$1,800.00
_ Water Main, DI, 6 inch, Tr Det G	8507001	0043	0215	2180552.C2	002	Original	7.300	Ft	70.00000	\$511.00
_ Water Main, DI, 8 inch, Tr Det G	8507001	0044	0220	2180552.C2	002	Original	-5.200	Ft	60.00000	\$-312.00
_ Water Main, Bend, 45 Degree, 8 inch	8507050	0045	0225	2180552.C2	002	Original	-2.000	Ea	775.00000	\$-1,550.00
_ Water Main, Sleeve, 6 inch	8507050	0049	0245	2180552.C2	002	Original	1.000	Ea	1,300.00000	\$1,300.00
_ Water Service, Corporation Stop, 1 inch	8507050	0054	0270	2180552.C2	002	Original	3.000	Ea	350.00000	\$1,050.00
_ Water Service, Curb Stop and Box, 1 inch	8507050	0056	0280	2180552.C2	002	Original	4.000	Ea	500.00000	\$2,000.00
_ Water Service, 1 inch	8507001	0057	0285	2180552.C2	002	Original	-41.000	Ft	45.00000	\$-1,845.00
_ Water Service, 2 inch	8507001	0058	0290	2180552.C2	002	Original	-1.000	Ft	60.00000	\$-60.00



Contract Modification

Prein&Newhof

12/1/2020 7:39 PM

FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Water Main, Abandon	8507001	0061	0305	2180552.C2	002	Original	-1,965.000	Ft	7.00000	\$-13,755.00
_ Water Main, Rem	8507001	0062	0310	2180552.C2	002	Original	6.000	Ft	10.00000	\$60.00
_ Sanitary Lateral, 6 inch, Private	8357001	0067	0340	2180552.C2	003	Original	189.000	Ft	79.00000	\$14,931.00
_ Sanitary Cleanout	8507050	0068	0335	2180552.C2	003	Original	-6.000	Ea	500.00000	\$-3,000.00
_ Sanitary Lateral Restoration, Private	8507050	0069	0345	2180552.C2	003	Original	1.000	Ea	2,500.00000	\$2,500.00

Total Dollar Value: \$15,208.69

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
_ Water Main, Bend, 45 Degree, 4 Inch Reason: CO2	8507050	0119	0395	2180552.C2	002	Extra	2.000	Ea	591.75000	\$1,183.50
_ Water Main, DI, 4 Inch Reason: CO2	8507001	0124	0400	2180552.C2	002	Extra	103.000	Ft	66.56000	\$6,855.68

Total Dollar Value: \$8,039.18



Contract Modification

Prein&Newhof

12/1/2020 7:39 PM

FieldManager 5.3c

Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
2180552.C2	Westwood Sanitary Sewer - C2	0	CNST			
001	SRF Eligible					\$13,378.69
002	DWRF Eligible					\$-4,561.82
003	Non-Eligible					\$14,431.00
Total:						<u>\$23,247.87</u>
Total Net Change Amount:						<u>\$23,247.87</u>

Tyler DeNooyer

From: Jeff Talsma <talsmje@kandrinc.com>
Sent: Friday, September 4, 2020 7:18 AM
To: Matthew R. Hulst; Brad Kreider
Cc: Tyler DeNooyer; Dave Cadena
Subject: RE: City of Muskegon Westwood
Attachments: Westwood_4inH2O_extras-09-03-2020.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Matt,
Please see the requested pricing and backup information attached.

Water Main, DI, 4 Inch: \$66.56/Ft

Water Main, Bend, 45 Degree, 4 Inch: \$591.75/Ea.

Please advise if acceptable, Thank you!



Jeff Talsma
Kamminga and Roodvoets Inc.
Phone: (616) 949-0800 Ext. 130
Fax: (616) 949-1894

From: Matthew R. Hulst <MHulst@preinnewhof.com>
Sent: Thursday, September 3, 2020 3:25 PM
To: Jeff Talsma <talsmje@kandrinc.com>; Brad Kreider <kreidbr@kandrinc.com>
Cc: Tyler DeNooyer <tdenooyer@preinnewhof.com>; Dave Cadena <dcadena@preinnewhof.com>
Subject: City of Muskegon Westwood

Jeff,

It was discovered that a four inch irrigation service exists on the old 12 inch line that you have abandoned on Glen. This will need to be reconnected. The plans had a 1 inch service being extended since there was a small diameter vacuum break at that location but apparently that was not active and the real service is a 4 inch.

I attached a mark up of what we are thinking. The City has already ordered the tapping sleeve and valve. They will get this completed for you whenever they receive it and you have a hole opened up for them. The alignment was chosen to avoid the big tree and place the pipe in a previously excavated area. The pipe only needs to be stubbed into the manhole that is there. The City will be pulling out the stuff inside of it prior to your work.

Let me know I you have any questions. Please provide pricing.

Thank you,

Matthew Hulst, P.E.
Prein&Newhof
t. 231-798-0101 x.1211

EXTRA WORK

WATERMAIN, 4 INCH



WORK ITEM: WATERMAIN, 4 INCH

LOCATION: 1

DATE: September 3, 2020

105

FT

LABOR & EQUIPMENT

	RATE		#		HRS		TOTAL
FOREMAN & PU	\$ 95.69	X	1	X	6.00	= \$	574.11
EX-225 OPERATED	\$ 152.69	X	1	X	6.00	= \$	916.11
JD-550J OPERATED	\$ 124.69	X	1	X	6.00	= \$	748.11
PIPELAYER	\$ 52.80	X	1	X	6.00	= \$	316.83
PIPELABORER	\$ 52.25	X	2	X	6.00	= \$	627.00

SUBTOTAL LAB & EQUIP \$ 3,182.17

10% OH&P \$ 318.22

TOTAL LABOR & EQUIPMENT \$ 3,500.38

MATERIAL

	#		UNIT PRICE		TOTAL
CL 52 DI PIPE, 4 INCH	120	FT @	\$ 25.28	= \$	3,033.72

SUBTOTAL MATERIAL \$ 3,033.72

15% OH&P \$ 455.06

TOTAL MATERIAL \$ 3,488.78

GRAND TOTAL \$ 6,989.16

UNIT PRICE \$ 66.56 / FT

EXTRA WORK

WATERMAIN BEND - 45 DEGREE, 4 INCH



WORK ITEM: WATERMAIN BEND - 45 DEGREE, 4 INCH

LOCATION: 0

DATE: September 3, 2020

2

EA

LABOR & EQUIPMENT

	RATE		#		HRS		TOTAL
FOREMAN & PU	\$ 95.69	X	1	X	1.50	= \$	143.53
EX-225 OPERATED	\$ 152.69	X	1	X	1.50	= \$	229.03
JD-550J OPERATED	\$ 124.69	X	1	X	1.50	= \$	187.03
PIPELAYER	\$ 52.80	X	1	X	1.50	= \$	79.21
PIPELABORER	\$ 52.25	X	2	X	1.50	= \$	156.75

SUBTOTAL LAB & EQUIP \$ 795.54

10% OH&P \$ 79.55

TOTAL LABOR & EQUIPMENT \$ 875.10

MATERIAL

	#		UNIT PRICE		TOTAL
BEND, 45 DGR, 4 INCH	2	EA @	\$ 134.09	= \$	268.18

SUBTOTAL MATERIAL \$ 268.18

15% OH&P \$ 40.23

TOTAL MATERIAL \$ 308.41

GRAND TOTAL \$ 1,183.50

UNIT PRICE \$ 591.75 / EA



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 8, 2020	Title: Installment Purchase Agreement Approval – Jackson Hill Infill Housing
Submitted By: LeighAnn Mikesell	Department: Development Services
Brief Summary: Staff is seeking approval of the installment purchase agreement between the Community Foundation for Muskegon County, LRS Enterprises, and the City. The \$355,000 loan will supply a portion of the funds for the Jackson Hill Infill Housing Development.	
Detailed Summary: At the September 22, 2020, regular commission meeting, staff received authorization to work with the Community Foundation for Muskegon County to make a Program Related Investment of \$355,000 to undertake construction of the first two homes in this multi-year development project. The City agreed to loan \$75,000 from its Economic Development Revolving Loan Fund for the project as well. The CFFMC will be repaid upon sale of the homes, and the City will be repaid with tax increment financing. Staff worked with our bond counsel from Miller Canfield to develop documents that follow Act 99 of 1933 which authorizes cities to enter into installment purchase agreements. The agreement acts as the Note and is a limited tax general obligation of the City of Muskegon. Attached are the installment purchase agreement documents associated with the PRI from the CFFMC.	
Amount Requested: None at this time	Amount Budgeted: Payback determined next year
Fund(s) or Account(s): N/A	Fund(s) or Account(s): Economic Development Fund - 493
Recommended Motion: to approve the installment purchase agreement between the Community Foundation for Muskegon County, LRS Enterprises, and the City, approve the resolution authorizing the installment purchase agreement, and authorize the mayor and clerk to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



INSTALLMENT PURCHASE AGREEMENT

THIS AGREEMENT, dated as of December __, 2020, by and among the City of Muskegon, County of Muskegon, State of Michigan (the "City"), LRS Enterprises, Muskegon, Michigan (the "Builder"), and the Community Foundation for Muskegon County, as assignee of the Builder (the "Lender"), is as follows:

1. Purchase Price, Title and Useful Life. The City agrees to purchase and the Builder agrees to construct, sell and deliver two single family residences on the property located at 766 Leonard Street (collectively, the "Property"), all as set forth in the Residential Construction Agreement between the City and the Builder, dated as of _____, 2020 (the "Construction Agreement") as attached hereto as Exhibit A, for the sum of \$425,000 (the "Purchase Price"). The City will finance \$355,000 of the Purchase Price by this Agreement (the "Financed Price" or the "Loan") and the balance of the Purchase Price will be paid by the City to the Builder from its available funds.

The Financed Price will be payable by the City to the Lender as assignee of the Builder in accordance with Section 3 hereof within three years from the anniversary date of the Loan. Upon sale of each home, the resulting net proceeds shall be paid to the Lender and applied to the outstanding Loan balance. If there remains a Loan balance after the sale of both homes, then the City shall pay equal monthly payments of principal and interest on the first day of each month, at the then applicable Interest Rate, amortized by the time remaining to three years from the anniversary date of the Loan. Notwithstanding the foregoing, the entire principal balance and accrued interest shall be due and payable in full on the three (3) year anniversary of the Loan. The Loan may be prepaid at any time, in whole or in part, without penalty.

The City shall pay interest on the unpaid balance of the Financed Price to the Lender as the assignee of the Builder in accordance with Section 3 hereof, at a rate of interest equal to the federal prime interest rate (currently 3.25%) plus two percent (2.0%) per annum from the date funds are distributed by the Lender as set forth in Section 3 hereof. Notwithstanding the foregoing, the rate of interest on the Loan will be adjusted annually to the federal prime interest rate then in effect plus two percent (2.0%) per annum and readjusted on the yearly anniversary date of the Loan (the "Interest Rate").

Upon receipt by the Builder of the Purchase Price for the Property, title and occupancy to the Property shall vest in the City. The City agrees that the useful life of the Property is at least equal to or longer than the date of the final payment hereunder.

2. Incorporation by Reference. The Builder and the City agree to all of the instructions, terms and conditions as may be outlined in the Construction Agreement and any supplements thereto, which are hereby incorporated by reference in full herein. In the event of a conflict in terms between this Agreement and the Construction Agreement regarding the financing of the Financed Price, the specific terms of this Agreement shall govern.

3. Assignment to the Lender; Disbursement of Funds. The Builder hereby irrevocably assigns this Agreement immediately to the Lender in consideration for and effective upon a payment from the Lender to the Builder of the first draw of funds under this Agreement. The City

shall make a written request for disbursement for each draw of funds of the Loan, with a written request by the City and submitted to the Lender at least 5 business days in advance of the disbursement. The request for a disbursement shall specify the amount of the draw. The date of receipt by the City of the first draw will mark the anniversary date of the Loan. Draws shall not be made more frequently than once per calendar month. The proceeds of the draw shall only be used to pay the Builder for the Property in accordance with the terms of the Construction Agreement with the Builder.

The City hereby consents to said assignment, except with respect to the warranties and other obligations of the Builder set forth in Section 2 and 5 of this Agreement, all of which shall remain the sole responsibility of the Builder and shall not be assignable. With respect to the Lender, the City hereby waives any defenses based upon warranty, failure or inability of the Builder to perform its non-assignable obligations or the failure of the Property to perform its intended function. To the extent that funds are received by the City from the Lender in accordance with this paragraph, the City's obligation to the Lender is absolute and unconditional and shall remain in full force and effect until the amount of the payment to the City by the Lender as specified in this paragraph together with interest thereon shall have been paid by the City to the Lender, and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following:

- (a) Any failure of title with respect to the Builder's or the City's interest in the Property specified herein or the invalidity, enforceability or termination of this Agreement;
- (b) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement;
- (c) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the Builder or any of its assets or any allocation or contest of the validity of this Agreement, or the disaffirmance of this Agreement in any such proceeding;
- (d) To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the Builder from the performance or observation of any obligation, covenant or agreement contained in this Agreement; or
- (e) The default or failure of the Builder fully to perform any of its obligations set forth in this Agreement.

The City shall make payments to the Lender when due and shall not withhold any such payments as a result of any disputes arising between the City and the Builder or any other person, nor shall the City assert any right of set-off or counterclaim against its obligation to make such

payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances, or the Property being defective.

It is expressly agreed between the Builder, the City and the Lender, by acceptance of the assignment of this Agreement, that the City shall make all payments of principal and interest of the Financed Price directly to the Lender.

4. Reporting. The City covenants and agrees that until all payments of principal and interest under this Agreement have been paid in full, it will:

(a) Use the funds strictly in accordance with the terms of this Agreement.

(b) Permit the Lender to review and evaluate the Property funded by the Loan, including visits to the Project and discussions with the City's staff and City Council.

(c) Provide the Lender with a quarterly written progress report on the project.

5. Warranty. The Builder warrants its Property as set forth in the Construction Agreement. Any warranties with respect to the Property shall not be assigned, but shall remain enforceable by the City.

The Builder represents and warrants that the assignment to the Lender of this Agreement does not violate any agreement, contract or loan agreement to which it is a party, and that the Agreement has been duly executed and delivered by the Builder.

The Lender makes no warranty or representation, express or implied, as to any matter whatsoever, including, without limitation, as to the merchantability or fitness for any particular purpose of any of the Property or as to the value, design, condition, use, capacity or durability of any of the Property. The City agrees that (a) the Lender has no liability for the delivery or installation of the Property, (b) the Lender assumes no obligation with respect to any manufacturer's or Builder's product warranties or guaranties, (c) neither Builder nor any manufacturer or any representative of said parties is an agent of the Lender, and (d) any warranty, representation, guaranty or agreement made by any manufacturer or by the Builder or any representative of said parties shall not be binding upon the Lender.

6. Borrower Representations. The City makes the following representations to induce the Lender to make the Loan:

(a) The City is a duly created, validly existing and fully constituted political subdivision of the State of Michigan and has the power and authority to enter into the Agreement.

(b) The Agreement is a valid and binding obligation of the City enforceable against the City in accordance with its terms.

(c) There is no action, suit or proceeding pending or threatened against the City in any material respect that could adversely impact its repayment of the Loan.

(d) The City agrees that, in the performance of this Agreement, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, religion, gender, national origin, age, medical condition, handicap, veteran status, marital status, or sexual orientation.

7. Entire Agreement. This Agreement and the documents expressly incorporated by reference herein constitute the entire agreement of the parties with respect to the financing of the Property. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are hereby terminated.

8. Amendments. Any attempt to modify the terms of this Agreement or of any supporting document shall be ineffectual unless in writing, signed by all parties and the City agrees to secure the consent of the Lender to any such modifications, provided that the consent of the Builder to the modification of any of the terms of payment by the City to the Lender shall not be required.

9. Security. The obligation of the City to pay principal and interest under this Agreement is a limited tax general obligation of the City. The City shall include in its budget and pay each year, until this Agreement is paid in full, as a first budget obligation, such sum as may be necessary each year to make all payments hereunder, when due. In addition, the City hereby pledges to levy in each fiscal year ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under this Agreement, subject to applicable constitutional, statutory and charter tax rate limitations.

10. Legislative Authorization; Governing Law. This Agreement is made in accordance with and pursuant to Act 99, Public Acts of Michigan, 1933, as amended. This Agreement shall be construed in all respects in accordance with the laws of the State of Michigan.

10. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. Binding Effect. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and permitted assigns of the parties hereto.

12. Counterparts. This Agreement may be signed in any number of counterparts, which counterparts shall be considered as one and the same instrument. Facsimile copies of this Agreement shall have the full force and effect of an original document.

CITY OF MUSKEGON

By: _____
Its: Mayor

By: _____
Its: City Clerk

**COMMUNITY FOUNDATION FOR
MUSKEGON COUNTY**
as Lender

By: _____
Its: _____

LRS ENTERPRISES
as Builder

By: _____
Its: Authorized Representative

EXHIBIT A

36892771.1/063684.00048

RESIDENTIAL CONSTRUCTION AGREEMENT

OWNER

THE CITY OF MUSKEGON

BUILDER

LRS Enterprises

RESIDENTIAL CONSTRUCTION AGREEMENT

This Agreement is effective on November 4th, 2020 ("Effective Date") between LRS Enterprises of 525 South Dangl Street, Muskegon, MI 49442 ("Builder") and THE CITY OF MUSKEGON of 933 Terrace Street, Muskegon, MI 49440 ("Owner") with reference to the following facts:

Background

Builder and Owner (individually, a "Party" or collectively, "Parties") agree that Builder shall construct two (2) single family residences (the "Residences") for Owner on the terms and conditions set forth in this Agreement and in the general conditions attached as **Exhibit A** ("General Conditions").

The parties agree as follows:

1. **Building Site.** Owner owns the building site located on the real estate located at 766 Leonard Street, and legally described on **Exhibit B** (the "Property"). Owner has agreed to hire Builder to build the Residences on the Property.
2. **The Residences.** Builder shall build the Residence in accordance with the plans and specifications attached as **Exhibit C** (the "Plans").
3. **Price.** The price for constructing the Residences shall be Four Hundred Twenty-Five Thousand Dollars (\$425,000) ("Price").
4. **Estimated Completion Date.** Builder shall commence construction of the Residence within ____ days from the Effective Date ("Commencement Date"). Builder shall complete the Residence within ____ weeks of the Commencement Date ("Completion Date").
5. **General Conditions.** Owner and Builder agree to all of the General Conditions attached to this Agreement as Exhibit A.

Builder - LRS Enterprises

By: [Signature]
Name: Rubin Briggs
Title: Owner, Contractor
Date: 11/4/20

Owner - THE CITY OF MUSKEGON

By: [Signature]
Name: Stephen Cannon
Title: Mayer
Date: 11/4/20

EXHIBIT A

GENERAL CONDITIONS

1. **Payment of the Price.** The Price shall be paid in accordance with the following schedule ("Payment Schedule"):

- a. Foundation installed..... 20% of the Price
- b. Mechanicals installed..... 40% of the Price
- c. Certificate of Occupancy..... 30% of the Price
- d. Completion of Punch List Items..... 10% of the Price

2. **Costs Included in Price.** Unless excluded by Section 3 or adjusted as set forth in Sections 4 or 5, the Price is fixed and includes all cost of labor and materials purchased, including all sales taxes incurred by Builder, for complete construction of the Residence. Price is not based on allowances or estimates of costs for items to be added to the Residence. The Price includes:

- a. A security system;
- b. A driveway
- c. Curb cut (Builder may use existing curb cut unless damaged);
- d. Sod/seed over the entire front, back and side yards;
- e. A street tree;
- f. A small landscape package along each side of the Residence with street frontage;
- g. Edging and mulch;

3. **Costs Excluded From Price.** Owner shall be responsible for each of the following items and the cost of each item shall be excluded from the Price and the sole responsibility of Owner:

- a. Lot Lines. Prior to the Commencement Date Owner shall own the Property with new lot lines established as depicted on the Site Plan.
- b. Site Preparation. Prior to the Commencement Date, Owner will prepare the Property for construction of the Residence, including the removal of the following:
 - i. existing fences;
 - ii. community garden;
 - iii. existing sidewalks; and,
 - iv. debris.
- c. Water and Sewer Leads. Owner will provide water and sewer leads to the Residence.
- d. Permit and Connection Fees. Owner shall be responsible for any municipal permits, connection fees, tap fees or assessments, including sewer and water connection fees.
- e. Site Variance. Any abnormal site conditions discovered during excavation will be communicated to Owner along with an estimated cost to proceed with construction. Examples include such items as buried debris, bad soils, or rear yard drainage constraints. Any additional site work required will be corrected by Owner unless Owner authorizes Builder to correct any site variance issues in writing and the appropriate Change Order is fully executed.

f. Damaged Curb Cuts. Any damaged curb cuts will either be approved for use or removed by Owner.

g. Irrigation. Irrigation can be added for \$3,000, provided the appropriate Change Order is fully executed.

h. Future Security System Service Fees. Ongoing monitoring service fees will be the responsibility of Owner or subsequent owner.

4. **Modifications/Extras**. No modifications to the Plans ("Modifications") or requests for additional construction ("Extras"), the cost of which exceed \$200, shall be binding upon either party, unless the Modifications or Extras are set forth on a written Change Order that is signed by Builder and Owner in substantially the form as attached Exhibit E ("Change Order"). The Change Order must provide a detailed description of the Modifications or Extras and the cost or credit to be charged. In those instances where a Change Order increases or decreases the Price by more than \$200 ("Adjusted Price"), the Adjusted Price shall be paid according to the remaining portion of the Payment Schedule.

5. **Minor Modifications**. Builder and Owner may from time to time agree on minor modifications, the cost for which is less than \$200 ("Minor Modifications"). Minor Modifications may only be made by agreement between Builder and Owner, provided such agreement need not be in writing. The cost or credit for Minor Modifications shall be added to or credited against the Price and paid according to the remaining portion of the Payment Schedule.

6. **Payments, Sworn Statement and Lien Waivers**. Payments required by the Payment Schedule shall be made within 10 days of Builder's invoice by Owner to Transnation Title Insurance Company of 570 Seminole, Muskegon, Michigan 49441 (the "Title Company"). Builder will deliver to the Title Company a sworn statement showing all amounts due for labor and materials furnished in connection with construction of the Residence or other improvements to the Property through the date of Builder's invoice together with waivers of lien showing all amounts from any previous draw have been paid in full. The Title Company shall pay Builder per the Payment Schedule within 2 business days of approval by the Title Company of the last sworn statement provided proper partial unconditional waivers of lien from Builder and for each supplier and sub-contractor to whom payment has been made are received and approved by the Title Company.

7. **Possession**. Owner shall be entitled to possession of the Residence upon payment of the Price in full.

8. **Extension of Dates**. Any date may be extended by agreement of the Builder and Owner and the Commencement Date and the Completion Date may be extended as a result of circumstances beyond the control of Builder, including, but not limited to, delays caused by suppliers or subcontractors, delays for utility hook-ups, Acts of God, labor disputes, governmental inspections, regulations, or permit processes, material back orders, Owner's requests for Change Orders, fire, injury or disability to Builder, or weather.

9. **Builder's Warranties**. Builder shall complete the Residence and all improvements on the Property timely and in a first class manner. All building materials used in the construction of the Residence shall be new. Builder guarantees its workmanship for a period of 12 months from the date of sale or lease of the Residence to a party other than Owner or 24 months from the date of the Certificate of Occupancy, whichever first occurs ("Warranty Period"). This warranty is fully transferable by Owner and may be assigned to a 3rd party. Within the Warranty Period, Builder may replace, at its option, any materials incorporated into the Residence which are defective. To make a claim under this warranty, Owner or its successor must give Builder written notice of any such defect

in the workmanship and/or materials promptly upon discovery and not later than expiration of the Warranty Period. This warranty does not apply to workmanship or materials requiring repair or replacement because of normal wear and tear, natural settling or mold. Builder shall turn over and transfer to Owner all manufacturers' warranties that are delivered directly to Builder by the manufacturer at the time of final payment by Owner. In addition to this warranty between Builder and Owner and successors of Owner, Builder shall also provide to Owner and successors of Owner at no cost to Owner the Ten Year Warranty for New Homes provided by Residential Warranty Company, LLC attached as Exhibit F ("Long Term Warranty"). Nothing in the Long Term Warranty shall limit the scope of the warranties provided by Builder to Owner or its successors.

10. Owner's Warranties. Owner covenants and warrants that Owner owns the Property in fee simple, free and clear of all liens, except for those encumbrances specifically set forth on Exhibit G. Owner shall provide evidence satisfactory to Builder, such as a commitment for title insurance issued by the Title Company, which indicates such ownership. Owner shall locate the exact location of the Residence on the Property. All corners of the Property and the Residence shall be clearly marked with surveyor stakes. Owner covenants and agrees that such location is in compliance with all applicable federal, state, and local rules and regulations, including, but not limited to, building restrictions, set-back requirements and zoning ordinances.

11. License. Builder is a residential builder and a residential maintenance and alteration contractor and is required to be licensed under article 24 of Act 299 of the Public Acts of 1980, as amended, being sections 339.2401 to 399.2412 of the Michigan Compiled Laws. An electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. A Plumber is required to be licensed under Act No. 266 of the Public Acts of 1929, as amended, being sections 338.901 to 338.917 of the Michigan Compiled Laws. Builder is licensed by the State of Michigan as a licensed Michigan Contractor and maintains its license in good standing. Builder's License number is **2101131848** respectively.

12. Laws, Ordinances and Regulations. In connection with the construction of the Residence, Builder shall meet and comply with all applicable laws, ordinances, and regulations.

13. Notice of Commencement. Owner shall deliver a Notice of Commencement in accordance with the Michigan Construction Lien Act within ten days of the Effective Date.

14. Risk of Loss. Until a Certificate of Occupancy is issued for the Residence the risk of loss for the Residence lies solely with Builder. Provided, Owner shall be solely responsible for building materials on Property and Owner shall reimburse Builder for the cost of building materials vandalized or stolen from the Property.

15. Insurance. Builder shall procure and maintain an "all risk" insurance policy and shall name Owner as an additional named insured. Builder shall maintain a policy of builder's insurance fully insuring the Residence from the date construction commences until the date of substantial completion. Owner may also maintain a policy of insurance on their interest in the Residence. Builder shall also carry public liability insurance with coverage limits not less than \$1,000,000 single-limit coverage and worker's compensation insurance in an amount not less than the statutory minimum. Such policies shall name Owner as an additional named insured. Builder shall provide Owner with evidence of such insurance upon request. Owner and Builder waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph.

16. Diligent Pursuit. Builder shall diligently pursue its obligations under this Agreement.

17. **Default.** If either Party believes that the other Party has failed to comply with this Agreement (“Default”), the non-defaulting Party shall provide the Defaulting Party not less than 10 days written notice of such non-compliance, a list of the non-defaulting Party’s specific complaints, and a reasonable time within which the defaulting Party shall cure the Default (“Default Notice”). If the defaulting Party fails to cure the Default within the period of time specified in the Default Notice, the non-defaulting Party may pursue any and all remedies available, including specific performance in that there may not be an adequate remedy at law. In addition, Owner may replace Builder with another party to complete construction and may deduct from the Price any amount paid by Owner to such third party to complete construction in accordance with the Plans. In the event either Party takes any action to enforce this Agreement, the prevailing Party shall reimburse the other Party for all expenses incurred by the prevailing Party, including attorney fees.

18. **Cross Default.** Contemporaneously with the execution of this Agreement, Owner and Builder are entering into ____ similar agreements for the construction of homes similar to the Residence on each of the ____ lots depicted on the Site Plan (“Other Agreements”). Owner and Builder agree that a default of this Agreement or any of the Other Agreements shall constitute a default of all Other Agreements and this Agreement.

19. **Dispute Resolution.** Any claim or demand of either party arising out of this Agreement, including without limitation, claims of fraud, misrepresentation, warranty or negligence and that exceeds \$5,500 in value shall be submitted to binding arbitration. The parties shall attempt to agree on a mutually agreeable independent arbitrator. If the parties are unable to mutually agree on an arbitrator, and arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, Home Construction Arbitration Rules and Mediation Procedures. A Circuit Court judgment may render judgment upon the award made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Michigan Arbitration Act, MCL 600.5001 et seq. The cost of such arbitration shall be divided equally between both parties. Neither Party shall be required to submit to arbitration any claim or demand of a value less than \$5,500.

20. **Miscellaneous.**

a. Authority to Bind Owner. No approval, agreement or consent and no document signed in connection with this Agreement shall be binding on Owner unless made, given or signed by Frank Peterson or Jake Eckholm.

b. Applicable Law. This Agreement is executed in, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.

c. Entire Agreement. This writing shall constitute the entire Agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into by the parties with respect to the subject matter hereof, and shall not be modified or amended, except in a subsequent writing signed by the party against whom enforcement thereof is sought.

d. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, assigns, officers, directors, employees, agents, heirs, executors, and administrators.

e. Full Execution. This Agreement requires the signature of both parties. Until fully executed on a single copy or in counterparts, this Agreement is of no binding force or effect, and if not fully executed, this Agreement is void.

f. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties.

g. Non-Waiver. No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of the Agreement.

h. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired or affected.

i. No Discrimination. Discrimination on the basis of religion, race, creed, color, national origin, age, sex, marital status, or handicapped condition by either party in respect to the construction of the Residence is prohibited.

j. Assignment or Delegation. Neither Builder nor Owner may assign all or any part of this Agreement. Provided, that Builder may delegate all or any part of its obligations to perform the services under this Agreement, to any persons or entities that Builder, in its sole discretion, deems appropriate, including sub-contractors. Such delegation shall be at the sole expense of Builder unless otherwise provided.

k. Notices. Any notices required or permitted to be given under this Agreement must be in writing and sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid, a recognized courier service (Federal Express, UPS, or DHL), or by email with confirmation of delivery received. The notice will be effective upon receipt.

To Builder:

LRS Enterprises
525 South Dangel Street
Muskegon, MI 49442
Attn: Rubin Briggs
Phone: 231-855-3775
E-mail: Briggsbuilders210@gmail.com

To Owner:

City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536
Attn: Jake Eckholm
Phone: 231-724-6780
Fax: 231-722-1214
E-mail: jake.eckholm@shorelinecity.com

With a contemporaneous copy to:

Parmenter O'Toole
601 Terrace Street
P.O. Box 786
Muskegon, Michigan 49443-0786
Attn: John Schrier
Phone: 231-722-5401
Fax: 231-722-5501
Email: john@parmenterlaw.com

l. Time is of the Essence. Builder and Owner acknowledge and agree that the time related provisions set forth herein are critical and essential terms of this Agreement and that time is of the essence with regard to the transactions contemplated in this Agreement. Failure to strictly comply with the time related provisions of this Agreement will be considered a breach of the entire Agreement.

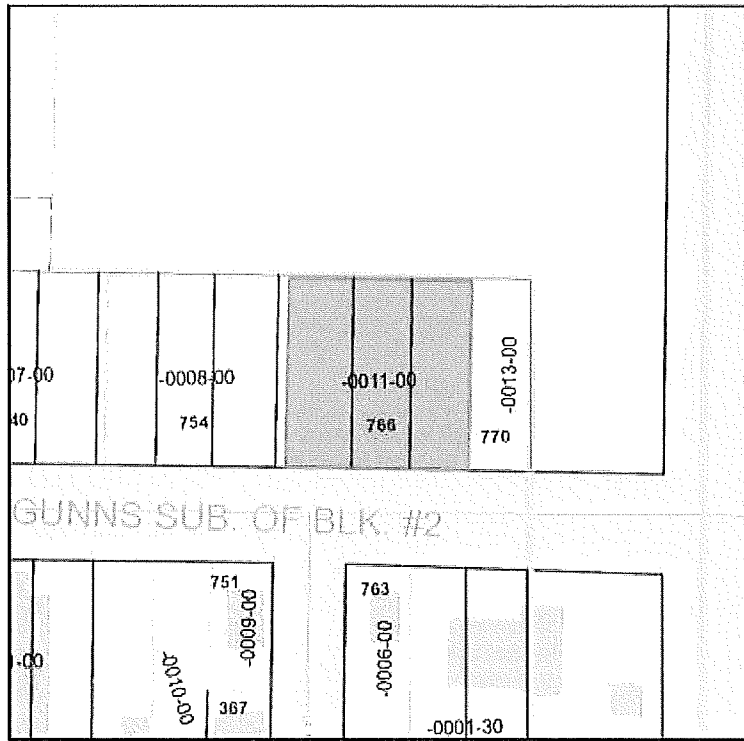
m. Pronouns. For convenience, Owner has been referred to this Agreement sometimes in the singular and at other times in the plural.

n. Notice of Sale or Lease. Upon the sale or lease of the Residence by Owner to a third party, Owner shall provide notice to Builder of such sale or lease and provide builder with all contact information for the buyer/tenant, including a phone number and an email address.

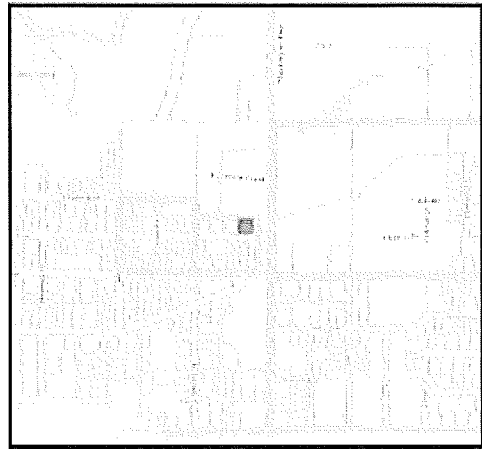
EXHIBIT B

LEGAL DESCRIPTION

CITY OF MUSKEGON GUNNS SUB DIV OF PART OF BLK 2 E 42 FT LOT 10 ALL LOTS
11 & 12 BLK 3



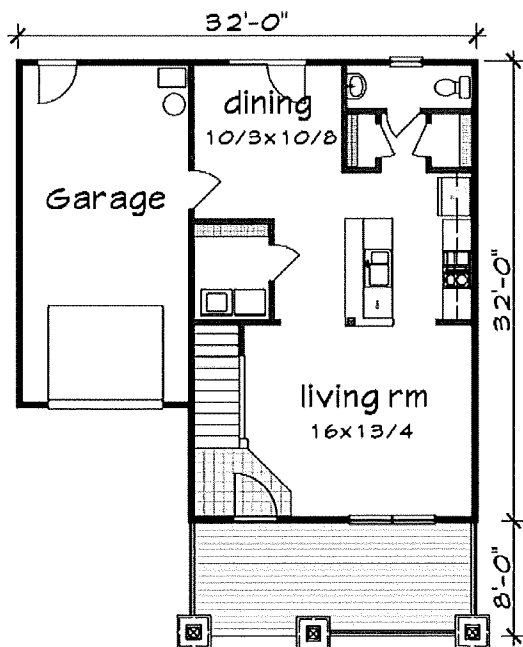
Map not presented to a specific scale Subject Parcel Highlighted in red



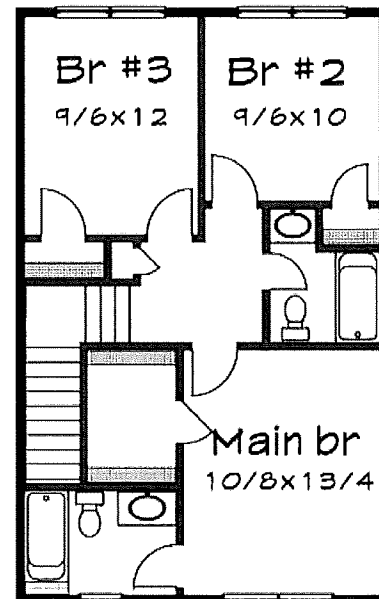
Overview Location Map

EXHIBIT C

PLANS AND SPECIFICATIONS



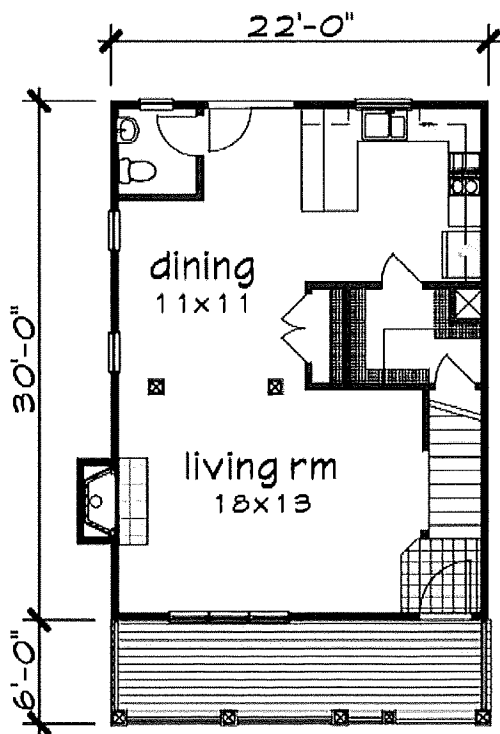
Floor 1 plan



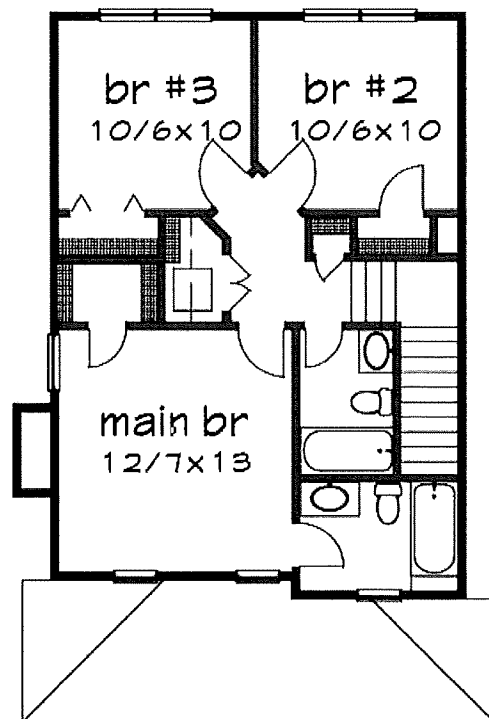
Floor 2 plan

EXHIBIT C CON'D

PLANS AND SPECIFICATIONS



Floor 1 plan



Floor 2 plan

EXHIBIT D

SITE PLAN

EXHIBIT E

CHANGE ORDERS

Owner has requested, and Builder agrees to the following Modifications to the Plans with the cost/credit set forth below:

MODIFICATION	COST	CREDIT	ADJUSTED PRICE

Builder -

By: _____
Name: _____
Title: _____
Date: _____

Owner – THE CITY OF MUSKEGON

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT F

LONG TERM WARRANTY

EXHIBIT G

PERMITTED ENCUMBRANCES

**RESOLUTION AUTHORIZING
INSTALLMENT PURCHASE AGREEMENT**

CITY OF MUSKEGON
County of Muskegon, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, held on the 8th day of December, 2020 at 5:30 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____
and supported by Member _____:

WHEREAS, the City of Muskegon, County of Muskegon, State of Michigan (the "City") desires to acquire two single family residences on the property located at 766 Leonard Street (collectively, the "Property"), all as set forth in the Residential Construction Agreement between the City and LRS Enterprises, Muskegon, Michigan (the "Builder"), dated as of _____, 2020 (the "Construction Agreement"); and

WHEREAS, under the provisions of Act No. 99, Public Acts of Michigan, 1933, as amended ("Act 99"), the City is authorized to enter into any contracts or agreements for the purchase of the Property to be paid for in installments over a period of not to exceed the useful life of the Property acquired as determined by resolution of the City; and

WHEREAS, an Installment Purchase Agreement (the "Agreement") between the City, the Builder, and Community Foundation for Muskegon County (the "Lender"), for the installment purchase of the Property has been prepared; and

WHEREAS, the City shall acquire the Property for the sum of \$425,000 (the "Purchase Price") of which amount the total of \$355,000 (the "Financed Price") shall be financed through the execution of the Agreement; and

WHEREAS, the outstanding balance of all purchases by the City under Act 99, exclusive of interest, shall not exceed one and one quarter percent (1-1/4%) of the taxable value of the real and personal property in the City at the date of such contract or agreement; and

WHEREAS, purchase of the Property pursuant to an installment purchase agreement will not result in the outstanding balance of all such purchases in excess of the limitation contained within Act 99 as set forth above; and

WHEREAS, the Agreement is to be assigned to the Lender; and

WHEREAS, it is necessary to approve the Agreement and authorize the Mayor and City Clerk to execute the Agreement and authorize City officials to execute certain other documentation relative thereto.

NOW THEREFORE, BE IT RESOLVED THAT;

1. Approval of Agreement; Agreement Terms. The Agreement is hereby approved substantially in the form attached hereto as Exhibit A. The City shall incur the debt described in the Agreement through execution of the Agreement by the officers authorized below which debt shall consist of the Financed Price of \$355,000 which shall be payable within three years of the anniversary date of the first draw of the Financed Price, at a rate of interest equal to the federal prime interest rate (currently 3.25%) plus two percent (2.0%) per annum from the date funds are distributed by the Lender. The rate of interest on the Loan will be adjusted to the federal prime interest rate then in effect plus two percent (2.0%) and readjusted on the yearly anniversary date of the Loan, provided that the rate of interest will be adjusted annually on the yearly anniversary date of the Loan to the federal prime interest rate then in effect plus (2.0%) percent per annum. The Mayor, City Clerk and Finance Director are each hereby authorized to adjust the payment dates and final details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are each authorized to make determinations regarding the principal and interest payment dates.

2. Execution and Delivery of Agreement. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement and deliver it to the Builder, substantially in the form attached hereto with such additions, changes and modifications as shall be approved by the City's Bond Counsel.

3. Useful Life of Property. The useful life of the Property is hereby determined to be not less than fifteen (15) years.

4. Authorization of Officers. The Mayor, City Clerk and City Treasurer are each hereby authorized and directed to execute such additional documentation and open such accounts as shall be necessary to effectuate the closing of the Agreement and the assignment thereof to the Lender within the parameters set forth in this resolution.

5. Assignment of Agreement. The assignment of the Agreement by the Builder to the Lender is hereby approved.

6. Security; Limited Tax Pledge. The City hereby agrees to include in its budget for each year, commencing with the present fiscal year, a sum which will be sufficient to pay the principal of and the interest coming due under the Agreement during such fiscal year. In addition, the City hereby pledges to levy ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under the Agreement, subject to applicable constitutional, statutory and charter tax rate limitations.

7. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded to the extent of such conflict.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Ann Marie Meisch
City Clerk

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, County of Muskegon, State of Michigan, at a regular meeting held on December 8, 2020, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch
City Clerk

Exhibit A

[Attach Form of Installment Purchase Agreement here]

36892841.1/063684.00048

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 8, 2020	Title: NEZ Certificates
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Applications for Neighborhood Enterprise Zone (NEZ) certificates have been received for homes at the Terrace Point Landing development. The applications are for the following addresses: 319, 676, 678, 680, 682, 684 and 686 Terrace Point. All applicants have met local and state requirements for the issuance of the NEZ certificates.	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the NEZ certificates at 319, 676, 678, 680, 682, 684 and 686 Terrace Point Dr for a duration of 12 years.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Thomas and Linda Olson to construct a new home at 319 Terrace Point in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Thomas and Linda Olson be approved.

Adopted this 10th day of December, 2020.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 10, 2020.

By: _____
Ann Meisch
City Clerk

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Terrace Point Landing, LLC to construct a new home at 676 Terrace Point in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Terrace Point Landing, LLC be approved.

Adopted this 10th day of December, 2020.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 10, 2020.

By: _____
Ann Meisch
City Clerk

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Terrace Point Landing, LLC to construct a new home at 678 Terrace Point in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Terrace Point Landing, LLC be approved.

Adopted this 10th day of December, 2020.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 10, 2020.

By: _____
Ann Meisch
City Clerk

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Terrace Point Landing, LLC to construct a new home at 680 Terrace Point in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Terrace Point Landing, LLC be approved.

Adopted this 10th day of December, 2020.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 10, 2020.

By: _____
Ann Meisch
City Clerk

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Terrace Point Landing, LLC to construct a new home at 682 Terrace Point in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Terrace Point Landing, LLC be approved.

Adopted this 10th day of December, 2020.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 10, 2020.

By: _____
Ann Meisch
City Clerk

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Terrace Point Landing, LLC to construct a new home at 684 Terrace Point in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Terrace Point Landing, LLC be approved.

Adopted this 10th day of December, 2020.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 10, 2020.

By: _____
Ann Meisch
City Clerk

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Terrace Point Landing, LLC to construct a new home at 686 Terrace Point in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Terrace Point Landing, LLC be approved.

Adopted this 10th day of December, 2020.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on December 10, 2020.

By: _____
Ann Meisch
City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 8, 2020	Title: Street/Alley Vacations
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff initiated request to vacate the following streets and alley: E Muskegon Ave between Cedar St and Emerald St; Rathborn St between Walton Ave and Eastern Ave; and the alley east of Cedar St and west of Eastern Ave between Walton Ave and Yuba St.	
Detailed Summary: The Planning Commission unanimously recommended vacation of the streets and alley. See below	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To vacate E Muskegon Ave between Cedar St and Emerald St; Rathborn St between Walton Ave and Eastern Ave; and the alley east of Cedar St and west of Eastern Ave between Walton Ave and Yuba St.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

E Muskegon Ave between Cedar St and Emerald St, highlighted in red.



Rathborn St between Walton Ave and Eastern Ave



Alley east of Cedar St and west of Eastern Ave



CITY OF MUSKEGON

RESOLUTION No. _____

RESOLUTION TO VACATE PUBLIC STREETS & ALLEY

WHEREAS, petitions have been received to vacate E Muskegon Ave between Cedar St and Emerald St; Rathborn St between Walton Ave and Eastern Ave; and the alley east of Cedar St and west of Eastern Ave between Walton Ave and Yuba St.; and

WHEREAS, the Planning Commission held public hearings on November 12, 2020 to consider the petitions and subsequently recommended the vacations; and

WHEREAS, due notice had been given of said hearing as well as the December 10, 2020 City Commission meeting to consider the recommendation of the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED that the City Commission deems it advisable for the public interest to vacate and discontinue E Muskegon Ave between Cedar St and Emerald St; Rathborn St between Walton Ave and Eastern Ave; and the alley east of Cedar St and west of Eastern Ave between Walton Ave and Yuba St; and

BE IT FURTHER RESOLVED that the City Commission does hereby declare the said streets and alley vacated and discontinued provided, however, that this action on the part of the City Commission shall not operate so as to conflict with any fire access or the utility rights heretofore acquired by the City or by any public service utility in the City of Muskegon, operating in, over and upon said portion of street hereby vacated, and it is hereby expressly declared that any such rights shall remain in full force and effect;

BE IT FURTHER RESOLVED that after any maintenance and repair by the City, the city shall restore the disturbed area to the grade and paving in existence at the time of vacation. The City shall not be responsible to replace special planting, landscaping, fences or any structure. No structure shall be placed in the vacated alley which, in the sole judgment of the City, will interfere with the repair or maintenance of utilities in the easement, public or private.

Adopted this 8th day of December 2020.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

(Vacate E Muskegon Ave between Cedar St and Emerald St; Rathborn St between Walton Ave and Eastern Ave; and the alley east of Cedar St and west of Eastern Ave between Walton Ave and Yuba St.)

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on December 8, 2020.

Ann Meisch, MMC
Clerk, City of Muskegon

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

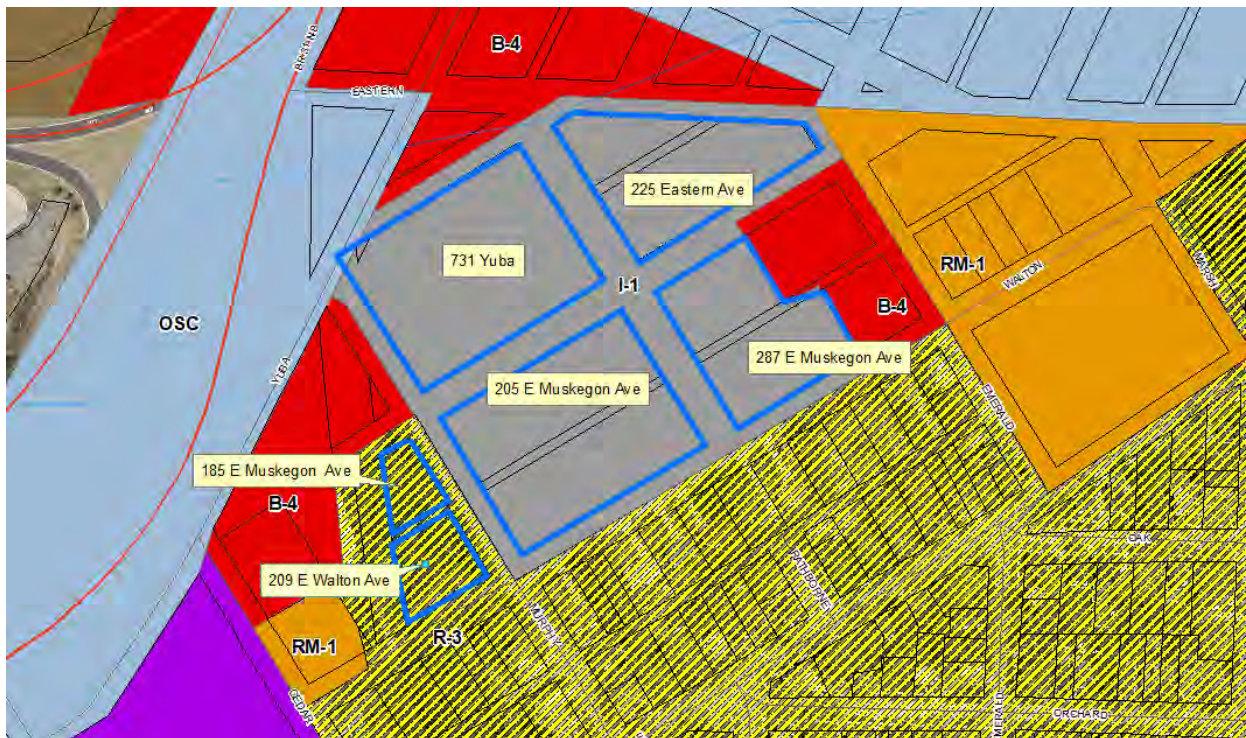
Commission Meeting Date: December 8, 2020	Title: Former Farmers Market Rezoning
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff initiated request to rezone the properties at 731 Yuba St, 205 E Muskegon, 225 Eastern Ave, 287 E Muskegon Ave, 185 E Muskegon Ave and 209 E Walton Ave to Form Based Code, Urban Residential.	
Detailed Summary: This is the former Farmers Market site. The property was rezoned to industrial a couple years ago, but residents eventually pushed back at the food processing proposal. Staff is currently working with Allen Edwin Home Builders on a residential development at this site. The Planning Commission unanimously recommended approval of the rezoning's at their November meeting.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the rezoning of the former Farmers Market site.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Planning Commission Excerpt:

SUMMARY

1. Staff has been working with Allen Edwin Home Builders on a potential housing development at the former Farmers Market site.
2. 731 Yuba St, 205 E Muskegon Ave, 255 Eastern Ave and 287 E Muskegon Ave are currently zoned I-1, Light Industrial. 185 E Muskegon Ave and 209 E Walton Ave are currently zoned R-3, High Density Single-Family Residential.
3. Staff is seeking a rezoning to FBC, UR to allow for the housing development, which includes a majority of single-family homes, with some duplexes mixed in.
4. Notice was mailed to everyone within 300 feet of the property. At the time of this writing staff had not received any comments.

Zoning Map



Aerial Map





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 8, 2020	Title: Parkland Properties Marina Agreement
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking approval of the attached development agreement with Parkland Properties to construct a dry marina on property mutually encumbered by the City of Muskegon and Parkland Properties.	
Detailed Summary: Many years ago, as part of the development of the SPX corporate headquarters, a piece of the land was encumbered for mutual benefit of the property owner and the public. The result of the agreement is that the land be perpetually used as a parking lot. Overtime, the hotel was developed and the ownership interests of SPX now belong to Parkland Properties. In an effort to find a higher and better use for the property, staff has worked with Parkland Properties to create a development agreement that results in redevelopment of the site to accommodate a dry marina and replace the public parking spaces along the Terrace point Drive median. The development would also include the construction of townhomes overlooking Terrace Point Drive and the Shoreline Inn. The Developer will invest in excess of \$4 Million in initial costs to construct the dry marina and improve the parking along Terrace Point Drive from Shoreline Drive to the Terrace Pointe Traffic Circle. The Developer will also invest in excess of \$5 Million in new residential development on the Parkland-owned property located at 650 Terrace Point Drive. The project could take as long as 5 years, depending on State and Federal approval processes.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To authorize the City Manager to sign the Development Agreement.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made as of December ____, 2020, by and between the **CITY OF MUSKEGON**, a Michigan municipal corporation of 933 Terrace St. (the “City”); and **PARKLAND MARINA, LLC**, a Michigan limited liability company of 75 W. Walton, STE A, Muskegon, MI 49440 (“Parkland”) (the City and Parkland are sometimes collectively referred to as “Parties”).

RECITALS

A. The City is the owner of property identified as Parcel No. 61-24-205-563-0010-00 with a street address of 350 Shoreline Drive, in the City of Muskegon, as legally described and depicted in the attached Exhibit A (the “Property”). The Property is burdened by certain easement agreements between the Parties dated _____ and _____ (the “Easements”), which, among other things, obligate parts of the Property to be used as parking for the benefit of Parkland.

B. Subject to approval from the Department of Environmental, Great Lakes and Energy; and the Army Core of Engineers, Parkland plans to develop the Property to provide in-and-out boat storage racks within an enclosed warehouse facility (the “Project”) on the Property. The current site plan for the Project is included in the attached Exhibit B. The final site plan shall be agreed to by the Parties prior to commencement of construction.

C. The Parties believes the Project, and the fulfillment generally of this Agreement, are in the best interests of the City as a whole and necessary for the purposes of the creation of jobs and employment opportunities; to drive new tourism; and to improve the economic welfare of the residents of the City.

D. The parties are entering into this Agreement to (i) establish the procedures for the transferring the Property to Parkland and extinguishing the Easements, (ii) outlining the development obligations of Parkland, (iii) outlining the development obligations of the City; and (iv) providing methods to undo the transfer of the Property, in the event the Project is not completed within the specified timeframe in this Agreement.

AGREEMENT

Therefore, in exchange for the consideration in and referred to by this Agreement, the Parties agree as follows:

1. **Transfer of Property.** Within 30 days of execution of this Agreement, the City shall transfer ownership of the Property by quit claim deed to Parkland. Except as provided in paragraph 5, the Easements and the rights under the Easements shall be considered extinguished upon the date of transfer.

2. **Project.** Within 2 years of the transfer identified in paragraph 1, Parkland

shall:

- a. Apply to the City of Muskegon Planning Commission for site plan approval.
- b. Apply to the City of Muskegon for any other required zoning approvals.
- c. Submit an application for the Project to the necessary State permitting agencies including the Department of Environment, Great Lakes and Energy. This includes, but is not limited to, permits for a lift well and a wave attenuator.
- d. Submit an application for the Project to necessary Federal permitting agencies including the Army Core of Engineers. This includes, but is not limited to, permits for a lift well and a wave attenuator.

3. **Off-site Improvements.** The City will permit Parkland to create additional parking for the Project, the Shoreline Inn & Conference Center, Terrace Point Marina, and the Lakehouse Waterfront Grille in the area commonly known as Terrace Point Drive, as well as the vacant land owned by the City indicated on the attached **Exhibit A**. Parkland will undertake or cause to be undertaken the necessary road improvements to Terrace Point Drive to create parking. Parkland will also undertake or cause to be undertaken the construction of the parking lot on the triangular-shaped, vacant land between Shoreline Drive and Terrace Point Drive adjacent to its intersection. The Parties shall also continue to investigate the potential re-opening of the First Street connection between Shoreline Drive and Terrace Point Drive.

4. **Default by Parkland.** If within 3 years of obtaining all necessary permits described in paragraph 2 above, Parkland has not commenced construction of the Project, commenced construction of an alternative project costing at least \$2 million to construct, or Parkland has not taken reasonable actions to move the Project forward (an “Event of Default by Parkland”), the City, at its sole discretion, may require that Parkland deed the Property back to the City and Parkland shall deed the Property back to the City within 30 days of receiving such written notice from the City. In the event the Property is deeded back to the City, the Parties shall re-enter into identical use rights for the Property as outlined in the Easements. Parkland shall bear the cost of recording the documents and this Agreement shall automatically terminate at the time of recording of the documents with the Muskegon County Register of Deeds. In the event that no written notice is issued by the City within 1 year of the Event of Default, the reverter rights in this paragraph shall be automatically extinguished.

5. **Default by the City.** If the City does not transfer ownership of the Property by quit claim deed to Parkland within 30 days of execution of this Agreement or if the City does not reasonably work with Parkland to undertake or cause to be undertaken the necessary road improvements for the Project (an “Event of Default by the City”), Parkland may refrain from any further performance of its covenants and agreements contained herein until the Event of Default is cured by the City, seek specific performance of this Agreement, or terminate this Agreement and seek any legal recourse to which it is entitled.

ADDITIONAL PROVISIONS

6. **Organization and Powers.** The Parties hereby represent that they are duly organized, validly existing and in good standing under the laws of the State of Michigan; and they have the requisite corporate power and authority to enter into this Agreement and to carry out and perform all of the covenants contained herein.

7. **Authorization.** The execution, delivery and performance of this Agreement by the City has been duly authorized by all necessary action, pursuant to resolution passed by the City Commission.

8. **No Conflict.** The execution, delivery and performance by the City of this Agreement and consummation of the transactions contemplated hereby do not and will not: (i) violate any provisions of law applicable to it or its ordinances, or any order, judgment or decree of any court or other agency of government binding on it; or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any of its contractual obligation.

9. **Term.** This Agreement shall terminate on the earlier of the date a certificate of occupancy is issued for the Project; or the date that the Property is deeded to the City and the Parties re-ratify and re-instate the Easements, pursuant to paragraph 2.

10. **Limitation of Rights.** This Agreement is for the sole and exclusive benefit of the Parties hereto and nothing expressed in or to be implied from this Agreement is intended to give any person other than the Parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement.

11. **Notices.** All notices or other communications hereunder shall be sufficiently given and shall be deemed given when dispatched by regular, registered or certified mail, postage prepaid, or by hand delivery, addressed or delivered as follows:

If to the City:

City of Muskegon
933 Terrace St.
Muskegon, MI 49440
Attn: City Manager

If to Parkland:

Parkland Marina Development, LLC
75 W. Walton, STE A
Muskegon, MI 49440

Attn: Jonathan Rooks

The parties hereto may, by notice given hereunder, designate any further or different address to which subsequent notices or other communications may be sent.

12. **Interpretation.** This is the entire agreement of the Parties hereto as to its subject. It shall not be amended or modified except in writing signed by the Parties. It shall be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision of this Agreement.

13. **Assignment and Binding Effect.** This Agreement, when executed and delivered by the parties, will be a legally valid and binding obligation of the Parties, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity. This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other parties; provided, however, Parkland may assign or transfer this Agreement to an affiliated entity that it creates to construct or operate the Project. This Agreement shall be binding upon any successors or permitted assigns of the Parties.

14. **Governing Law.** This Agreement shall be construed in all respects in accordance with the laws of the State of Michigan. The performance by the Parties of their obligations, covenants, commitments and undertakings pursuant to this Agreement do not, and will not be, in violation of any law, ordinance, rule, regulation, order, policy, guideline or other requirement of any domestic or foreign government, or any instrumentality or agency thereof, having jurisdiction over the Property, Convention Center or the Project.

15. **Exhibits.** All exhibits attached hereto are incorporated herein as though fully stated herein.

16. **Survival of Representations, Warranties, Covenants and Agreements.** The representations, warranties, covenants and agreements of the Parties contained in this Agreement shall survive the closing of the Property.

17. **Enforcement.** The parties hereto are entitled to all remedies authorized by law to enforce the provisions of this Agreement including, but not limited to, specific performance. In the event any litigation commences for violation of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs to pursue the action.

18. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. An executed copy of this Agreement may be delivered by either party by

electronic transmission and such execution and delivery shall be considered valid, binding and effective for all purposes.

19. **Captions.** The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

20. **Further Assurances.** The Parties agree to execute such further agreements or instruments as may be reasonably necessary to implement the terms of this Agreement, so long as such agreements or instruments do not amend or modify the terms of this Agreement or either party's obligations hereunder. The Parties further covenant to work in good faith to implement the terms of this Agreement, to permit the development of the Project in accordance with the terms hereof, and to meet as and when reasonably required in order to address issues of concern to either party in connection with the development of the Project and the matters contemplated under this Agreement.

21. **Drafting and Construction.** The Parties to this Agreement have participated fully and equally in the negotiation and preparation hereof. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against either party hereto.

22. **Force Majeure.** If either party shall be delayed or hindered in or prevented from the performance of any act required of it hereunder by reason of flood, hurricane, cyclone, tornado, earthquake or other similar catastrophe, or acts of God, the public enemy, the government or fires, epidemics, quarantine restrictions, strikes, lock-outs, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations (provided in the case of the County and City, limited to those of other governmental entities), riots, insurrection, war, acts or negligence of the other party or their agents or other reason of like nature not the fault of the party delayed, then the performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

23. **Effective Date.** This Agreement and the provisions hereof shall become effective on the date and year first identified above.

IN WITNESS WHEREOF, the City and Parkland have caused this Agreement to be signed as of the date and year first identified above.

CITY OF MUSKEGON

Dated: _____, 2020

By: _____

Stephen Gawron, its Mayor

Dated: _____, 2020

By: _____

Ann Marie Meisch, its Clerk

STATE OF MICHIGAN)

COUNTY OF MUSKEGON) ss

CITY OF MUSKEGON)

The foregoing signatories, _____ are known to me, respectively, as the Mayor and Clerk the City of Muskegon, and they acknowledged the foregoing instrument on behalf of the City this _____ day of _____, 2020.

_____, Notary Public

My Commission expires: _____

PARKLAND MARINA, LLC
a Michigan Limited Liability Company

Dated: _____, 2020

By: _____

Attest: _____

STATE OF MICHIGAN)
COUNTY OF MUSKEGON) ss
CITY OF MUSKEGON)

The foregoing signatory, Jonathan L. Rooks is known to me, as the Manager of PARKLAND MARINA, LLC, a Michigan limited liability company, and acknowledged the foregoing instrument on behalf of the Company this _____ day of _____, 2020.

_____, Notary Public
My Commission expires: _____

EXHIBIT A
PROPERTY

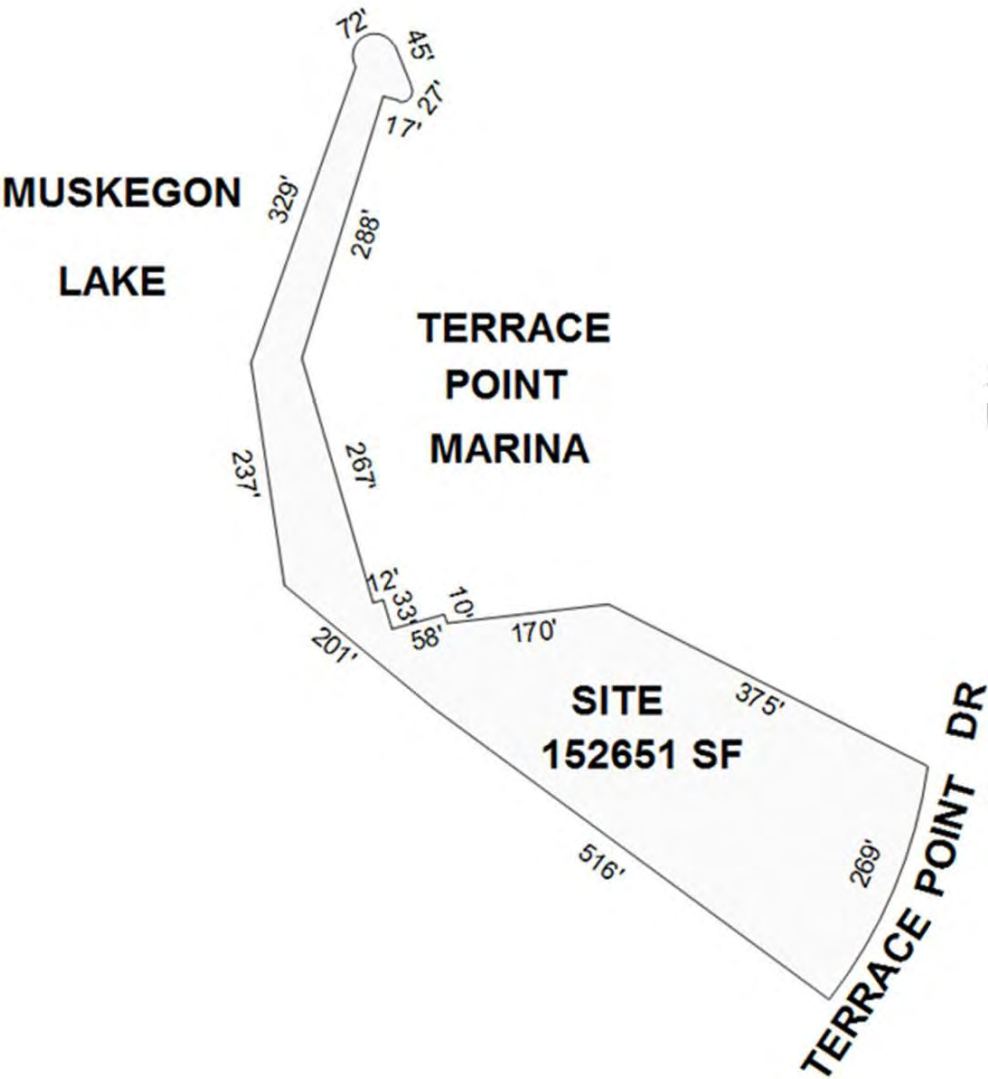


EXHIBIT B

PROJECT PRELIMINARY SITE PLAN AND ELEVATIONS







Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 8, 2020	Title: Convention Center Agreements
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking approval of two agreements: authorizing the City to enter into the Convention Center Naming Rights and Sponsorship Agreement with VanDyk Mortgage Corporation; and approving corresponding amendment to the Convention Center Management Agreement with Parkland.	
Detailed Summary: In an effort to raise additional capital to ensure the highest quality convention center without levying additional taxes or fees, on November 26, 2019, staff was authorized to identify strategic advertising partners within the new convention center. The goal was to raise at least \$1 Million over a period not to exceed 20 years. Staff is pleased to present a naming-rights agreement with VanDyk Mortgage that will generate \$150,000 annually for the next 10 years. Over that 10-year period, the city will net approximately \$1 Million after paying sellers commissions, installing signage, and compensating Parkland \$2,000 per month for convention center operation costs associated with the VanDyk Agreement. The net income from the initial sponsor commitment has exceeded expectations and will be used to offset approximately \$2 Million in unexpected cost overruns at the facility. Staff intends to seek out other strategic partners to name/sponsor interior signage.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approve the Naming Rights and Sponsorship Agreement with VanDyk Mortgage and approve the corresponding 1st Amendment to the Convention Center Management Agreement with Parkland, and authorize the City Manager to sign the agreements.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

NAMING RIGHTS AND SPONSORSHIP AGREEMENT

THIS NAMING RIGHTS AND SPONSORSHIP AGREEMENT (the “Agreement”) is made and entered into this 8th day of December, 2020 (the “Effective Date”), by and between VanDyk Mortgage Corporation (“VanDyk”), the City of Muskegon (“City”), and Parkland Acquisition Two, LLC (“Parkland”) (VanDyk, City and Parkland are sometimes referred to collectively as the “Parties”).

Recitals

A. City is the owner of the Muskegon Lakeshore Convention Center, a multi-use convention center located in Muskegon, Michigan ("Convention Center").

B. Parkland is the operator and manager of the Convention Center, and the owner of the attached Delta Hotels by Marriott Muskegon Lakeshore Convention Center (“Hotel”).

C. The Convention Center is currently under construction, with a projected completion date of March 1, 2021 and when open, it will be used for private events, conventions, conferences, concerts, and other public events.

D. The City and Parkland have the right to name the Convention Center and VanDyk desires to acquire certain naming rights associated with the Convention Center, in accordance with the terms of this Agreement.

E. Contemporaneously with this Agreement, Parkland and VanDyk entered into a License Agreement (“License Agreement”), and Parkland and the City entered into a First Amendment to Management Agreement (“First Amendment”), which outlined other obligations with regard to the Convention Center.

NOW THEREFORE, for mutual consideration, the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **Term.** The term of this Agreement (the “Term”), shall commence on the 1st day of January, 2021 ("Commencement Date"), and shall continue for a period of ten (10) years, terminating on the 31st day of December 2031 (the “Termination Date”), unless terminated earlier in accordance with the terms of this Agreement.

2. **Convention Center Naming and Signage Rights.**

A. **Exclusivity.** As of the Commencement Date, the City and Parkland hereby grant to VanDyk the exclusive right to name the Convention Center the **VanDyk Mortgage Convention Center** (the “Approved Name”), in accordance with the terms of this Agreement. The Approved Name shall be used with all physical, electronic and other references to the Convention Center by City, Parkland, and their affiliates. The Approved Name may only be modified by mutual agreement of the Parties.

B. **Logos.** Within twenty (20) days from execution of this Agreement, VanDyk will furnish the City and Parkland with one or more corporate logos that may be used with all physical, electronic, and other references to the Convention Center by City, Parkland, and their affiliates. The Parties may also create an alternative logo to promote the Convention Center provided the final logo is mutually agreed by the Parties prior to being used in any physical, electronic, or other Convention Center promotion.

C. **Exterior Signage Rights.** Subject to local zoning requirements, VanDyk shall have the right to exterior signage as outlined in **Exhibit A** and described below:

- i. a large backlit sign on the Western Avenue side of Convention Center, to be installed at the expense of City, no later than April 1, 2021. The size, design, and location of sign will be mutually agreed upon in advance by the Parties.
- ii. a backlit sign on the Shoreline Drive side of Convention Center, incorporated into the existing shared marquee sign between Mercy Health Arena and the Convention Center, to be installed at the expense of City, no later than April 2021. The design of sign will be mutually agreed upon in advance by the Parties.
- iii. a large backlit sign on the Shoreline Drive side of Convention Center, to be installed at the expense of City, no later than April 2021. The size, design, and location of sign will be mutually agreed upon in advance by the Parties.
- iv. additional exterior Convention Center signage shall be permissible with the written consent of the City and Parkland, which consent shall not be unreasonably withheld.
- v. The City and Parkland acknowledge the rights granted herein with respect to exterior signage are exclusive and City and Parkland shall grant no new exterior signage rights to any other third parties without advance written consent from VanDyk, which consent shall not be unreasonably withheld. VanDyk shall not unreasonably withhold its consent to any new third party sponsorships if it remains clear to the general public that convention center is called the **VanDyk Mortgage Convention Center.**

D. **Interior Signage.** VanDyk acknowledges the rights granted under this Agreement are not exclusive with respect to interior signage in the Convention Center. Except as provided in this paragraph, the City and Parkland have complete discretion to rent or lease interior signage to third parties and to retain all revenue associated with such rent or lease. This includes, but is not limited to, doorway, room and hallway signage. Notwithstanding, VanDyk shall have the right to the following interior signage:

- i. In the event interior wayfinding signage is installed in the Convention Center, VanDyk's logo shall be displayed on each wayfinding sign. The size, design, and location of the logo will be mutually agreed upon in advance by the Parties.
- ii. a logo at the lower entry glass doors facing Shoreline Drive near the new VanDyk office. The size, design, and location of logo will be mutually agreed upon in advance by the Parties.

E. **Cost of Signage.** The City shall be responsible, at its expense, for the cost of the signage and any necessary maintenance/replacement of such signage, except to the extent any necessary repair or replacement is caused by actions of VanDyk or any VanDyk agents and representatives, in which event VanDyk shall be responsible at its expense for any necessary repair or replacement. In addition, the City shall be responsible, at its expense, for the cost of mounting all signage to the Convention Center, as well as the cost of providing reasonably suitable lighting for the exterior signage, including, but not limited to the cost of providing power for said lighting.

F. **Sign Removal and Substitute Exposure.** The City and Parkland reserve the right (subject to the prior approval of VanDyk, not to be unreasonably withheld), to change the nature and location of the signage, at City's own expense, in connection with any renovation, alteration or repairs of the Convention Center, so long as VanDyk receives equivalent exposure both before and after any such renovation, alteration or repairs; and the City of Parkland provides at least thirty (30) days' prior notice of such change to VanDyk.

G. **Change of VanDyk Name.** In the event that VanDyk changes its name, VanDyk shall have the right to change the name of the Convention Center, as well as the logos, with the prior approval of the City and Parkland, which approval shall not be unreasonably withheld. In the event that the name of the Convention Center is changed under this provision, all costs of effectuating the name change shall be borne solely and entirely by VanDyk, and any and all costs and expenses incurred by the City in connection with effectuating such change of the name or logo shall be paid by VanDyk promptly upon request by the City.

3. **Naming Ceremonies.** The Parties will agree in advance on any press announcements regarding the naming of the Convention Center, and the timing of the release of any such announcements. VanDyk shall have the right to have representatives contribute to the official naming ceremonies for the Convention Center. VanDyk will also have the right to approve in advance (such approval not to be unreasonably withheld) any press announcements, press releases or other materials to be distributed to the general public by or on behalf of the City and Parkland relating to the initial naming of the Convention Center under this Agreement.

4. **Payments and Fees for Naming, Signage and Sponsorship.**

A. **Fee Schedule.** In consideration of the naming, signage and sponsorship rights granted to VanDyk under this Agreement, VanDyk shall pay to the City a naming rights and sponsorship fee ("Naming Rights Fee") in the total amount of One Million Five Hundred Thousand (\$1,500,000.00) Dollars. The Naming Rights Fee will be paid as follows: (i) One Hundred Fifty

Thousand (\$150,000) will be paid on or before January 1, 2021, or within 15 days of execution of this Agreement, whichever is sooner; and (ii) \$12,500 will be paid on the first day of every month beginning January 1, 2021 until the final payment on December 1, 2029, or until terminated in accordance with the terms of this Agreement.

B. **Late Fees and Interest.**

- i. Any amounts due from VanDyk under this Agreement which are not received by the City within fifteen (15) days of when due shall accrue interest on the amount due and owing at the rate of twelve percent (12%) per annum from the date such amount first became due until paid.
- ii. Whenever any payment to be made under this Agreement shall fall on a day which is not a Business Day, the payment shall be made on the next succeeding Business Day. The Term "Business Day," as used in this Agreement shall mean any day that banks are open for business in the State of Michigan (excluding Saturdays and Sundays).

C. **Renewal.** VanDyk shall have the first right to renew the Term of this Agreement for successive ten (10) year periods at market rates, but not less than the total amount specified for the initial Term.

D. **Non-Renewal.** Beginning January 1, 2022, VanDyk shall have the option to terminate this Agreement with twelve (12) months' advance written notice to the City and Parkland. VanDyk shall continue to pay the Naming Rights Fee until the conclusion of this Agreement and the monthly Naming Rights Fee will be pro-rated to the date of termination.

5. **Intellectual Property.**

A. **Names, Trademarks and Service Marks.**

- i. VanDyk acknowledges that the City is the exclusive owner and Parkland is the exclusive manager of the Convention Center, and City and Parkland have the right to license the Convention Center's name.
- ii. The City and Parkland acknowledge that VanDyk is the owner of the name, trademark or service mark of the names or phrases " VanDyk Mortgage," "VanDyk Mortgage Muskegon," and "VanDyk Mortgage West Michigan," as well as any logos associated therewith or containing such phrases.
- iii. Subject to the terms of this Agreement, VanDyk grants to the City and Parkland a non-exclusive, royalty-free license during the Term to use and to grant others the right to use the name "Vandyk Mortgage" and its related logos, including, without limitation, any copyrights, trademarks, service marks, and other intellectual property relating to the same, and

any derivatives, modifications or alterations thereof (collectively “Marks”), in connection with the promotion, marketing and operations of the Convention Center and events held at the Convention Center and signage to the Convention Center; provided, however, that any such rights granted by the City and Parkland to third parties to use the VanDyk Marks shall expire within ninety (90) days of conclusion of this Agreement. The City and Parkland may, subject to the prior approval of VanDyk, grant non-exclusive rights to providers of goods and services and advertisers to use the VanDyk Marks for purposes of promoting themselves and the Convention Center; provided, that such uses are consistent with the terms and conditions of this Agreement. The grant by VanDyk herein of a license to the City and Parkland shall not convey any right, title or interest in the VanDyk Marks for any use or purpose other than expressly provided herein, or to modify any such Marks or logos except as approved by VanDyk, and VanDyk specifically reserves all such rights for itself. In addition, VanDyk reserves the right to inspect the City and Parkland’s use of the VanDyk Marks at any time during the Term.

- iv. Subject to the terms of this Agreement, the City and Parkland grant to VanDyk a non-exclusive, royalty-free license during the Term (and for ninety (90) days thereafter) to use and to grant others the right to use the name “Lakeshore Convention Center” and the related logos, including, without limitation, any copyrights, trademarks, service marks, and other intellectual property relating to the same, and any derivatives, modifications or alterations thereof (collectively “Convention Center Marks”), in connection with the promotion, marketing and operations of the Convention Center and events held at the Convention Center; provided, however, that any such rights granted by VanDyk to third parties to use the Convention Center Marks shall expire contemporaneously with this Agreement. VanDyk may, subject to the prior approval of the City and Parkland, grant non-exclusive rights to providers of goods and services and advertisers to use the Convention Center Marks for purposes of promoting itself and the Convention Center; provided, that such uses are consistent with the terms and conditions of this Agreement. The grant by the City and Parkland herein of a license to VanDyk shall not convey any right, title or interest in the Convention Center Marks for any use or purpose other than expressly provided herein, or to modify any such Marks or logos except as approved by the City and Parkland, and the City and Parkland specifically reserves all such rights for themselves. In addition, the City and Parkland reserves the right to inspect VanDyk’s use of the Convention Center Marks at any time during the Term.

B. **Marks.** Except as provided above, neither party shall use any names, trademarks, service marks, copyrights, trade names or photographs of the facilities or products of

the other party for any purpose, except as provided for in this Agreement, without the prior written consent of the other parties, such consent to be required for each proposed use and each use to be accompanied by the appropriate trademark, service mark, copyright, or other designation required by the owner of such property. Notwithstanding the above, the Parties acknowledge and agree that each party shall have the unlimited right to photograph (including, but not limited to motion picture, still, or video device photography) the Convention Center building and to exhibit and exploit such photography in any medium presently existing or hereafter developed; provided, the Parties do not photograph Parkland's patrons, events, conferences and meetings in the Convention Center without the explicit prior consent of Parkland.

6. **Online and Social Media.** By January 30, 2021, the City and Parkland shall update the name of the Convention Center on the website, Google, event planner websites, and online social media platforms to reflect the new name of **VanDyk Mortgage Convention Center**.

7. **Bi-Annual Conference.** In accordance with the License Agreement, VanDyk shall host a three (3) day corporate fly-in conference at the Convention Center during each odd calendar year (beginning with 2021). In the event VanDyk, its agents and conference attendees purchase a minimum of one thousand (1,000) total hotel room nights in Muskegon County for the conference, Parkland will waive the room rental fees in the Convention Center during the conference. VanDyk agrees that in order to qualify the room nights, VanDyk, its agents and conference attendees must prioritize hotel room night bookings and filling hotels in the following order: (i) first rooms must be booked at the attached 200-room, Delta Hotels by Marriott Muskegon Lakeshore Convention Center; (ii) then rooms must be booked at the 140-room, Shoreline Inn & Conference Center, across the street; (iii) then rooms must be booked in other hotels within the City of Muskegon; and (iv) lastly, rooms may be booked in other hotels within the County of Muskegon.

8. **Preferred Vendor.** The City agrees to list VanDyk Mortgage Corporation as its preferred vendor for mortgage lending. As such, all properties built or renovated for sale as part of the City's in-fill housing program shall be co-branded with VanDyk Mortgage. VanDyk agree to provide competitive pricing, including closing costs, fees, and interest rates, to purchasers of said properties that elect to utilize the services of VanDyk Mortgage.

9. **Representations and Warranties of City and Parkland.** The City as to the City and Parkland as to Parkland represent and warrant to VanDyk as follow:

- A. **Due Organization and Good Standing.** The City and Parkland are duly organized, validly existing and in good standing under the laws of the state of Michigan; and have all the requisite power and authority to execute, deliver and perform their obligations under this Agreement, and no consent of a third party is necessary to execute, deliver and perform its obligations under this Agreement.
- B. **Binding Effect.** This Agreement has been duly authorized, executed and delivered by the City and Parkland and constitutes the legal, valid and binding obligation of it, enforceable against it, in accordance with the term hereof.

- C. **No Conflict.** The execution, delivery and performance of this Agreement by the City and Parkland does not conflict with, nor will it result in, a breach or violation of (i) the City's or Parkland's organizational documents, or (ii) any material agreement to which they are a party.

10. **Representations and Warranties of VanDyk.** VanDyk represents and warrants to the City and Parkland that:

- A. **Due Organization and Good Standing.** VanDyk is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated; and has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, and no consent of a third party is necessary to execute, deliver and perform its obligations under this Agreement.
- B. **Binding Effect.** This Agreement has been duly authorized, executed and delivered by VanDyk and constitutes the legal, valid and binding obligation of it, enforceable against it, in accordance with the term hereof.
- C. **No Conflict.** The execution, delivery and performance of this Agreement by VanDyk does not conflict with, nor will it result in, a breach or violation of (i) the VanDyk's organizational documents, or (ii) any material agreement to which it is a party.

11. **Termination of Agreement.**

A. **VanDyk Default.** The occurrence of any one or more of the following constitutes a "VanDyk Default" under this Agreement:

- i. VanDyk's failure to pay the Naming Rights Fee within fifteen business (15) days of when due and owing hereunder, subject to cure provisions contained in paragraph 8(A)(iii) below;
- ii. If at any time during the Term, VanDyk shall file or have filed against it, in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy, for reorganization, for the appointment of a receiver, or for an arrangement under the Bankruptcy Act or Code or similar type of proceeding, and such petition is not dismissed within sixty (60) days of such initial filing; or
- iii. VanDyk's (and/or its affiliates') breach of any of the material covenants, agreements, representations or warranties contained in this Agreement, if such breach (i) has not been waived in writing; and (ii) is not cured or remedied by VanDyk within thirty (30) days after delivery of written notice specifying the nature of the breach, or (iii) if such breach is capable of being cured but not within such thirty (30) day

period and VanDyk is using diligent efforts to cause such breach to be cured, then the cure period set forth herein shall be extended to ninety (90) days. The ninety (90) day extension shall not apply to failure to pay the Naming Rights Fee.

- iv. Upon the occurrence of a VanDyk Default, the City and/or Parkland may upon written notice to VanDyk, terminate this Agreement and any monies already then paid by VanDyk may be retained by the City and/or Parkland. If VanDyk Default occurs before December 31, 2021, VanDyk agrees to pay to the City the cost of removing all signage bearing any VanDyk Marks.
- v. In addition, if at any time during the Term, the City and Parkland determine, after giving notice to VanDyk and a reasonable opportunity to respond, but not less than sixty (60) days, that any of the below Unusual and Compelling Circumstances have occurred, and as a result the continuation of the use of VanDyk Mortgage's name would discredit the Convention Center, the City and Parkland in their sole discretion, may terminate this Agreement. 'Unusual and Compelling Circumstance' shall mean:
 - a. Any situation, occurrence or action by VanDyk which subjects VanDyk or the Convention Center to public scandal, disrepute, widespread contempt, or public ridicule, because VanDyk Mortgage has offended, insulted, or denigrated individuals or groups, or insulted or offended the community or public morals or decency.
 - b. Any situation or occurrence where VanDyk makes public comments which degrade or ridicule the City, Parkland or the Convention Center.

In the event of the above, the City and/or Parkland may, at their option, upon written notice to VanDyk and after at least sixty (60) days, terminate this Agreement and any monies already then paid by VanDyk may be retained by the City and/or Parkland. If VanDyk actions under this paragraph occurs before December 31, 2021, VanDyk agrees to pay to the City the cost of removing all signage bearing any VanDyk Marks.

B. **City and/or Parkland Default.** The occurrence of any one or more of the following constitutes a "Default" by City and/or Parkland under this Agreement:

- i. The City and Parkland lose the ability to grant naming rights to the Convention Center for any reason;
- ii. The Convention Center is shut-down for any reason (including a Force

Majeure as defined in Section 12 hereof) for a period of twelve (12) months or more;

- iii. City's or Parkland's breach of any of the material covenants, agreements, representations or warranties contained in this Agreement, or any other agreement between the parties, if such breach (i) has not been waived in writing; and (ii) is not cured or remedied within thirty (30) days after delivery of written notice specifying the nature of the breach or (iii) if such breach is capable of being cured but not within such thirty (30) day period and City and/or Parkland are using diligent efforts to cause such breach to be cured, then the cure period set forth herein shall be extended to ninety (90) days.
- iv. Upon the occurrence of a Default by the City or Parkland, VanDyk may, at its option, upon written notice to both City and Parkland: (i) terminate this Agreement, in which case VanDyk shall not be obligated to make any additional Naming Rights Fee Payments due after such termination; provided, however, that VanDyk shall be obligated to pay any amounts due on or prior to such termination; and/or (ii) enforce the provisions of this Agreement by a suit in equity or at law for the specific performance of any covenant or agreement contained in this Agreement, or for the enforcement of any other legal or equitable remedy available at law.

C. **No Continued Use of Name.** Upon termination of this Agreement, the City and Parkland shall be free to rename the Convention Center and the Parties shall no longer use the **VanDyk Mortgage Convention Center** name or logos, and shall make reasonable efforts to notify parties contracting with the Parties not to use the names or logos; provided, however, that City shall have a maximum of ninety (90) days after termination of this Agreement to remove any references to, or displays of, the name and Logos from the Convention Center. Except as provided in paragraph 11(A), the costs of the removal shall be borne by the City.

12. **Litigation concerning Naming Rights.** Should individuals or entities whom are not signatories to this Agreement sue or threaten to sue the City, VanDyk and/or Parkland concerning this Agreement and/or the substance of this Agreement, the Parties shall meet and discuss amending this Agreement in order to avoid litigation or the threat of litigation. Any amendment will require mutual consent of the Parties. In the event that the parties cannot come to a mutually agreeable amendment to avoid litigation or threatened litigation, either party may choose to terminate this Agreement and the City and VanDyk would each bear half the cost of removing the VanDyk signage and logos from the Convention Center. If the parties choose to defend the litigation or threatened litigation, the Parties shall select legal counsel to represent all entities and enter into a joint representation agreement and legal fees and expenses in defending the litigation or threatened litigation shall be split evenly between the City and VanDyk.

13. **Confidentiality.** To the extent possible, each party agrees to treat as confidential all information regarding the other party furnished, or to be furnished, pursuant to this Agreement, including the terms and conditions of this Agreement. However, either party may disclose that

portion of the confidential information that is required to be disclosed by law, including the Freedom of Information Act.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument.

15. **Notice.** Each notice, request, demand, consent, approval or other communication required or permitted under this Agreement (collectively, “notices”) shall be in writing and shall be deemed to be given if hand-delivered or sent by overnight delivery service at the address set forth below, or sent electronically (with confirmation of receipt) at the applicable number set forth below:

If to City of Muskegon:

City Manager
City of Muskegon
933 Terrace St.
Muskegon, MI 49443-0536

With a copy to:

City Attorney
Parmenter Law
601 Terrace St.
Muskegon, MI 49440

If to Parkland Acquisition Two, LLC

Jonathan Rooks
75 West Walton, Suite A
Muskegon, MI 49440

With a copy to:

Charron Law
Dave Charron
5020 East Beltline, NE, Suite 201B
Grand Rapids, MI 49525

If to VanDyk Mortgage:

Tom VanDyk, President
2449 Camelot Court SE
Grand Rapids, MI 49546

With a copy to:

Mario Flores
5906 Commerce Drive, East Suite
Muskegon, MI 49444

Any such notice shall be deemed given when actually delivered, when delivery is refused, or upon confirmation of receipt of a facsimile.

16. **Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their successors and permitted assigns. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties; provided, however, that (i) the City and Parkland may assign this Agreement to any existing or future affiliate, whose business includes the operation of the Convention Center; (ii) VanDyk may assign this Agreement to any existing or future affiliate, provided that VanDyk shall continue to be obligated to the City and Parkland under this Agreement; and (iii) VanDyk may assign this Agreement in connection with the direct or indirect transfer or sale of all or substantially all of its assets, or in the event of a merger, consolidation, or similar transaction, provided that (a) the acquirer or surviving entity has creditworthiness or credit rating at least equal to that of VanDyk immediately prior to the transaction, (b) the acquirer or surviving entity is another mortgage provider, and (c) such assignee expressly agrees to assume unconditionally all of the obligations of VanDyk hereunder for the balance of the Term and agrees to bound hereby.

17. **Severability.** If any portion of this Agreement is judged to be illegal, invalid or unenforceable, such portion will be given effect to the maximum extent possible by narrowing, or enforcing in part, such portion to the minimum extent necessary to make it enforceable. Any such invalidity or unenforceability will not in any way affect the validity or enforceability of the remainder of this Agreement which will continue in full force and effect.

18. **Captions.** The captions used in this Agreement are for convenience only and will not define, limit, or otherwise be used in the construction of this Agreement.

19. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and, except as provided herein, there are no agreements between them, written or oral, relating to the subject matter hereof, other than as set forth in this Agreement.

20. **Governing Law.** This Agreement and the rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan. Venue shall lie in Muskegon County, Michigan.

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

CITY OF MUSKEGON

By: _____

Its: _____

PARKLAND ACQUISITIONS TWO, LLC

By: _____

Its: _____

VANDYK MORTGAGE CORPORATION

By: _____

Its: _____

Exhibit A Sponsorship Terms

1. Signage. VanDyk Mortgage will have the following permanent signage displays. Final size, design, and location will be mutually agreed upon in advance by the Parties. Signage to read **VanDyk Mortgage Convention Center**

- a. Exterior

- i. Arena/Convention Marquee Sign.



- ii. Exterior Shoreline Drive Signage



- iii. Exterior 4th Street Signage



FIRST AMENDMENT TO MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO CONVENTION CENTER MANAGEMENT AGREEMENT (the "First Amendment") is made and entered into this 8th day of December, 2020 (the "Effective Date"), by and between the City of Muskegon ("City") and Parkland Acquisition Two, LLC ("Parkland") (City and Parkland are sometimes referred to collectively as the "Parties").

Recitals

A. City is the owner of the Muskegon Lakeshore Convention Center, a multi-use convention center located in Muskegon, Michigan ("Convention Center").

B. Parkland is the operator and manager of the Convention Center pursuant to the Management Agreement dated December 6, 2018 ("Management Agreement").

C. The Parties have the right to amend the Management Agreement and wish to do so, in accordance with the terms of this First Amendment.

D. Contemporaneously with this Agreement, the Parties and VanDyk Mortgage Corporation entered into a Naming Rights and Sponsorship Agreement ("Naming Agreement"); and Parkland and VanDyk entered into a License Agreement ("License Agreement"), which outlined other obligations with regard to the Convention Center.

NOW THEREFORE, for mutual consideration, the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **Kiosks and Box Office; Use of W Western Entry.** Parkland authorizes the City to install 5 kiosk machines in in the areas depicted in the attached **Exhibit A**. These kiosks will primarily be used to sell tickets for events at the Mercy Health Arena ("Arena"). Parkland also authorizes the City (and sports organizations authorized by the City) to use the area depicted in Exhibit A during events at the Arena as a check-in counter/box office and as a point of entry to the Arena; provided, the event is communicated in advance to Parkland. In the event the City's (or the sport organization's) event at the Arena and Parkland's event at the Convention Center conflict, the Parties will work together to ensure no interruption to each other's event. The City shall indemnify and hold Parkland harmless against any and all claims relating to the use of the Convention Center by the public to access the Arena.

2. **Operating Revenue.** The definition of Operating Revenue is amended to provide that unless agreed otherwise, the City (or sports organizations authorized by the City) may retain the box office revenue and ticket sale income for events in the Mercy Health Arena, even if the actual sale is consummated at a kiosk or check-in counter/box office within the Convention Center.

3. **Operating Expenses.** The definition of Operating Expenses is amended to provide that: (i) the City shall reimburse Parkland on an annual basis for ten percent (10%) of the utility cost of the Convention Center; (ii) the City shall reimburse Parkland on an annual basis for the cost of running the Convention Center exterior snowmelt system for events at the Arena; and (iii)

as needed due to use of the W Western Convention Center entry by the general public and patrons visiting the Arena, or upon conclusion of events at the Arena, the City shall pay to clean and return the entry and areas used by the City (or sports organizations authorized by the City) to a safe and clean condition. Parkland shall submit proof of expenses under this paragraph to the City on an annual basis, and the City shall reimburse Parkland within thirty (30) days of receipt of such proof.

4. **Naming Sponsorship.** Beginning May 1, 2021, and continuing during the term of the Naming Agreement, the City shall pay Parkland the sum of \$2,000 per month to reimburse Parkland for costs associated with the Naming Agreement. Such amount shall be paid on a monthly basis and will be pro-rated in any partial month of the sponsorship. Prior to the opening of the Convention Center, the City shall also construct an alternative coat room of similar size in the Convention Center, so that the original coat room may be licensed to VanDyk Mortgage Corporation under the terms of the License Agreement. The City and Parkland shall have the right to sell additional naming sponsorships within the convention center to offset these costs.

5. **Assignment.** Parkland may assign some or all of its obligations under this Agreement and the Management Agreement to Muskegon Convention Center, LLC, a company affiliated with Parkland.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and, except as provided herein, there are no agreements between them, written or oral, relating to the subject matter hereof, other than as set forth in this Agreement. All references to the "City" herein shall run with the land and apply to any future owner of the Arena other than the City.

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

CITY OF MUSKEGON

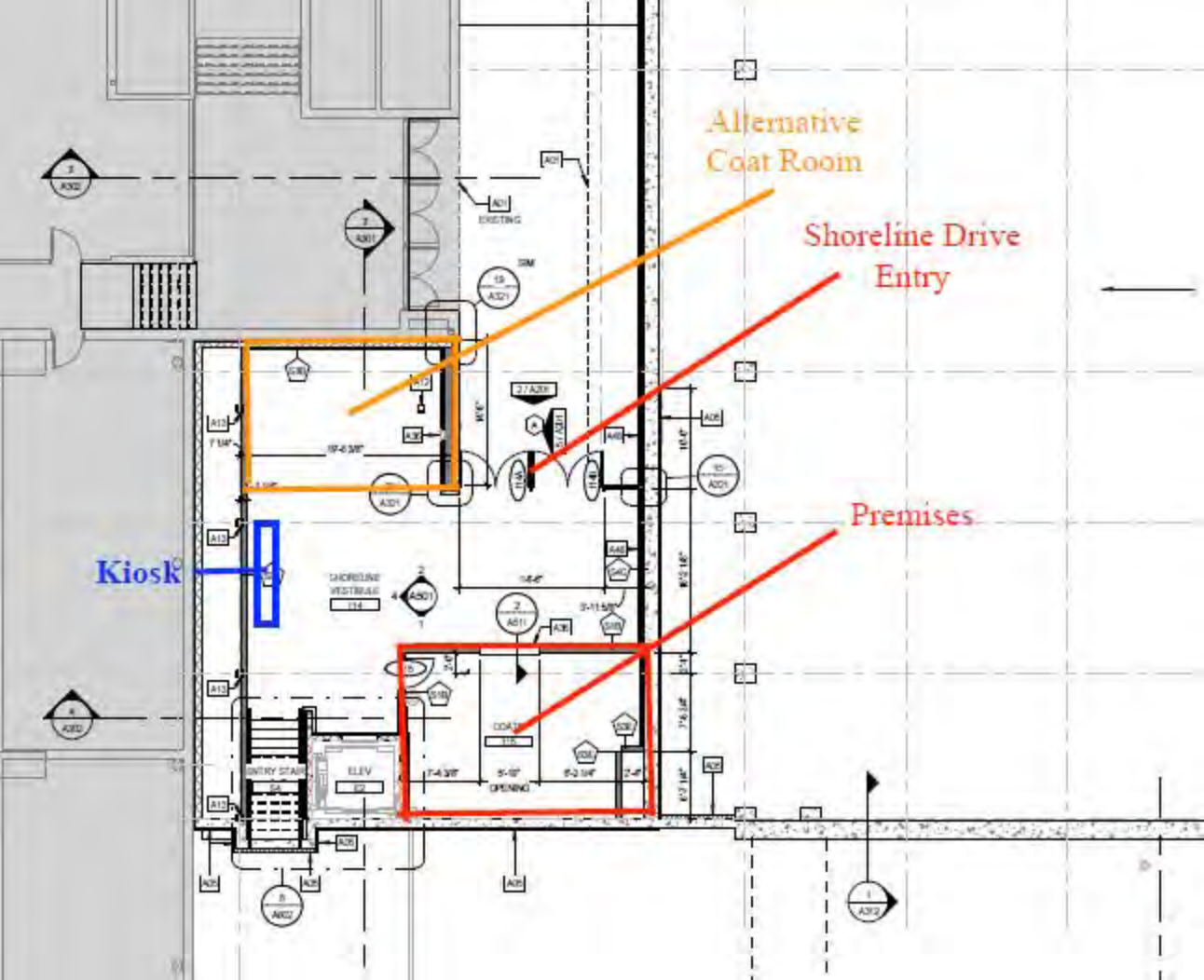
By: _____

Its: _____

PARKLAND ACQUISITIONS TWO, LLC

By: _____

Its: _____



Mercy Health Arena

Kiosk

Western Avenue Entry

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 12/8/2020	Title: Jackson Hill, McLaughlin & Angell Rezoning's
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff-initiated request to rezone all single-family (R-1, R-2, R-3) and duplex (RT) parcels in the McLaughlin, Angell and Jackson Hill neighborhoods to Form Based Code, Urban Residential (FBC-UR).	
Detailed Summary: The Planning Commission voted 8-1 to recommend approval to the City Commission. The City Commission asked staff to mail notices to all properties affected by the case. Staff mailed out more than 4,000 notices.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to rezone all single-family (R-1, R-2, R-3) and duplex (RT) parcels in the McLaughlin, Angell and Jackson Hill neighborhoods to Form Based Code, Urban Residential (FBC-UR).	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

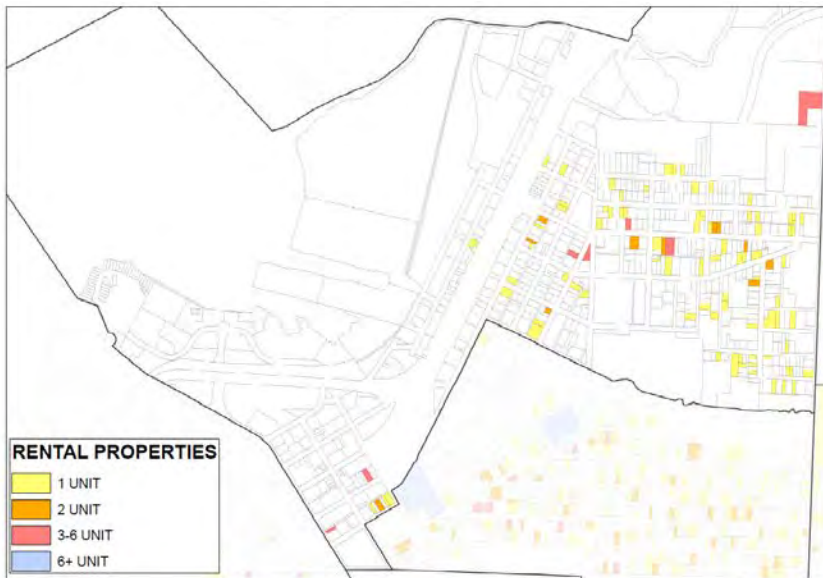
PLANNING COMMISSION STAFF REPORT EXCERPT - SEPTEMBER 10, 2020

Hearing, Case 2020-15: Staff-initiated request to rezone all single-family (R-1, R-2, R-3) and duplex (RT) parcels in the McLaughlin, Angell and Jackson Hill neighborhoods to Form Based Code, Urban Residential (FBC-UR).

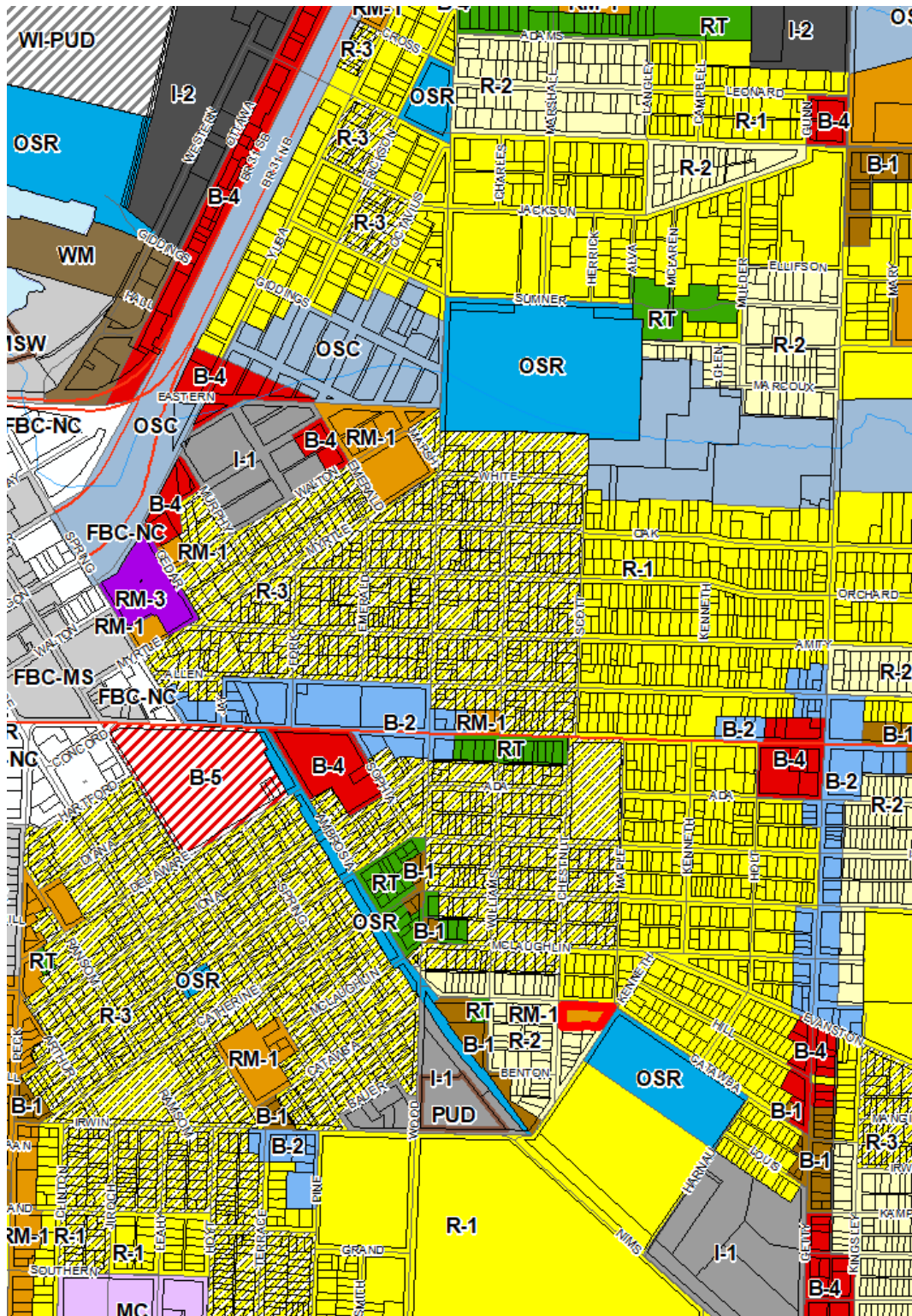
The zoning in McLaughlin, Angell and Jackson Hill doesn't match reality.

- Neighborhoods consist of single-family, duplex and small multiplex (3-4 units) homes.
- The zoning says only single-family homes are allowed.
- This makes all homes other than single-family homes “non-conforming.”
- “Non- conforming” properties are susceptible to disinvestment.
 - Financing Issues
 - Insurance Issues
 - Rebuilding Issues
 - Unusable Space
- The proper zoning designation will promote reinvestment within the neighborhood.
- City staff is proposing to rezone the neighborhood to allow the types of homes that already exist here, but are considered non-conforming.
- New duplexes/small multiplexes will be built on the appropriate lots and reduce many of the problems associated with existing multi-family homes.
- Alleys reduce privacy/noise issues associated with multi-family homes. We should only allow small-multiplexes where alleys are present.
- **More housing options = more affordable housing**

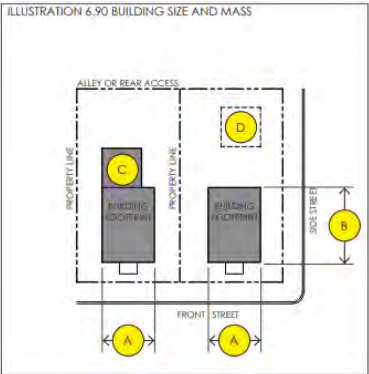
We know from the rental maps that these neighborhoods are already made up of missing middle housing types.



So why is the zoning map mostly yellow (single-family) in these neighborhoods?



Form Based Code only allows duplexes/small multiplexes on appropriate lot sizes. Note required lot widths.



SMALL MULTI-PLEX BUILDING TYPE	with STOOP	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
ROWHOUSE BUILDING TYPE	with LIGHTWELL			
	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
DUPLEX BUILDING TYPE	with STOOP	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
DETACHED HOUSE BUILDING TYPE	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
CARRIAGE HOUSE BUILDING TYPE		By Right	2 story building required	Not Applicable - Carriage House Building Type must be used as an accessory building to another building type (refer to Section 2004)
CIVIC BUILDING TYPE		By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.

So you end up with this



Not this



Proper Zoning

4 unit home (left) on an appropriately sized lot with alley access next to vacant lot and a single-family home (right)



Improper Zoning

3-unit home (below left) on a lot that is too small and without alley access, parking in the yard. And multi-family homes (below right) with no alley access, using a vacant lot for parking/storage.



Proper Zoning

4-unit homes in McLaughlin on appropriately sized lots with alleys. ADU in the back of parcel on the left.



Improper Zoning

3 unit on small parcel without alley, make-shift parking lot on vacant lot adjacent



Improper Zoning

Former duplex on Isabella. Non-conforming. Sitting vacant. A potential buyer wants to invest, but only if it makes sense. Not economically feasible to turn back to single-family. Potential ADU in back.



FBC, UR zoning would allow the following home types:

- Detached
- Rowhouse
- Duplex
- Small Multi-plex
- Live/Work
- Carriage House (Accessory Dwelling Unit)

MINIMUM	MINIMUM	MINIMUM	MINIMUM	MINIMUM
LIVE / WORK BUILDING TYPE	with STOREFRONT			
	with DOORYARD	Conditional*	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with LIGHTWELL			
	with STOOP	Conditional*	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
LARGE MULTI-PLEX BUILDING TYPE	with FORECOURT			
	with DOORYARD			
	with STOOP			
	with PROJECTING PORCH			
SMALL MULTI-PLEX BUILDING TYPE	with STOOP	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with LIGHTWELL			
ROWHOUSE BUILDING TYPE	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
DUPLEX BUILDING TYPE	with STOOP	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
DETACHED HOUSE BUILDING TYPE	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
CARRIAGE HOUSE BUILDING TYPE	By Right	2 story building required	Not Applicable - Carriage House Building Type must be used as an accessory building to another building type (refer to Section 2006)	
CIVIC BUILDING TYPE	By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.	

Shaded areas represent Building Types and / or frontages that are not permitted in specified Context Area.

* Refer to the Building Type with specific frontage option in Section 2006 for buildings and frontages labeled as Conditional.

Staff Proposes to Amend the Form Based Code Slightly

SE SMALL MULTI-PLEX BUILDING TYPE B	with PROJECTING PORCH			
	with STOOP	4 unit max. By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	4 unit max. By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	4 unit max. By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
SE SMALL MULTI-PLEX BUILDING TYPE C	with LIGHTWELL			

- In February, the Commission amended the FBC to state that small multi-plexes could only be “**4 unit max,** by right.”
- Staff recommends also adding “only when a useable alley is present.”

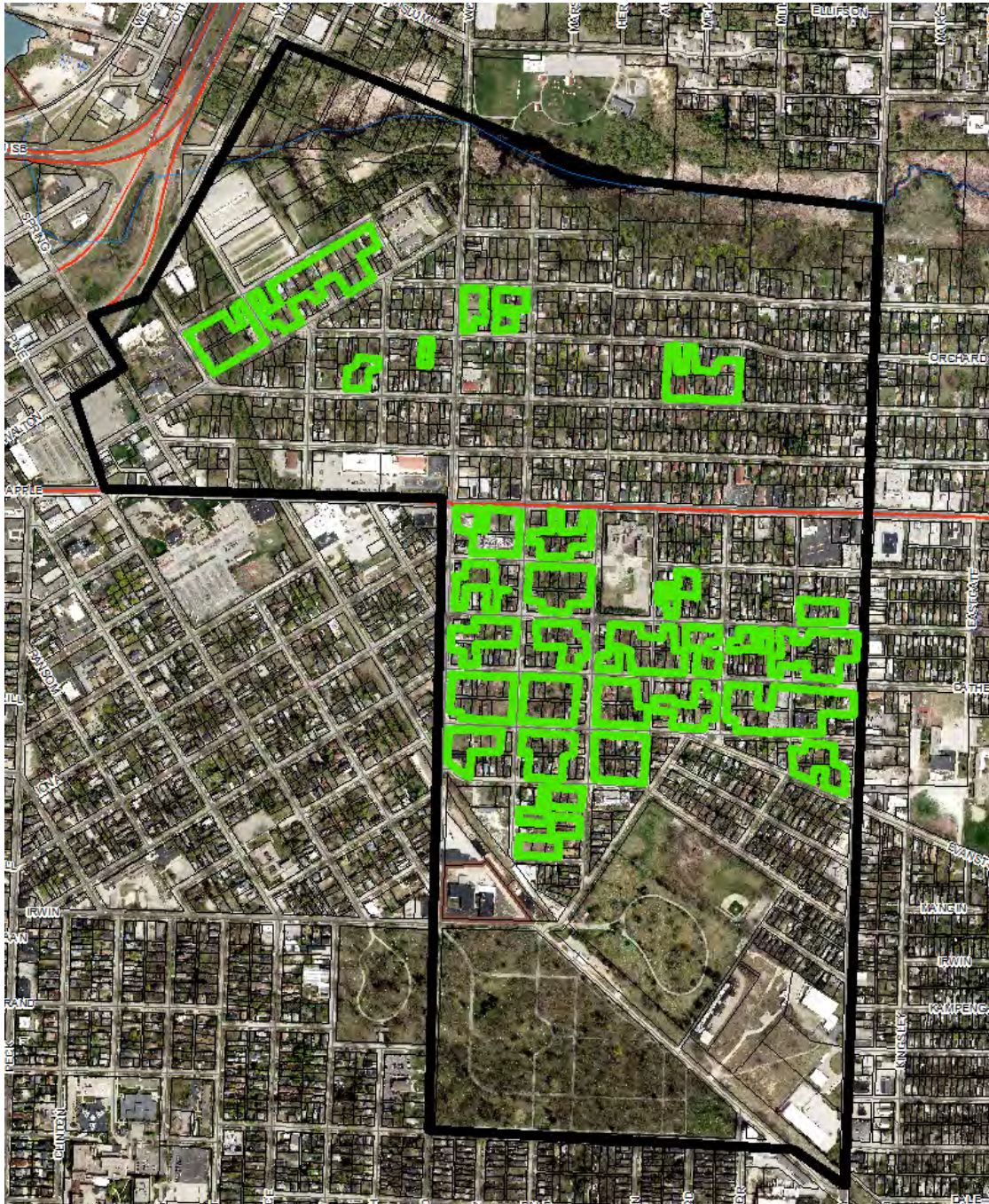
This will require all small-multiplexes to be placed on appropriately sized lots with alley access, which will cut down on privacy/noise/blight issues that are perceived to be associated with multi-family homes. It will also greatly limit the amount of small multi-plexes allowed on existing lots, ensuring a nice mixture of housing types.

McLaughlin Lots Eligible for Small-Multiplex Homes Under Proposal



An aerial photograph of a residential neighborhood. A large body of water is visible on the left side. A road with a red double line runs diagonally from the top left towards the bottom center. Several residential lots are outlined in green, indicating specific areas of interest. These include a large lot on the left, a cluster of smaller lots in the center, and a rectangular lot on the right. A black line runs diagonally across the bottom left corner. The area is densely populated with trees and houses.

Angell Lots Eligible for Small-Multiplex Homes Under Proposal



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for several properties in the Jackson Hill, McLaughlin and Angell Neighborhoods to Form Based Code, Urban Residential.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for several properties in the Jackson Hill, McLaughlin and Angell Neighborhoods to Form Based Code, Urban Residential.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC
City Clerk

CERTIFICATE

(Rezoning for several properties in the Jackson Hill, McLaughlin and Angell Neighborhoods to FBC, UR)

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 10th day of December 2020, 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: _____, 2020 _____

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 December 10, 2020, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for several properties in the Jackson Hill, McLaughlin and Angell Neighborhoods to FBC, UR.

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 _____, 2020

CITY OF MUSKEGON

By _____

Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 8, 2020	Title: CAPER 2019
Submitted By: Oneata Bailey	Department: Community & Neighborhood Services
Brief Summary: Request to conduct a Public Hearing of the Community & Neighborhood Services department Consolidated Annual Performance Evaluation Report (CAPER 2019)	
Detailed Summary: To conduct a public hearing of the 2019 CAPER of HUD funded programs through CDBG and HOME for the City of Muskegon, Community and Neighborhood Services department.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To submit the 2019 CAPER including any public comments received during the 20 day comment period ending December 22, 2020.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The city of Muskegon's programs were not interrupted because of COVID-19. The projects funded had great success and many households were served.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Acquisition Development Resale	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	10	0	0.00%			
Code Enforcement - Inspections	Non-Housing Community Development Housing Rehab	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	275	0	0.00%			
Code Enforcement - Neighborhood Clean-Up	Non-Housing Community Development	CDBG: \$	Other	Other	10	0	0.00%			

Code Enforcement - Smoke and CO Detectors	Code Enforcement, Neighborhood Safety, Public Service	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	0	0.00%			
Demolition	Non-Housing Community Development Blight Fight	CDBG: \$	Buildings Demolished	Buildings	35	0	0.00%	5	0	0.00%
Demolition	Non-Housing Community Development Blight Fight	CDBG: \$	Other	Other	0	0		15	0	0.00%
Exterior Paint/Siding Housing	Neighborhood Stabilization, Enhancement, Code Enforcement, Preserving of Existing Housing Stock	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	55	5	9.09%			
Exterior Paint/Siding Housing	Neighborhood Stabilization, Enhancement, Code Enforcement, Preserving of Existing Housing Stock	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		4	5	125.00%

Exterior Paint/Siding Housing	Neighborhood Stabilization, Enhancement, Code Enforcement, Preserving of Existing Housing Stock	CDBG: \$	Jobs created/retained	Jobs	5	0	0.00%			
Fair Housing	Non-Housing Community Development Fair Housing Activities	CDBG: \$	Other	Other	25	0	0.00%			
Home Repairs	Home Repairs	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	500	0	0.00%	24	34	141.67%
Homebuyer Assistance/Education	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	15	0	0.00%			
Housing	Affordable Housing	HOME: \$	Homeowner Housing Added	Household Housing Unit	5	0	0.00%	3	2	66.67%
Housing	Affordable Housing	HOME: \$	Jobs created/retained	Jobs	5	0	0.00%			
Improved Neighborhoods	Non-Housing Community Development Economic Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		5	0	0.00%

Improved Neighborhoods	Non-Housing Community Development Economic Development	CDBG: \$	Jobs created/retained	Jobs	5	0	0.00%			
Improved Neighborhoods	Non-Housing Community Development Economic Development	CDBG: \$	Other	Other	3	0	0.00%			
Legal Services	Education, Outreach, Public Service	CDBG: \$	Other	Other	10	0	0.00%			
Match Funding	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	0	0		5	0	0.00%
Match Funding	Non-Housing Community Development	CDBG: \$	Other	Other	10	0	0.00%			
Neighborhood Policing	Non-Housing Community Development	CDBG: \$	Other	Other	25	0	0.00%			
Owner Occupied Rehabilitation	Home Repairs	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	350	0	0.00%			
Public Facilities Improvement	Non-Housing Community Development	CDBG: \$	Other	Other	3	0	0.00%	500	0	0.00%

Public Service Opportunities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		200	250	125.00%
Public Service Opportunities	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	0	0.00%			
Public Service Opportunities	Non-Housing Community Development	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	10	0	0.00%			
Rental Rehabilitation Program	Affordable Housing	CDBG: \$ / HOME: \$20000	Rental units rehabilitated	Household Housing Unit	15	0	0.00%	4	0	0.00%
Senior Assistance	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	375	0	0.00%			
Streets	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	0	0.00%			
Youth Opportunities	Non-Housing Community Development Youth Experiences	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	0	0.00%	200	25	12.50%

Youth Opportunities	Non-Housing Community Development Youth Experiences	CDBG: \$	Jobs created/retained	Jobs	4	0	0.00%	5	0	0.00%
---------------------	---	-------------	-----------------------	------	---	---	-------	---	---	-------

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Our CDBG programs addressed priorities of safe housing, youth development and public facilities and services. The plan for the 5 years of accomplishments is in it's 4th year so collectively we will add to our table the actuals to date. Some of our programs are no longer- Code Enforcement and Demolitions. Other programming is offered periodically - streets and sidewalks, however some other programs are under-utilized like our rental rehabilitation program.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	16	1
Black or African American	22	1
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	38	2
Hispanic	0	0
Not Hispanic	0	68

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The families assisted show that Black/African American households outnumber the other races. This is a first that minority families received assistance with housing repairs and it is a split percentage for those that were able to purchase an affordable housing unit. Our stats prove that the programs are working and the funds are being used to help those in need.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	973,451	676,858
HOME	public - federal	334,818	18,168

Table 3 - Resources Made Available

Narrative

Some of the projects set up for 2019 were not completed and other funds were not allocated in HOME for affordable housing units.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Muskegon	100	100	City Limits
Muskegon Heights			
Norton Shores			

Table 4 – Identify the geographic distribution and location of investments

Narrative

Our programs are designed to assist low-income residents and provide avenues for assistance to creating a variety of public facilities and services, youth recreation and economic development. As a participating jurisdiction, the city has committed funds for affordable housing units but very little movement has been achieved due to COVID-19. We are expecting to rebound within the coming months to meet our goals.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

We are pleased to mention that we are using our DTE Program to offset the costs of certain housing repairs- furnaces, water heaters and some electric and plumbing costs associated with these types of mechanical replacements and repairs. This allows us to use our CDBG funds on the most used repair/replacement- roofs. The ability to stretch our funds is accomplished through our local millage program that offers seniors an opportunity to garner a multitude of housing issues minor and major to allow for another avenue to cover high costs.

These have all been private properties in our community that could become blighted and abandoned without this assistance. The needs of our population given the current pandemic have been met through leveraging funds from other sources. It has been a great resource to assist more than would be possible with our current funding.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
496,271	343,421	461,471	0	378,221

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	261,360	0	0	0	0	261,360
Number	3	0	0	0	0	3
Sub-Contracts						
Number	3	0	0	0	0	3
Dollar Amount	78,425	0	0	0	0	78,425
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	261,360	0	261,360			
Number	3	0	3			
Sub-Contracts						
Number	3	0	3			
Dollar Amount	78,425	0	78,425			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	8	2
Number of Special-Needs households to be provided affordable housing units	0	0
Total	8	2

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	4	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	2
Number of households supported through Acquisition of Existing Units	1	0
Total	8	2

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The goals were minimal that will benefit through Affordable housing units. We were able to sell 2 properties through HOME programs.

Discuss how these outcomes will impact future annual action plans.

Through the use of CDBG funds and HOME funds the support to homeowners far outweighed the

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	18	0
Low-income	11	0
Moderate-income	9	2
Total	38	2

Table 13 – Number of Households Served

Narrative Information

We assisted 35 citizens with roofs, foundations, electric, plumbing, mechanical and facade replacements that were threatening the safety of their homes. The benefit to offering these programs helps to sustain households and support families that need specific, priority housing repairs/replacements.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The city has made great progress as a board member of the Continuum of Care (CoC) to help reduce homelessness in our community. Regionally, the cities of Muskegon Heights and Norton Shores are represented as well, and our focus is to meet objectives set by the CoC board to reach this critical population.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Continuum of Care board has the shelter agency present and informative of the needs of homeless persons. The Muskegon Area Mission supports females and males who are single or households that need shelter.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The CoC is an organization in pursuit of helping homeless persons find affordable housing in our community. The City has participated in a board capacity to structure and facilitate housing opportunities that prevent housed homeless families from experiencing another homeless scenario.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Muskegon Housing Commission has representation of city staff on the Board to assist with the needs of those that in public housing. As a benefit to the Housing Commission, the city manager appoints board members as necessary. The needs of public housing and other programming is in consideration of the city of Muskegon's interest to address potential needs.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Public housing residents are known to be at a fixed-income status and because of this their likelihood to become a homeowner is rare. However, the opportunity to use homeownership has not been given in the past 10 years. Other strategies to encourage management were to include residents in decision making and changes to the public housing facility. A resident board is again, active and working with PHA staff to oversee the tenants issues and concerns.

Actions taken to provide assistance to troubled PHAs

Our local Muskegon Housing Commission (PHA) does not have a troubled status.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Negative effects of policies that can be a barrier to housing is a planning department direction to address old zoning ordinances. The approach taken to complete an updated view of housing choice for our community and developers was achieved through rezoning of parcels in our eligible census tracts and our city is a redevelopment ready community.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The underserved needs of our community required the location of resources. Our office has been able to remove the obstacle of financing programs through the access of other grants.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

We have a state funded program for Lead Based Paint hazards but mostly, every affordable housing unit produced is cleared of Lead-based paint hazards through abatement and remediate.

Our HOME funded units through Rental Rehab or Homeowner programs address lead as a required feature of renovations. Our programs include this action up front before rehabilitation can take place, and the properties are cleared to ensure safety of future residents.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

How can we use these funds to offer jobs and other developments that improve the income of our populations? We offer grants to local businesses to stay open but importantly more than that- to hire more workers. Another option is to allow business options to increase their labor force through tax abatement. If we can provide an avenue for new job development, the city is looking for ways to make it happen.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Institutional structure is developed through trial and success of building a strong community. Our neighborhoods are ways to improve strong living environments one household at a time. Through our Priority Housing Repair program, we go to the homes of citizens requesting help to stabilize their living environment. Doing this annually develops the institution of a good place to live and it structures our city to be appealing to others who choose to live here, play here and work here.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Our social service agencies in our community have always been a partner to address the needs of our income challenged families. We work with the Department of Health and Human Services, Community Foundation and we receive referrals from many organizations that focus on housing, health and public need.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Our response to overcoming impediments identified of our jurisdiction occurred by contracting with the Fair Housing Center of West Michigan who review the HMDA reporting of the past years to show how our Banks are helping families. We saw the stats, we meet with local banks and lenders, and we shared how we can do better in a fair and impartial manner to overcome prejudice and discrimination. Using the FHCWM to help us survey our community residents, educate our local banks, realtors, rental owners, and ourselves to overcome hidden or visual disparities in our jurisdiction.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Homelessness is an ongoing issue that is being addressed by our Continuum of Care board for which the city of Muskegon has a seat. The partnership with other local agencies is crucial to set goals and objectives that monitor the activities of outreach to assist minorities, low-income and no income households. Working together to review standards set forth to improve the availability of housing and evaluate the progress.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

As we update the Citizen Participation Plan to include additional ways to notify the public through virtual arenas- Facebook, Website, Instagram, and postings. Reasonable notice gives a 10 day heads up for hearings and for 15, 20 and 30 day comment periods. It has been a big effort from our Information Technology department and the Clerk's office to assist us in this effort.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No experiences occurred that would cause our city to alter objectives and goals or programs. Even with the pandemic during the last 3 months of the year, our staff was able to continue providing services to families in need.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Monitoring HOME assisted rentals happen every 3 years and the next cycle will be 2021. The monitoring process reviews occupants, rents, and code compliance of the property standards. During the monitoring process, you may know

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The city provides opportunity for

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

HOME funds/Program Income provided in 2 different projects -Rental Rehab and Homebuyer Assistance

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

Our designed programs utilizing HOME funds are to produce affordable housing units in our city.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 12-8-2020	Title: Infill Housing Project (2 nd Amendment) Brownfield Plan Amendment public hearing
Submitted By: Pete Wills	Department: Economic Development
Brief Summary: To hold a public hearing and approve the resolution to adopt the city's Infill Housing Project (2nd Amendment) to the Scattered Site Brownfield Plan. The BRA approved the Plan amendment on 11/24 and recommended approval by the City Commission.	
Detailed Summary: The 2nd Amendment adds (12) additional parcels into the Scattered Site Brownfield Plan. On July 28 th , the City Commission approved the 1 st Amendment. The redevelopment of <u>119 total parcels</u> are primarily located in the Nelson, Jackson Hill and Angell neighborhoods, respectively. Some lots will be split, creating up to 253 subject parcels. This updated plan incorporates three types of redevelopment projects; infill housing on vacant City lots (up to 238 units), the rehab of existing homes (11 detached houses), and two separate mixed-use developments (former Catholic Charities parcels and 880 First St, LLC projects). Activities include the redevelopment and rehabilitation of subject parcels and construction of new commercial and residential units. The City is currently marketing these properties with the anticipation that private developers will acquire the sites and submit plans for productive redevelopment. Developer's Reimbursement Costs: Infill Housing - \$5,837,000; Mixed-use projects - \$1,000,000; Total reimbursement costs - \$6,837,000. Estimated Total Capital Investment: Infill Housing - \$48,600,000; Home rehab - \$500,000; Mixed Use developments: \$26,000,000; Total Estimated Capital Investment - \$75,100,000 Plan Amendment eligible activities: \$4,840,000 cost of sale/seller concessions; \$1,200,000 demolition and abatement; \$777,000 public infrastructure; \$20,000 Brownfield Plan Preparation and Development; \$1,025,550 contingency fees (15%); \$7,862,550 - total eligible activities to be paid under this Plan. End of 2023 for estimated completion date of the Project homes. After all eligible costs incurred by the various parties are reimbursed, the BRA is authorized to continue to capture local taxes for five more years for deposit into a Local Site Remediation Revolving Fund. The additional eligible properties include: 880 First Street (880 First St LLC development) / 216 W. Clay (880 First St LLC development) / 208 W. Clay (880 First St LLC development) / 1095 Third Street (former Catholic Charities property) / 301 W. Muskegon Ave (former Catholic Charities parking lot) / 589 McLaughlin (Big Red Developer) / 559 McLaughlin (Big Red Developer) / 441 Isabella (Big Red Developer) / 438 Isabella (Big Red Developer) / 591 Catherine (Big Red Developer) / 185 E. Muskegon Ave (former Farmers Market properties) / 209 E. Walton Ave (former Farmers Market properties)	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To close the public hearing and approve the resolution of the Brownfield Plan Amendment for the city's Infill Housing Project (2nd Amendment).	

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

**City of Muskegon
Brownfield Redevelopment Authority
County of Muskegon, State of Michigan**

RESOLUTION APPROVING REVISED BROWNFIELD PLAN AMENDMENT

City of Muskegon Infill Housing Project

Minutes of a regular meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, held on the 24th day of November 2020, at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members Johnson, Kleaveland, Bottomley, Moore, Riegler, Sytsema, Kalisz, Hastings, Pollock, DePung, Black

ABSENT: Members Peterson, Wallace

The following preamble and resolution were offered by Member Kleaveland and supported by Member Johnson:

WHEREAS, a Brownfield Plan has been adopted pursuant to Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), a copy of which is on file with the Secretary of the City of Muskegon Brownfield Redevelopment Authority (the "Authority"); and

WHEREAS, the Authority is authorized to approve amendments to the Brownfield Plan and recommends the Amendment to add eligible properties within the City of Muskegon Infill Housing Project for approval to the City of Muskegon, County of Muskegon, State of Michigan (the "City").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of Brownfield Plan. The Board hereby adopts and approves the Brownfield Plan Amendment for the City of Muskegon Infill Housing Project (2nd Amendment), and recommends the approval of the Brownfield Plan Amendments by the Muskegon City Commission.

2. Public Hearing. The Board hereby requests city personnel to provide a notice of Public Hearing on the proposed Brownfield Plan Amendments, and further requests that such hearing notice be provided to all taxing jurisdictions. Notice of the time and place of the hearing shall be given pursuant to Act 267, Public Acts of Michigan, 1976, as amended ("Open Meetings Act").
3. Deliver Resolution and Brownfield Plan to City. The Chair of the Authority is directed to deliver a certified copy of this resolution and the Brownfield Plan Amendments to the City Clerk.
4. Disclaimer. By adoption of this resolution and approval of the Brownfield Plan Amendments, the Authority assumes no obligation or liability to the owner, developer or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this resolution and Brownfield Plan Amendments.
5. Work Plan Transmittal. The Chair of the Authority shall be authorized to transmit to the Michigan Strategic Fund, the Michigan Economic Development Corporation and/or the Michigan Department of Environmental Quality, on behalf of the Authority, a final Act 381 Work Plan that has been reviewed and approved by the Authority.
6. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES: Johnson, Kleaveland, Bottomley, Moore, Riegler, Sytsema, Kalisz, Hastings, Pollock, DePung, Black

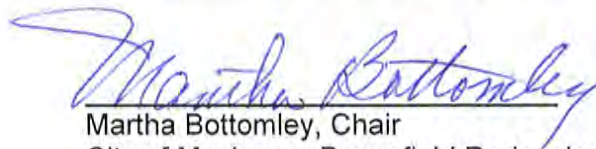
NAYS: None

RESOLUTION DECLARED ADOPTED.



Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a regular meeting held on November 24th, 2020, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

**CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT
AUTHORITY**

BROWNFIELD PLAN AMENDMENT

INFILL HOUSING PROJECT (2nd Amendment)

November 24, 2020

**Prepared For The City of Muskegon Brownfield
Redevelopment Authority**

Prepared By City of Muskegon Staff

PROJECT NAME

Infill Housing Project

DEVELOPER

City of Muskegon, a qualified unit of local government, as defined by Public Act 381 of 1996, as amended

ELIGIBLE PROPERTY LOCATION

There are 119 Eligible Properties for this project, most of which are not adjacent to one another. Please refer to the "Eligible Property Information Chart" and the "Eligible Property Map (Attachment A)" on the following pages.

TYPE OF ELIGIBLE PROPERTY

Blighted

SUBJECT PROJECT DESCRIPTION

The project will focus on the redevelopment of 119 parcels, most of them located in the Nelson and Jackson Hill Neighborhoods. Some of these lots will be split, creating up to 253 subject parcels. The plan incorporates three types of redevelopment projects; infill housing on vacant City lots (up to 247 units), the rehab of existing homes (11 detached houses), and two separate mixed-use developments (former Catholic charity parcels and 880 First St, LLC projects).

The residential infill units will consist mostly of detached houses and rowhomes, with some duplexes and small multiplexes mixed in as the market dictates. The infill housing project includes the redevelopment of the former Farmers Market (infrastructure costs) and the demolition of the former Froebel School (demo and abatement costs) in order to redevelop the property with a variety residential units.

ELIGIBLE ACTIVITIES

Cost of Sale, Demo & Abatement, Public Infrastructure, Preparation of Brownfield Plan

DEVELOPER'S REIMBURSABLE COSTS

Infill Housing - \$5,837,000

Mixed-use projects - \$1,000,000

Total reimbursable costs - \$6,837,000

MAXIMUM DURATION OF CAPTURE

30 years

ESTIMATED TOTAL CAPITAL INVESTMENT

Infill Housing - \$48,600,000

Home Rehab - \$500,000

Mixed Use developments - \$26,000,000

Total Estimated Capital Investment - \$75,100,000

INITIAL TAXABLE VALUE

\$0 (City & County Owned)

1. Introduction

The City of Muskegon, Michigan (the “City”), established the Muskegon Brownfield Redevelopment Authority (the “Authority”) on July 4, 1997, pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities.

The main purpose of this Brownfield Plan is to promote the redevelopment of and investment in certain “Brownfield” properties within the City. Inclusion of the subject properties within this Plan will facilitate the development of infill housing at eligible properties. By facilitating redevelopment of underutilized properties, the Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

This Plan is intended to be a living document, which can be amended as necessary to achieve the purposes of Act 381. It is specifically anticipated that properties will be continually added to the Plan as new projects are identified. The Plan contains general provisions applicable to the Plan, as well as property-specific information for each project. The applicable Sections of Act 381 are noted throughout the Plan for reference purposes.

This Brownfield Plan contains the information required by Section 13(1) of Act 381, as amended. Additional information is available from the Muskegon City Manager or the Planning Director.

The Infill Housing Project was originally added to this Plan on April 14, 2019. It was amended for the 1st time on July 14, 2019. This amendment seeks to modify certain aspects of the plan; most notably the addition of parcels associated with the Big Red Developer and the mixed-use projects.

2. General Provisions

A. Costs of the Brownfield Plan (Section 13(1)(a))

Any site-specific costs of implementing this Plan are described in the site-specific section of the Plan. Site-specific sources of funding may include tax increment financing revenue generated from new development on eligible brownfield properties, state and federal grant or loan funds, and/or private parties. Where private parties finance the costs of eligible activities under the Plan, tax increment revenues may be used to reimburse the private parties. The initial costs related to preparation of the Brownfield Plan were funded by the City’s general fund. Subsequent amendments to the Plan may be funded by the person requesting inclusion of a project in the Plan, and if eligible, may be reimbursed through tax increment financing.

The Authority intends to pay for administrative costs and all of the things necessary or convenient to achieve the objectives and purposes of the Authority with fees charged to applicants to be included in the Plan, and any eligible tax increment revenues collected pursuant to the Plan, in accordance with the provisions of Act 381, including, but not limited to:

- i) the cost of financial tracking and auditing the funds of the Authority,
- ii) costs for amending and/or updating this Plan, and
- iii) costs for Plan implementation

Tax increment revenues that may be generated and captured by this Plan are identified in the site-specific sections of this Plan.

B. Method for Financing Costs of Plan (Section 13(1)(d) and (e))

The City or Brownfield Authority may incur some debt on a site-specific basis. Please refer to the site-specific section of this Plan for details on any debt to be incurred by the City or Authority. When a property proposed for inclusion in the Plan is in an area where tax increment financing is a viable option, the Authority intends to enter into Development Agreements with the property owners/developers of properties included in the Plan to reimburse them for the costs of eligible activities undertaken pursuant to this Plan. Financing arrangements will be specified in a Development and Reimbursement Agreement, and also identified in the Site Specific section of the Plan.

C. Duration of the Brownfield Plan (Section 13(1)(f))

The duration of this Plan is not to exceed 30 years. It is estimated that all of the homes associated with the Project will be completed by 2023. Since the “cost of sale” will vary for each home, as will construction costs, it is impossible to know exactly how long it will take to completely recapture eligible costs through tax increment revenues, although it is anticipated that it will be well within the 30 year time frame. In addition, once all activity costs are reimbursed, funds may be captured for the local site remediation revolving fund, if available. The duration of capture for the Project already began in 2020 and will continue until such time that all the eligible activities undertaken in this Plan are reimbursed, but in no event will the Plan exceed the maximum duration provided for in (MCLA 125.2663(1)(22)). The total costs of eligible activities include the cost of principal and interest on any note or obligation issued by the Authority to pay for the costs of eligible activities, the cost of principal and interest otherwise incurred to pay for eligible activities, the reasonable costs of a work plan or remedial action plan and the costs of preparation of Brownfield Plans and amendments.

D. Displacement/Relocation of Individuals on Eligible Properties (Section 13(1)(i),(j)(k)(l))

Eligible properties identified in this Plan will not require the displacement/relocation of existing residences, therefore the provisions of *Section 13(1)(i-l)* are not applicable at this time.

E. Local Site Remediation Revolving Fund (Section 8; Section 13(1)(m))

Whenever this Plan includes a property for which taxes will be captured through the tax increment financing authority provided by Act 381, it is the Authority's intent to establish and fund a Local Site Remediation Revolving Fund ("Fund"). The Fund will consist of tax increment revenues that exceed the costs of eligible activities incurred on an eligible property, as specified in Section 13(5) of Act 381. Section 13(5) authorizes the capture of tax increment revenue from an eligible property for up to 5 years after the time that capture is required for the purposes of paying the costs of eligible activities identified in the Plan. It is the intention of the Authority to continue to capture tax increment revenues for 5 years after eligible activities are funded from those properties identified for tax capture in the Plan, provided that the time frame allowed by Act 381 for tax capture is sufficient to

accommodate capture to capitalize a Fund. The amount of school operating taxes captured for the Revolving Fund will be limited to the amount of school operating taxes captured for eligible environmental response activities under this Plan. It may also include funds appropriated or otherwise made available from public or private sources.

The Revolving Fund may be used to reimburse the Authority, the City, and private parties for the costs of eligible activities at eligible properties and other costs as permitted by Act 381. It may also be used for eligible activities on an eligible property for which there is no ability to capture tax increment revenues. The establishment of this Revolving Fund will provide additional flexibility to the Authority in facilitating redevelopment of brownfield properties by providing another source of financing for necessary eligible activities.

3. Site Specific Provisions

A. Eligibility and Project Description (Sec. 13(1)(h))

The eligible properties included in Infill Housing Project compromise approximately 41 acres of vacant land spread across 119 parcels in Muskegon, Michigan (See Attachment A). Some of these lots will be split, which will result in a total of 253 parcels.

Project Breakdown:

Parcels = 119

Parcels after splits = 253

New homes = 247

Rehabbed homes = 11

“Cost of sale” concessions = \$4,860,000

Public Infrastructure = \$777,000

Demo & abatement = \$1,200,000

Reimbursable Costs of Construction (before 15% contingency) = \$6,837,000

The chart below depicts a listing of eligible properties and the basis for their eligibility.

Eligible Property Information Chart

Address	Tax Identification Number	Basis of Brownfield Eligibility	Investment Cost	Reimbursable Cost	Approximate Acreage	Zoning
Dusendang Project (109 Homes)						
1246 5 th St	24-205-378-0006-00	Cost of Sale	\$200,000	\$20,000	0.07	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 N 46 FT LOT 6 BLK 378					
1252 5 th St	24-205-378-0006-10	Cost of Sale	\$200,000	\$20,000	0.07	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 NLY 44 FT OF SLY 86 FT LOT 6 BLK 378					
1245 5 th St	24-205-377-0001-00	Cost of Sale	\$200,000	\$20,000	0.12	FBC, UR

Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 EX SELY 79.5 FT TH'OF & E 1/2 OF LOT 2 EX SELY 79.5 FT TH'OF BLK 377					
1261 5 th St	24-205-377-0011-00	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/4 LOT 11 & N 1/2 OF N 1/2 LOT 12 BLK 377					
1342 6 th St	24-205-388-0006-20	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 SELY 44 FT OF SWLY 26 FT LOT 5 & SELY 44 FT OF LOT 6 BLK 388					
1349 6 th St (2 lots)	24-205-389-0012-00	Cost of Sale	\$200,000	\$40,000	0.19	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 12 BLK 389					
1352 6 th St (2 lots)	24-205-388-0007-00	Cost of Sale	\$400,000	\$40,000	0.2	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 388					
1411 6 th St	24-205-390-0011-20	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 11 BLK 390 EXC W 92 FT TH'OF					
1387 7 th St (2 lots)	24-205-375-0005-00	Cost of Sale	\$400,000	\$40,000	0.22	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 SELY 74 FT LOT 5 & N 30 FT LOT 8 BLK 375					
395 Houston Ave (2 lots)	24-205-369-0004-00	Cost of Sale	\$400,000	\$40,000	0.21	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 BLK 369					
275 Mason Ave (2 lots)	24-205-391-0003-00	Cost of Sale	\$400,000	\$40,000	0.18	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLK 391					
346 Mason Ave (2 lots)	24-205-389-0009-00	Cost of Sale	\$400,000	\$40,000	0.09	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 30 FT LOT 9 BLK 389					
352 Mason Ave	24-205-389-0008-00	Cost of Sale	\$200,000	\$20,000	0.2	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 8 BLK 389					
219 Merrill Ave	24-205-386-0012-00	Cost of Sale	\$200,000	\$20,000	0.12	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 12 BLK 386					
271 Merrill Ave (2 lots)	24-205-387-0005-00	Cost of Sale	\$400,000	\$40,000	0.19	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 5 BLK 387					
388 Merrill Ave (2 lots)	24-205-376-0007-20	Cost of Sale	\$400,000	\$40,000	0.2	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 ELY 66 FT OF WLY 132 FT LOT 7 EXC NLY 20 FT BLK 376					
235 Monroe Ave	24-205-379-0003-10	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 E 28 FT LOT 3 BLK 379					
239 Monroe Ave	24-205-379-0003-00	Cost of Sale	\$200,000	\$20,000	0.11	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 379 W 38 FT LOT 3					
240 Monroe Ave	24-205-367-0010-00	Cost of Sale	\$200,000	\$20,000	0.11	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 10 BLK 367					
250 Monroe Ave	24-205-367-0009-00	Cost of Sale	\$200,000	\$20,000	0.2	FBC, UR

Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 9 BLK 367					
254 Monroe Ave	24-205-367-0008-10	Cost of Sale	\$200,000	\$20,000	0.06	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 E 40 FT LOT 8 BLK 367					
398 Monroe Ave	24-205-370-0011-10	Cost of Sale	\$200,000	\$20,000	0.08	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 E 27 FT OF LOT 11 BLK 370					
1392 Park St	24-205-375-0003-20	Cost of Sale	\$200,000	\$20,000	0.07	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 PART LOTS 3-4 & 11 BLK 375 COM ON S LN LOT 11 40 FT E OF SW COR TH E 84 FT TH NLY 26 FT TH NWLY TO A PT 48.5 FT N OF S LN LOT 11 TH W 62.4 FT TH S 48.5 FT TO BEG					
382 W Muskegon Ave	24-205-336-0008-00	Cost of Sale	\$200,000	\$20,000	0.24	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 SLY 24.75 FT LOT 9 & NLY 55 FT LOT 8 BLK 336					
487 W Muskegon Ave	24-205-347-0004-00	Cost of Sale	\$200,000	\$20,000	0.19	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 E 27 FT OF LOT 11 BLK 370					
420 Washington Ave (2 lots)	24-205-375-0010-00	Cost of Sale	\$400,000	\$40,000	0.19	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 BLK 375					
459 Washington Ave (3 lots)	24-205-408-0002-00	Cost of Sale	\$600,000	\$60,000	0.46	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 & 3 BLK 408					
1782 5 th St (2 lots)	24-205-463-0004-00	Cost of Sale	\$400,000	\$40,000	0.31	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 LOT 4 AND N 22 FT LOT 5 BLK 463					
318 W Larch Ave (2 lots)	24-205-449-0010-00	Cost of Sale	\$400,000	\$40,000	0.27	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 E 18 FT LOT 9 & W 20 FT LOT 10 BLK 449					
324 W Larch Ave	24-205-449-0009-00	Cost of Sale	\$200,000	\$20,000	0.14	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 E 9 FT LOT 8 & W 29 FT LOT 9 BLK 449					
1686 7 th St (2 lots)	24-205-449-0001-00	Cost of Sale	\$400,000	\$40,000	0.31	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 & 2 BLK 449					
1660 7 th (2 lots)	24-205-440-0004-00	Cost of Sale	\$400,000	\$40,000	0.31	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 5-6 BLK 440					
408 W Dale Ave	24-205-439-0006-10	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 45 FT OF E 85 FT OF LOTS 6 & 7 BLK 439					
340 W Forest Ave	24-205-428-0007-00	Cost of Sale	\$200,000	\$20,000	0.15	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 428					
1639 5 th St	24-205-441-0003-00	Cost of Sale	\$200,000	\$20,000	0.17	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 EXC S 5.5 FT TH'OF INCLUDING S 8 FT LOT 2 EXC W 44 FT TH'OF BLK 441					
1605 Sanford St (2 lots)	24-205-425-0007-00	Cost of Sale	\$400,000	\$40,000	0.15	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 S 58 FT OF E 94 FT LOT 7 & S 10.4 FT OF E 94 FT LOT 8 BLK 425 (DESC CLARIFICATION 11/30/99)					
487 W Southern Ave (2 lots)	24-205-430-0004-00	Cost of Sale	\$400,000	\$40,000	0.26	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 W 1 1/2 FT LOT 3 & N 115 FT LOTS 4-5 BLK 430					
305 W Grand Ave	24-205-419-0019-00	Cost of Sale	\$200,000	\$20,000	0.17	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 19 BLK 419					

1535 6 th St	24-205-419-0013-00	Cost of Sale	\$200,000	\$20,000	0.16	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 13 BLK 419					
355 W Grand Ave	24-205-419-0001-00	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 46 FT LOTS 1 & 2 BLK 419					
337 W Grand Ave	24-205-419-0001-20	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 E 44 FT OF LOTS 1-2 BLK 419					
1458 6 th St	24-205-405-0014-00	Cost of Sale	\$200,000	\$20,000	0.16	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 14 BLK 405					
1464 6 th St	24-205-405-0013-00	Cost of Sale	\$200,000	\$20,000	0.17	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 13 BLK 405					
0 Washington Ave	24-205-375-0009-10	Cost of Sale	\$200,000	\$20,000	0.15	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 OF LOT 9 BLK 375					
242 Strong Ave	24-205-391-0011-00	Cost of Sale	\$200,000	\$20,000	0.08	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 11 BLK 391					
1360 7th St	24-205-376-0007-00	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 SLY 47 FT OF NLY 98 FT OF SW 66 FT OF LOT 7 BLK 376					
1366 7th St	24-205-376-0007-00	Cost of Sale	\$200,000	\$20,000	0.07	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 SLY 40 FT OF WLY 66 FT LOT 7 BLK 376					
1262 6 th St	24-205-369-0006-30	Cost of Sale	\$200,000	\$20,000	0.07	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 S 40 FT LOT 6 BLK 369					
579 W Muskegon Ave	24-205-345-0001-00	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 NLY 1/2 LOT 1 BLK 345					
0 W Muskegon Ave	24-205-345-0002-10	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 OF LOT 2 BLK 345					
617 W Muskegon Ave	24-205-345-0006-00	Cost of Sale	\$200,000	\$20,000	0.24	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 N 71 FT LOT 6 BLK 345					
1047 Ambrosia St (7 lots)	24-205-232-0007-00	Cost of Sale	\$1,400,000	\$140,000	0.57	OSR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 E 33 FT LOT 7 BLK 224 ALSO E 33 FT OF N 1/2 VAC DIANA ST LOTS 7 AND 8 BLK 232 ALSO S 1/2 VAC DIANA ST ADJ TO LOT 8 SD BLK					
1075 Ambrosia St (6 lots)	24-205-236-0008-00	Cost of Sale	\$1,200,000	\$120,000	0.35	OSR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 8-9 BLK 236					
1155 Ambrosia St (6 lots)	24-205-250-0008-00	Cost of Sale	\$1,200,000	\$120,000	0.61	OSR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 8-10 BLK 250					
1205 Ambrosia St (6 lots)	24-205-261-0008-00	Cost of Sale	\$1,200,000	\$120,000	0.41	OSR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 8 & 9 BLK 261					
1386 Ransom St	24-205-266-0001-00	Cost of Sale	\$200,000	\$20,000	0.2	R-3
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 266					
1530 Hoyt St	24-205-282-0002-10	Cost of Sale	\$200,000	\$20,000	0.1	R-3
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 S 35.7 FT LOT 2 BLK 281					
292 Mason Ave	24-205-388-0008-10	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 LOT 8 BLK 388					
1670 Park St	24-205-439-0007-00	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR

Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 80 FT LOT 7 BLK 439					
1772 5 th St	24-205-463-0003-00	Cost of Sale	\$200,000	\$20,000	0.23	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 LOT 3 BLK 463					
1227 Fleming Ave	24-745-000-0033-00	Cost of Sale	\$200,000	\$20,000	0.11	R-2
Legal Description	CITY OF MUSKEGON ROSELINDE ADDITION LOT 33					
1251 8 th St (10 lots)	24-205-340-0001-00	Cost of Sale	\$2,000,000	\$200,000	1.14	FBC-UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 PART OF LOTS 1 TO 7 LYING SELY OF WEBSTER AVE BLK 340					
Rudy Briggs Project (32 Homes)						
527 Herrick St (9 lots)	24-205-023-0008-00	Cost of Sale	\$1,800,000	\$180,000	1.41	R-1
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 8-14 BLK 23					
530 Herrick St (3 lots)	24-205-022-0003-20	Cost of Sale	\$600,000	\$60,000	0.41	R-1
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 S 178 FT LOT 3 & THAT PART OF LOT 4 LYING N OF SUMNER AVE BLK 22-0003-20					
553 Jackson Ave (3 lots)	24-205-022-0002-00	Cost of Sale	\$600,000	\$60,000	0.55	R-1
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 & N 150 FT LOT 3 BLK 22					
579 Jackson Ave	24-205-022-0001-00	Cost of Sale	\$200,000	\$20,000	0.19	R-1
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 22					
601 Jackson Ave	24-205-021-0001-00	Cost of Sale	\$200,000	\$20,000	0.2	R-1
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 66 FT OF N 132 FT LOT 1 BLK 21					
621 Jackson Ave	24-205-020-0001-00	Cost of Sale	\$200,000	\$20,000	0.34	R-1
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1& 2 BLK 20					
677 Jackson Ave	24-205-019-0002-00	Cost of Sale	\$200,000	\$20,000	0.24	R-1
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 BLK 19					
558 Jackson Ave (2 lots)	24-205-014-0020-00	Cost of Sale	\$400,000	\$40,000	0.61	R-1
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 LOT 19 & ALL LOTS 20 & 21 BLK 14					
608 Jackson Ave	24-205-015-0006-10	Cost of Sale	\$200,000	\$20,000	0.24	R-1
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 6 EX NLY 50 FT BEING 50 FT ON LANGLEY ST & 62.32 FT ON E LINE SAID LOT 6 BLK 15					
704 Leonard Ave (2 lots)	24-405-003-0001-00	Cost of Sale	\$400,000	\$40,000	0.38	R-1
Legal Description	CITY OF MUSKEGON GUNNS SUB DIV OF PART OF BLK 2 LOTS 1-2 & 3 BLK 3					
740 Leonard Ave (2 lots)	24-205-003-0007-00	Cost of Sale	\$400,000	\$40,000	0.37	R-1
Legal Description	CITY OF MUSKEGON GUNNS SUB DIV OF PART OF BLK 2 LOTS 4-5-6 & W 4 FT LOT 7 BLK 3					
754 Leonard Ave (3 lots)	24-205-003-0008-00	Cost of Sale	\$600,000	\$60,000	0.37	R-1
Legal Description	CITY OF MUSKEGON GUNNS SUB DIV OF PART OF BLK 2 E 36 FT LOT 7 ALL LOTS 8 & 9 & W 8 FT LOT 10 BLK 3					
766 Leonard Ave (3 lots)	24-405-003-0011-00	Cost of Sale	\$600,000	\$60,000	0.38	R-1
Legal Description	CITY OF MUSKEGON GUNNS SUB DIV OF PART OF BLK 2 E 42 FT LOT 10 ALL LOTS 11 & 12 BLK 3					

Community Encompass Project (5 Homes)

1259 Sanford St (LB)	24-205-384-0007-20	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 S 42 2/3 FT OF E 94 FT LOT 7 BLK 384					
1280 Sanford St (LB)	24-205-394-0001-00	Cost of Sale	\$200,000	\$20,000	0.15	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 98 FT LOT 1 BLK 394					
1141 Jefferson St	24-205-364-0008-10	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 S 68 FT LOT 8 BLK 364					
1095 1 st	24-205-352-0008-00	Cost of Sale	\$200,000	\$20,000	0.07	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 8 BLK 352					
1338 Arthur St (LB)	24-205-254-0001-00	Cost of Sale	\$200,000	\$20,000	0.13	R-3
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 NLY 84 FT LOT 1 BLK 254					

Land Bank Properties (12 Homes)

204 W Dale (LB)	24-205-441-0007-00	Blight Elimination	\$200,000	\$0	0.08	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 47.6 FT LOT 7 & W 47.6 FT OF S 27 1/7 FT LOT 6 BLK 441					
1514 Park St (LB)	24-205-418-0003-00	Blight Elimination	\$200,000	\$0	0.19	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLK 418					
314 W Grand Ave (LB)	24-205-406-0018-00	Blight Elimination	\$200,000	\$0	0.17	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 18 BLK 406					
237 Washington Ave (LB)	24-205-405-0019-00	Blight Elimination	\$200,000	\$0	0.17	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 19 BLK 405 & SUBJ TO N 1/2 VAC ALLEY ADJ TH'TO RECOR'D 3711/266					
329 Washington Ave (LB)	24-205-406-0007-00	Blight Elimination	\$200,000	\$0	0.19	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 406					
1456 Park St (LB)	24-205-407-0004-00	Blight Elimination	\$200,000	\$0	0.18	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 BLK 407					
1468 8 th St (LB) (2 lots)	24-205-408-0007-00	Blight Elimination	\$400,000	\$0	0.19	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 408 EXC E 46 FT TH'OF					
462 Washington Ave (LB)	24-205-374-0007-00	Blight Elimination	\$200,000	\$0	0.08	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 39 1/2 FT LOT 7 BLK 374					
507 Houston Ave (LB)	24-205-371-0004-10	Blight Elimination	\$200,000	\$0	0.1	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 LOT 4 BLK 371					
1370 Sanford St (LB)	24-205-401-0001-10	Blight Elimination	\$200,000	\$0	0.08	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 S 32 1/4 FT OF N 63 1/2 FT OF W 106 FT 2 1/2 IN LOT 1 BLK 401					

1542 7 th St (LB)	24-205-419-0007-00	Blight Elimination	\$200,000	\$0	0.08	FBC, UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 81 FT LOT 7 BLK 419					
Former Farmers Market Properties (44 Homes)						
731 Yuba St (8 lots)	24-205-183-0001-00	Blight Elimination	\$1,600,000 (homes) 155,400 (Public Infrastructure)	155,400 (Public Infrastructure)	2.71	I-1
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 ENTIRE BLK 183 LYING ELY OF C & O R/W EX COM ON NLY LINE SAID BLK 44 FT M/L SWLY OF NE COR LOT 5 TH S 24 DEG 39 MIN 59 SEC W 63 FT M/L TH NLY 39 FT M/L TO NLY LINE SAID BLK TH NELY ON NLY LINE SAID BLK 39 FT M/L TO BEG					
205 E Muskegon Ave (8 lots)	24-205-192-0001-00	Blight Elimination	\$1,600,000 (homes) 155,400 (Public/Infrastructure)	155,400 (Public Infrastructure)	2.55	I-1
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 1 THRU 12 INCL BLK 192					
287 E Muskegon Ave (8 lots)	24-205-193-0004-00	Blight Elimination	\$1,600,000 (homes) 155,400 (Public Infrastructure)	155,400 (Public Infrastructure)	1.48	I-1
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 LOTS 4 THRU 10 INC BLK 193					
225 Eastern Ave (8 lots)	24-205-182-0001-00	Blight Elimination	\$1,600,000 (homes) 155,400 (Public Infrastructure)	155,400 (Public Infrastructure)	1.59	I-1
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 ENTIRE BLK 182					
650 Yuba St (8 lots)	24-205-167-0001-00	Blight Elimination	\$1,600,000 (homes) 155,400 (Public Infrastructure)	155,400 (Public Infrastructure)	1.61	B-4
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 ENTIRE BLK 167					
185 E Muskegon Ave (2 lots)	24-205-191-0001-00	Blight Elimination	\$200,000	\$0	0.29	I-1
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 LOT 1 BLK 191					
209 E Walton Ave (2 lots)	24-205-191-0009-00	Blight Elimination	\$200,000	\$0	0.49	I-1
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 9 AND 10 BLK 191					
Froebel School Property (40 Homes)						
417 Jackson Ave	24-205-024-0001-00	Demo & Abatement + Cost of Sale	\$9,200,000	\$2,000,000 (\$1,200,000 demo + \$800,000 Cost of Sale)	7.01	R-1
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 ENTIRE BLKS 24 25 26 ALSO BLK 27 EX LOTS 6 & 7					

City Rehab Projects (10 Homes)						
1078 2 nd St	24-205-352-0004-10	Blight Elimination	\$50,000	\$0	0.1	FBC-UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 S 1/2 LOT 4 BLK 352					
1067 W Grand	24-205-484-0004-00	Blight Elimination	\$50,000	\$0	0.2	R-1
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 484 LOT 4 & S 16 1/2 FT OF GRAND AVE ABUTTING SAME					
1188 4 th St	24-205-367-0008-00	Blight Elimination	\$50,000	\$0	0.13	FBC-UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 92 FT LOT 8 BLK 367					
1457 7 th St	24-205-407-0011-10	Cost of Sale	\$50,000	\$20,000	0.12	FBC-UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 S 2/3 LOT 11 BLK 407					
580 Catherine Ave	24-205-076-0009-00	Cost of Sale	\$50,000	\$20,000	0.2	R-3
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 LOT 9 BLK 76					
1192 Pine St	24-205-245-0002-00	Cost of Sale	\$50,000	\$20,000	0.1	R-3
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 2 BLK 245					
1194 Pine St	24-205-245-0002-10	Cost of Sale	\$50,000	\$20,000	0.09	R-3
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 S 1/2 LOT 2 BLK 245					
254 W Southern Ave	24-205-420-0012-20	Cost of Sale	\$50,000	\$20,000	0.07	FBC-UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 W 32 FT OF E 82 FT LOTS 12-13 BLK 420					
435 E Isabella	24-205-078-0004-00	Cost of Sale	\$50,000	\$20,000	0.2	R-3
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 LOT 4 BLK 78					
248 Mason Ave	24-205-387-0007-00	Cost of Sale	\$50,000	\$20,000	0.14	FBC-UR
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 7 & W 26.7 FT OF S 1/2 LOT 7 BLK 387					
Big Red Developer (5 Homes)						
559 McLaughlin Ave	24-205-092-0004-00	Blight Elimination	\$200,000	\$0	0.18	R-1
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 LOT 4 BLK 92					
589 McLaughlin Ave	24-205-092-0001-00	Blight Elimination	\$200,000	\$0	0.18	R-1
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 LOT 1 BLK 92					
438 E Isabella Ave (rehab)	24-205-068-0010-00	Blight Elimination	\$200,000	\$0	0.21	R-3
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 BLK 68					
441 E Isabella Ave	24-205-078-0003-00	Blight Elimination	\$200,000	\$0	0.2	R-3
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 LOT 3 BLK 78					
591 Catherine Ave	24-205-081-0001-10	Blight Elimination	\$200,000	\$0	0.11	R-3
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 E 38.39 FT LOT 1 BLK 81					
City Redevelopment Projects						
1095 3 rd St (former Catholic Charities property)	24-205-350-0009-00	Cost of Sale	\$3,000,000	\$300,000	0.95	FBC-MS

Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 EX W 15 FT TH'OF LOT 10 11 12 ALL LOT 13 EX A TRI PIECE IN SE COR SD LOT COMM AT SE COR TH N 3.85 FT TH SWLY TO A PT ON THE SELY LN LOT 13 3.85 FT W OF POB TH 3.85 FT TO POB BLK 350					
301 W Muskegon Ave (former Catholic Charities property)	24-205-350-0001-00	Cost of Sale	\$800,000	\$200,000	0.21	FBC-MS
Legal Description	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 350					
880 1 st St (880 First St LLC development)	24-205-350-0001-00	Cost of Sale	\$12,000,000	\$500,000	0.21	FBC-MS
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 LOTS 12-15 BLK 310 & ELY 1/2 OF VAC FIRST ST ADJ TO SD LOTS & S 1/2 OF VAC ALLEY ADJ TO SD PROPERTY SUBJ TO ESMT RECORDED IN L3794/P882					
216 W Clay (880 First St LLC development)	24-205-310-0016-00	Blight Elimination	\$5,000,000	\$0	0.35	FBC-MS
Legal Description	CITY OF MUSKEGON REVISED PLAT 1903 LOTS 16 & 17 BLK 310 SBJT TO UNDERGROUND ELECTRIC LN ESMNT L3815 P885					
208 W Clay (880 First St LLC development)	24-234-000-0004-00	Blight Elimination	\$5,000,000	\$0	0.28	FBC-MS
Legal Description	CITY OF MUSKEGON DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO 2 UNIT 4 S 1/2 OF VAC ALLEY ADJ TO SD PROPERTY (ALLEY VAC CITY RES 97-12) & SWLY S 1/2 OF CONTIGUOUS VAC ALLEY ADJ TO SBJT TO ESMNT FOR OVERHEAD/UNDERGROUND ELECTRIC LNS RECOR'D 3724/701					

Eligible Activities, Financing, Cost of Plan (Sec. 13(1) (a) (b) (c) (d) (g))

Eligible activities include cost of sale, demo & abatement, public infrastructure and brownfield plan preparation and development (see chart below).

Eligible Activities Chart

Eligible Activity	Cost
Cost of Sale	\$4,840,000
Demo & Abatement	\$1,200,000
Public Infrastructure	\$777,000
Brownfield Plan Preparation and Development	\$20,000
Sub-total	\$6,837,000
Contingency (15%)	\$1,025,550
Total Eligible Activities to be paid under this Plan	\$7,862,550

The eligible activities described above will occur on the Property and are further described as follows:

1. Cost of Sale: If the sale of a home results in a loss to the developer, the difference between the cost of construction and the sale price is considered the cost of sale or a seller concession. Some

of these concessions could come from title work, acquisition costs and selling costs. For this Plan, it is anticipated that each home may result in the loss of \$20,000 per unit.

2. Demo & Abatement: The cost to demolish the property and return it to a developable state, which may include lead and asbestos abatement.
3. Public Infrastructure: The cost to construct public infrastructure like alleys and water/sewer lines.
4. Brownfield Plan Preparation and Development: Costs incurred to prepare and develop this brownfield plan, as required per Act 381 of 1996, as amended.

It is intended that the above eligible activities will be reimbursed with interest at 5%.

Effective Date if Inclusion in the Brownfield Plan

The amended Infill Housing Project was added to this Plan on _____, 2020 and will be amended accordingly upon adoption of this Plan Amendment.

RESOLUTION APPROVING THE BROWNFIELD PLAN AMENDMENT

City of Muskegon Infill Housing Project, 2nd Amendment

City of Muskegon

County of Muskegon, Michigan

2020-December 8th

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 8th day of December, 2020 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Brownfield Plan Amendment to include the Infill Housing Project (2nd Amendment) in the Plan; and

WHEREAS, the Authority has forwarded the Brownfield Plan Amendment to the City Commission requesting its approval of the Brownfield Plan Amendment; and

WHEREAS, the City Commission has provided notice and a reasonable opportunity to the taxing jurisdictions levying taxes subject to capture to express their views and recommendations regarding the Brownfield Plan Amendment, as required by Act 381; and

WHEREAS, not less than 10 days has passed since the City Commission provided notice of the proposed Brownfield Plan to the taxing units; and

WHEREAS, the City Commission held a public hearing on the proposed Brownfield Plan on December 8, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That the Brownfield Plan constitutes a public purpose under Act 381.

2. That the Brownfield Plan meets all the requirements of Section 13(1) of Act 381.
3. That the proposed method of financing the costs of the eligible activities, as identified in the Brownfield Plan and defined in Act 381, is feasible and the Authority has the authority to arrange the financing.
4. That the costs of the eligible activities proposed in the Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381.
5. That the amount of captured taxable value estimated to result from the adoption of the Brownfield Plan is reasonable.
6. That the Brownfield Plan in the form presented is approved and is effective immediately.
7. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

Be it Further Resolved that the Mayor and City Clerk are hereby authorized to execute all documents necessary or appropriate to implement the provisions of the Brownfield Plan.

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

Ann Marie Meisch, City Clerk

Stephen J Gawron, Mayor

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, County of Muskegon, State of Michigan, at a regular meeting held on December 8, 2020 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch, City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 12/08/2020	Title: Community EnCompass Infill Housing Development Agreement and Funding
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: Community Encompass has committed their share of funding for this project through an approved resolution of their Board of Directors. Staff recommends approving the use of \$250,000 of HOME Funds to couple with \$320,000 in contributions from Community Encompass and retain Community Encompass as the builders and marketers of the homes.	
Detailed Summary: In an attempt to further our Economic Equity efforts and to create diversity of housing price points as we build infill, we have been working for quite some time with Community EnCompass to try and construct a deal within the Brownfield TIF and their institutional capacity to construct homes that would be specifically for buyers at or below 80% AMI. The attached development agreement is based on other residential construction agreements the City has used and is reflective of the anticipated costs to construct 3 single family homes on city owned lots at 180 Houston, 1141 Jefferson, and 1259 Sanford. A map is attached with the locations highlighted. Community Encompass already receives HOME funds each year from the City's CDBG programming as the only Community Housing Development Organization (CHDO) in the area. This item would increase their 20/21 allotment as well as allocate existing program income for this development. The total project would have a not-to-exceed budget of 570,000, with Community Encompass to be repaid first by proceeds from sales, and the city second. Any losses incurred by the City would be recouped through Brownfield TIF.	
Amount Requested: \$250,000	Amount Budgeted: Consistent with CNS Program Development Plan, budget amendment required at quarterly reforecast
Fund(s) or Account(s): CDBG HOME Funds (Current and previous year carryover/program income)	Fund(s) or Account(s):
Recommended Motion: A motion to accept the development agreement as presented and authorize the Finance Department to release funds for construction to Community Encompass.	
For City Clerk Use Only: Commission Action:	

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor/
Equalization Co.
(231)724-6386
FAX (231)724-1129

Cemetery/Forestry
(231)724-6783
FAX (231)724-4188

City Manager
(231)724-6724
FAX (231)722-1214

Clerk
(231)724-6705
FAX (231)724-4178

Comm. & Neigh.
Services
(231)724-6717
FAX (231)726-2501

Computer Info.
Technology
(231)724-4126
FAX (231)722-4301

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)726-2325

Fire Department
(231)724-6795
FAX (231)724-6985

Human Resources
Co. (Civil Service)
(231)724-6442
FAX (231)724-6840

Income Tax
(231)724-6770
FAX (231)724-6768

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

Public Works
(231)724-4100
FAX (231)722-4188

SafeBuilt
(Inspections)
(231)724-6715
FAX (231)728-4371

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

November 9, 2020

Honorable Mayor Steve Gawron
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Honorable Mayor,

I am writing to disclose a conflict of interest with regard to projects and partnerships between the City of Muskegon and Community EnCompass. As an employee of Community EnCompass, I benefit from funds that are made available by the city to CenC and its programs.

The city benefits from its partnership with CenC by gaining residents who pay property and income taxes and purchase city utilities. CenC's work to improve affordable housing options also benefits the city by activating neighborhoods and attracting residents who spend money in the city's commercial districts.

Sincerely,

Michael Ramsey
Muskegon City Commissioner, Ward 3

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor/
Equalization Co.
(231)724-6386
FAX (231)724-1129

Cemetery/Forestry
(231)724-6783
FAX (231)724-4188

City Manager
(231)724-6724
FAX (231)722-1214

Clerk
(231)724-6705
FAX (231)724-4178

Comm. & Neigh.
Services
(231)724-6717
FAX (231)726-2501

Computer Info.
Technology
(231)724-4126
FAX (231)722-4301

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)726-2325

Fire Department
(231)724-6795
FAX (231)724-6985

Human Resources
Co. (Civil Service)
(231)724-6442
FAX (231)724-6840

Income Tax
(231)724-6770
FAX (231)724-6768

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

Public Works
(231)724-4100
FAX (231)722-4188

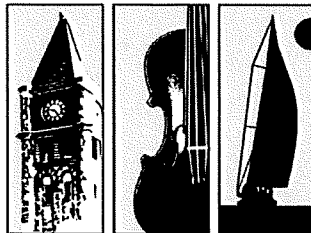
SafeBuilt
(Inspections)
(231)724-6715
FAX (231)728-4371

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

November 24, 2020

Honorable Mayor Steve Gawron
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Honorable Mayor,

I am writing to disclose a conflict of interest with regard to projects and partnerships between the City of Muskegon and Community EnCompass, involving federal funds. As the spouse of the executive director of Community EnCompass, I have a conflict of interest under federal law, and I benefit from funds that are made available by the city to Community enCompass and its programs. I have been advised that under state law and city charter, I do not have a conflict of interest.

The city benefits from its partnership with CenC by gaining residents who pay property and income taxes and purchase city utilities. CenC's work to improve affordable housing options also benefits the city by activating neighborhoods and attracting residents who spend money in the city's commercial districts.

Sincerely,

Dan Rinsema-Sybenga
Muskegon City Commissioner

RESIDENTIAL CONSTRUCTION AGREEMENT

This Agreement is effective on _____, 2020 ("Effective Date") between Community encompass, of 19 Hartford Ave, Muskegon, MI 49442_ ("Builder") and THE CITY OF MUSKEGON of 933 Terrace Street, Muskegon, MI 49440 ("Owner") with reference to the following facts:

Background

Builder and Owner (individually, a "Party" or collectively, "Parties") agree that Builder shall construct three (3) single family residences (the "Residences") for Owner on the terms and conditions set forth in this Agreement and in the general conditions attached as **Exhibit A** ("General Conditions").

The parties agree as follows:

1. **Building Site.** Owner owns the building site located on the real estate located at 180 Houston Street, 1141 Jefferson Street, and 1259 Sanford Street, and legally described on **Exhibit B** (the "Property"). Owner has agreed to hire Builder to build the Residences on the Property.
2. **The Residences.** Builder shall build the Residence in accordance with the plans and specifications attached as **Exhibit C** (the "Plans").
3. **Price.** The price for constructing the Residences shall be Five Hundred-Seventy Thousand Dollars (\$570,000) ("Price").
4. **Estimated Completion Date.** Builder shall commence construction of the Residence within 30 days from the Effective Date ("Commencement Date"). Builder shall complete the Residence within 20 weeks of the Commencement Date ("Completion Date").
5. **General Conditions.** Owner and Builder agree to all of the General Conditions attached to this Agreement as Exhibit A.

Builder – _____

By: _____
Name: _____
Title: _____
Date: _____

Owner –THE CITY OF MUSKEGON

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

GENERAL CONDITIONS

1. **Payment of the Price.** The Price shall be paid in accordance with the following schedule (“Payment Schedule”):

- a. Foundation installed..... 20% of the Price
- b. Mechanicals installed..... 40% of the Price
- c. Certificate of Occupancy..... 30% of the Price
- d. Completion of Punch List Items..... 10% of the Price

2. **Costs Included in Price.** Unless excluded by Section 3 or adjusted as set forth in Sections 4 or 5, the Price is fixed and includes all cost of labor and materials purchased, including all sales taxes incurred by Builder, for complete construction of the Residence. Price is not based on allowances or estimates of costs for items to be added to the Residence. The Price includes:

- a. A security system;
- b. A driveway
- c. Curb cut (Builder may use existing curb cut unless damaged);
- d. Sod/seed over the entire front, back and side yards;
- e. A street tree;
- f. A small landscape package along each side of the Residence with street frontage;
- g. Edging and mulch;

3. **Costs Excluded From Price.** Owner shall be responsible for each of the following items and the cost of each item shall be excluded from the Price and the sole responsibility of Owner:

- a. Lot Lines. Prior to the Commencement Date Owner shall own the Property with new lot lines established as depicted on the Site Plan.
- b. Site Preparation. Prior to the Commencement Date, Owner will prepare the Property for construction of the Residence, including the removal of the following:
 - i. existing fences;
 - ii. community garden;
 - iii. existing sidewalks; and,
 - iv. debris.
- c. Water and Sewer Leads. Owner will provide water and sewer leads to the Residence.
- d. Permit and Connection Fees. Owner shall be responsible for any municipal permits, connection fees, tap fees or assessments, including sewer and water connection fees.
- e. Site Variance. Any abnormal site conditions discovered during excavation will be communicated to Owner along with an estimated cost to proceed with construction. Examples include such items as buried debris, bad soils, or rear yard drainage constraints. Any additional site work required will be corrected by Owner unless Owner authorizes Builder to correct any site variance issues in writing and the appropriate Change Order is fully executed.

f. Damaged Curb Cuts. Any damaged curb cuts will either be approved for use or removed by Owner.

g. Irrigation. Irrigation can be added for \$3,000, provided the appropriate Change Order is fully executed.

h. Future Security System Service Fees. Ongoing monitoring service fees will be the responsibility of Owner or subsequent owner.

4. **Modifications/Extras.** No modifications to the Plans ("Modifications") or requests for additional construction ("Extras"), the cost of which exceed \$200, shall be binding upon either party, unless the Modifications or Extras are set forth on a written Change Order that is signed by Builder and Owner in substantially the form as attached Exhibit E ("Change Order"). The Change Order must provide a detailed description of the Modifications or Extras and the cost or credit to be charged. In those instances where a Change Order increases or decreases the Price by more than \$200 ("Adjusted Price"), the Adjusted Price shall be paid according to the remaining portion of the Payment Schedule.

5. **Minor Modifications.** Builder and Owner may from time to time agree on minor modifications, the cost for which is less than \$200 ("Minor Modifications"). Minor Modifications may only be made by agreement between Builder and Owner, provided such agreement need not be in writing. The cost or credit for Minor Modifications shall be added to or credited against the Price and paid according to the remaining portion of the Payment Schedule.

6. **Payments, Sworn Statement and Lien Waivers.** Payments required by the Payment Schedule shall be made within 10 days of Builder's invoice by Owner to Transnation Title Insurance Company of 570 Seminole, Muskegon, Michigan 49441 (the "Title Company"). Builder will deliver to the Title Company a sworn statement showing all amounts due for labor and materials furnished in connection with construction of the Residence or other improvements to the Property through the date of Builder's invoice together with waivers of lien showing all amounts from any previous draw have been paid in full. The Title Company shall pay Builder per the Payment Schedule within 2 business days of approval by the Title Company of the last sworn statement provided proper partial unconditional waivers of lien from Builder and for each supplier and sub-contractor to whom payment has been made are received and approved by the Title Company.

7. **Possession.** Owner shall be entitled to possession of the Residence upon payment of the Price in full.

8. **Extension of Dates.** Any date may be extended by agreement of the Builder and Owner and the Commencement Date and the Completion Date may be extended as a result of circumstances beyond the control of Builder, including, but not limited to, delays caused by suppliers or subcontractors, delays for utility hook-ups, Acts of God, labor disputes, governmental inspections, regulations, or permit processes, material back orders, Owner's requests for Change Orders, fire, injury or disability to Builder, or weather.

9. **Builder's Warranties.** Builder shall complete the Residence and all improvements on the Property timely and in a first class manner. All building materials used in the construction of the Residence shall be new. Builder guarantees its workmanship for a period of 12 months from the date of sale or lease of the Residence to a party other than Owner or 24 months from the date of the Certificate of Occupancy, whichever first occurs ("Warranty Period"). This warranty is fully transferable by Owner and may be assigned to a 3rd party. Within the Warranty Period, Builder may replace, at its option, any materials incorporated into the Residence which are defective. To make a claim under this warranty, Owner or its successor must give Builder written notice of any such defect

in the workmanship and/or materials promptly upon discovery and not later than expiration of the Warranty Period. This warranty does not apply to workmanship or materials requiring repair or replacement because of normal wear and tear, natural settling or mold. Builder shall turn over and transfer to Owner all manufacturers' warranties that are delivered directly to Builder by the manufacturer at the time of final payment by Owner. In addition to this warranty between Builder and Owner and successors of Owner, Builder shall also provide to Owner and successors of Owner at no cost to Owner the Ten Year Warranty for New Homes provided by Residential Warranty Company, LLC attached as Exhibit F ("Long Term Warranty"). Nothing in the Long Term Warranty shall limit the scope of the warranties provided by Builder to Owner or its successors.

10. Owner's Warranties. Owner covenants and warrants that Owner owns the Property in fee simple, free and clear of all liens, except for those encumbrances specifically set forth on Exhibit G. Owner shall provide evidence satisfactory to Builder, such as a commitment for title insurance issued by the Title Company, which indicates such ownership. Owner shall locate the exact location of the Residence on the Property. All corners of the Property and the Residence shall be clearly marked with surveyor stakes. Owner covenants and agrees that such location is in compliance with all applicable federal, state, and local rules and regulations, including, but not limited to, building restrictions, set-back requirements and zoning ordinances.

11. License. Builder is a residential builder and a residential maintenance and alteration contractor and is required to be licensed under article 24 of Act 299 of the Public Acts of 1980, as amended, being sections 339.2401 to 399.2412 of the Michigan Compiled Laws. An electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. A Plumber is required to be licensed under Act No. 266 of the Public Acts of 1929, as amended, being sections 338.901 to 338.917 of the Michigan Compiled Laws. Builder is licensed by the State of Michigan as a licensed Michigan Contractor and maintains its license in good standing. Builder's License number is **2101131848** respectively.

12. Laws, Ordinances and Regulations. In connection with the construction of the Residence, Builder shall meet and comply with all applicable laws, ordinances, and regulations.

13. Notice of Commencement. Owner shall deliver a Notice of Commencement in accordance with the Michigan Construction Lien Act within ten days of the Effective Date.

14. Risk of Loss. Until a Certificate of Occupancy is issued for the Residence the risk of loss for the Residence lies solely with Builder. Provided, Owner shall be solely responsible for building materials on Property and Owner shall reimburse Builder for the cost of building materials vandalized or stolen from the Property.

15. Insurance. Builder shall procure and maintain an "all risk" insurance policy and shall name Owner as an additional named insured. Builder shall maintain a policy of builder's insurance fully insuring the Residence from the date construction commences until the date of substantial completion. Owner may also maintain a policy of insurance on their interest in the Residence. Builder shall also carry public liability insurance with coverage limits not less than \$1,000,000 single-limit coverage and worker's compensation insurance in an amount not less than the statutory minimum. Such policies shall name Owner as an additional named insured. Builder shall provide Owner with evidence of such insurance upon request. Owner and Builder waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph.

16. Diligent Pursuit. Builder shall diligently pursue its obligations under this Agreement.

17. **Default.** If either Party believes that the other Party has failed to comply with this Agreement (“Default”), the non-defaulting Party shall provide the Defaulting Party not less than 10 days written notice of such non-compliance, a list of the non-defaulting Party’s specific complaints, and a reasonable time within which the defaulting Party shall cure the Default (“Default Notice”). If the defaulting Party fails to cure the Default within the period of time specified in the Default Notice, the non-defaulting Party may pursue any and all remedies available, including specific performance in that there may not be an adequate remedy at law. In addition, Owner may replace Builder with another party to complete construction and may deduct from the Price any amount paid by Owner to such third party to complete construction in accordance with the Plans. In the event either Party takes any action to enforce this Agreement, the prevailing Party shall reimburse the other Party for all expenses incurred by the prevailing Party, including attorney fees.

18. **Cross Default.** Contemporaneously with the execution of this Agreement, Owner and Builder are entering into ____ similar agreements for the construction of homes similar to the Residence on each of the ____ lots depicted on the Site Plan (“Other Agreements”). Owner and Builder agree that a default of this Agreement or any of the Other Agreements shall constitute a default of all Other Agreements and this Agreement.

19. **Dispute Resolution.** Any claim or demand of either party arising out of this Agreement, including without limitation, claims of fraud, misrepresentation, warranty or negligence and that exceeds \$5,500 in value shall be submitted to binding arbitration. The parties shall attempt to agree on a mutually agreeable independent arbitrator. If the parties are unable to mutually agree on an arbitrator, and arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, Home Construction Arbitration Rules and Mediation Procedures. A Circuit Court judgment may render judgment upon the award made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Michigan Arbitration Act, MCL 600.5001 et seq. The cost of such arbitration shall be divided equally between both parties. Neither Party shall be required to submit to arbitration any claim or demand of a value less than \$5,500.

20. **Miscellaneous.**

a. Authority to Bind Owner. No approval, agreement or consent and no document signed in connection with this Agreement shall be binding on Owner unless made, given or signed by Frank Peterson or Jake Eckholm.

b. Applicable Law. This Agreement is executed in, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.

c. Entire Agreement. This writing shall constitute the entire Agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into by the parties with respect to the subject matter hereof, and shall not be modified or amended, except in a subsequent writing signed by the party against whom enforcement thereof is sought.

d. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, assigns, officers, directors, employees, agents, heirs, executors, and administrators.

e. Full Execution. This Agreement requires the signature of both parties. Until fully executed on a single copy or in counterparts, this Agreement is of no binding force or effect, and if not fully executed, this Agreement is void.

f. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties.

g. Non-Waiver. No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of the Agreement.

h. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired or affected.

i. No Discrimination. Discrimination on the basis of religion, race, creed, color, national origin, age, sex, marital status, or handicapped condition by either party in respect to the construction of the Residence is prohibited.

j. Assignment or Delegation. Neither Builder nor Owner may assign all or any part of this Agreement. Provided, that Builder may delegate all or any part of its obligations to perform the services under this Agreement, to any persons or entities that Builder, in its sole discretion, deems appropriate, including sub-contractors. Such delegation shall be at the sole expense of Builder unless otherwise provided.

k. Notices. Any notices required or permitted to be given under this Agreement must be in writing and sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid, a recognized courier service (Federal Express, UPS, or DHL), or by email with confirmation of delivery received. The notice will be effective upon receipt.

To Builder:

19 Hartford Ave,
Muskegon, MI 49442
Attn: Sarah Rinsema-Sybenga
Phone: 231-728-3117
E-mail: Sarah@communityencompass.org

To Owner:

City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536
Attn: Jake Eckholm
Phone: 231-724-6780
Fax: 231-722-1214
E-mail: jake.eckholm@shorelinecity.com

With a contemporaneous copy to:

Parmenter O'Toole
601 Terrace Street
P.O. Box 786
Muskegon, Michigan 49443-0786
Attn: John Schrier
Phone: 231-722-5401
Fax: 231-722-5501
Email: john@parmenterlaw.com

l. Time is of the Essence. Builder and Owner acknowledge and agree that the time related provisions set forth herein are critical and essential terms of this Agreement and that time is of the essence with regard to the transactions contemplated in this Agreement. Failure to strictly comply with the time related provisions of this Agreement will be considered a breach of the entire Agreement.

m. Pronouns. For convenience, Owner has been referred to this Agreement sometimes in the singular and at other times in the plural.

n. Notice of Sale or Lease. Upon the sale or lease of the Residence by Owner to a third party, Owner shall provide notice to Builder of such sale or lease and provide builder with all contact information for the buyer/tenant, including a phone number and an email address.

EXHIBIT B

LEGAL DESCRIPTION

PIN: 61-24-205-352-0008-00

Address: 180 HOUSTON AVE
MUSKEGON, MI 49440

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 8 BLK 352

PIN: 61-24-205-364-0008-10

Address: 1141 JEFFERSON ST
MUSKEGON, MI 49440

CITY OF MUSKEGON REVISED PLAT OF 1903 S 68 FT LOT 8 BLK 364

PIN: 61-24-205-384-0007-20

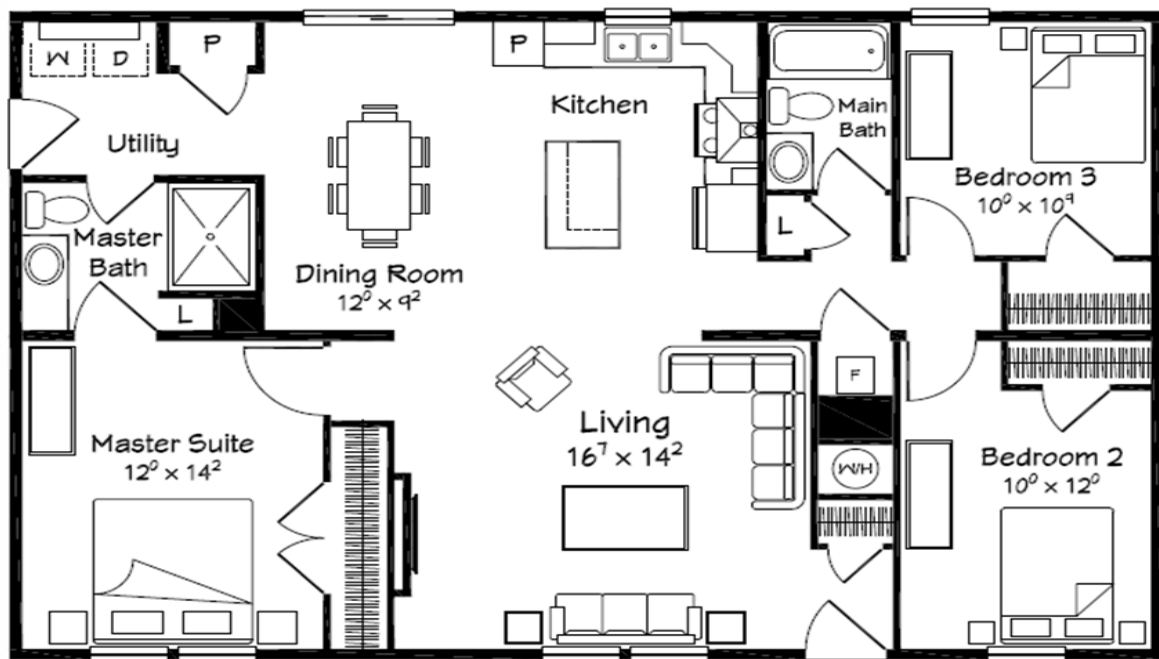
Address: 1259 SANFORD ST
MUSKEGON, MI 49441

CITY OF MUSKEGON REVISED PLAT OF 1903 S 42 2/3 FT OF E 94 FT LOT 7 BLK 384

EXHIBIT C

PLANS AND SPECIFICATIONS

FORMAL SITE PLANS SUBMITTED TO PLANNING DEPARTMENT



Baldwin MasterCraft
1376 Sq. Ft.

EXHIBIT D

SITE PLAN

FORMAL SITE PLAN SUBMITTED TO PLANNING DEPARTMENT

EXHIBIT E

CHANGE ORDERS

Owner has requested, and Builder agrees to the following Modifications to the Plans with the cost/credit set forth below:

MODIFICATION	COST	CREDIT	ADJUSTED PRICE

Builder -

By: _____
Name: _____
Title: _____
Date: _____

Owner – THE CITYOF MUSKEGON

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT F

LONG TERM WARRANTY

EXHIBIT G

PERMITTED ENCUMBRANCES

RESIDENTIAL CONSTRUCTION AGREEMENT

OWNER

THE CITY OF MUSKEGON

BUILDER

COMMUNITY ENCOMPASS

Board Resolution of Members for Sale of Property

The Community Development Organization, Bethany Housing Ministries (DBA Community enCompass), commits \$320,000 towards the EACH (enCompass Affordable Community Housing) Project, contingent on the City of Muskegon contributing \$250,000 towards Phase I of the EACH Project and contingent on the agreement that Community enCompass will recoup the total investment in a unit, upon time of sale of said unit.

Phase I of the EACH Project includes development of the following properties:

- 1141 Jefferson
- 1095 1st Street
- 1259 Sanford

Phase II of the EACH Project includes the development of the following properties:

- 1280 Sanford
- 1338 Arthur

The current incorporators/members/directors agree that Sarah Rinsema-Sybenga has the authority to sign all documents related to the agreements of the subject project/properties on behalf of the organization.

Dates this 26th day of October, 2020

Sarah Rinsema-Sybenga

Tara Foreman (Board Chair)

Location	180 Houston/2BDRM/ADA	1141 Jefferson/3BDRM
Unit Price	\$ 96,317.00	\$ 107,800.00
Excavation	\$ 800.00	\$ 1,500.00
Backfill and hauling sand	\$ 2,000.00	\$ 2,000.00
Foundation	\$ 7,200.00	\$ 15,540.00
Footings(foundation & Porch)	\$ 5,150.00	\$ 3,650.00
Heating	\$ 7,600.00	\$ 4,500.00
Plumbing	\$ 4,675.00	\$ 3,125.00
Electrical	\$ 3,241.00	\$ 3,255.00
Flatwork	\$ 7,100.00	\$ 9,730.00
Basement finish Plumbing	\$ -	\$ -
Landscaping	\$ 1,850.00	\$ 2,150.00
Consumers	\$ 1,500.00	\$ 1,500.00
DTE	\$ 1,500.00	\$ 1,500.00
DPW-water/sewer	\$ -	\$ -
Siding Materials Only	\$ 1,500.00	\$ 1,000.00
General Contracting/Porches, etc	\$ 15,000.00	\$ 18,000.00
Building Permit	\$ 2,000.00	\$ 2,000.00
Insulation	\$ 1,500.00	\$ 1,500.00
Tree Removal? City?	\$ -	\$ -
Architectural	\$ 1,500.00	\$ 1,500.00
Renderings	\$ 130.00	\$ 140.00
Hard Cost Total	\$ 160,563.00	\$ 180,390.00
Developer Fee	\$ 18,000.00	\$ 18,000.00
Total per House	\$ 178,563.00	\$ 198,390.00
Total Project Investment	\$ 569,510.00	

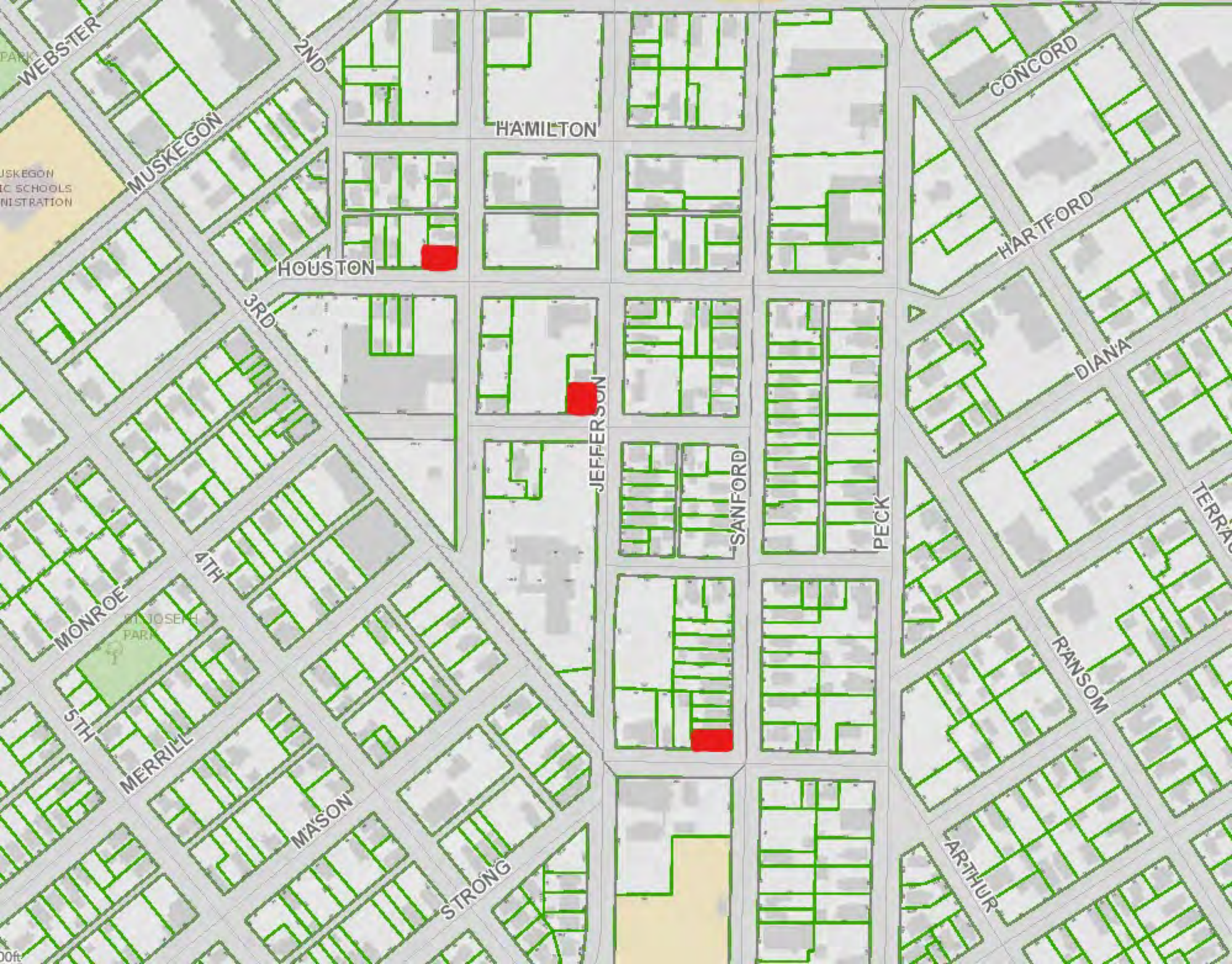
1259 Sanford/2BDRM

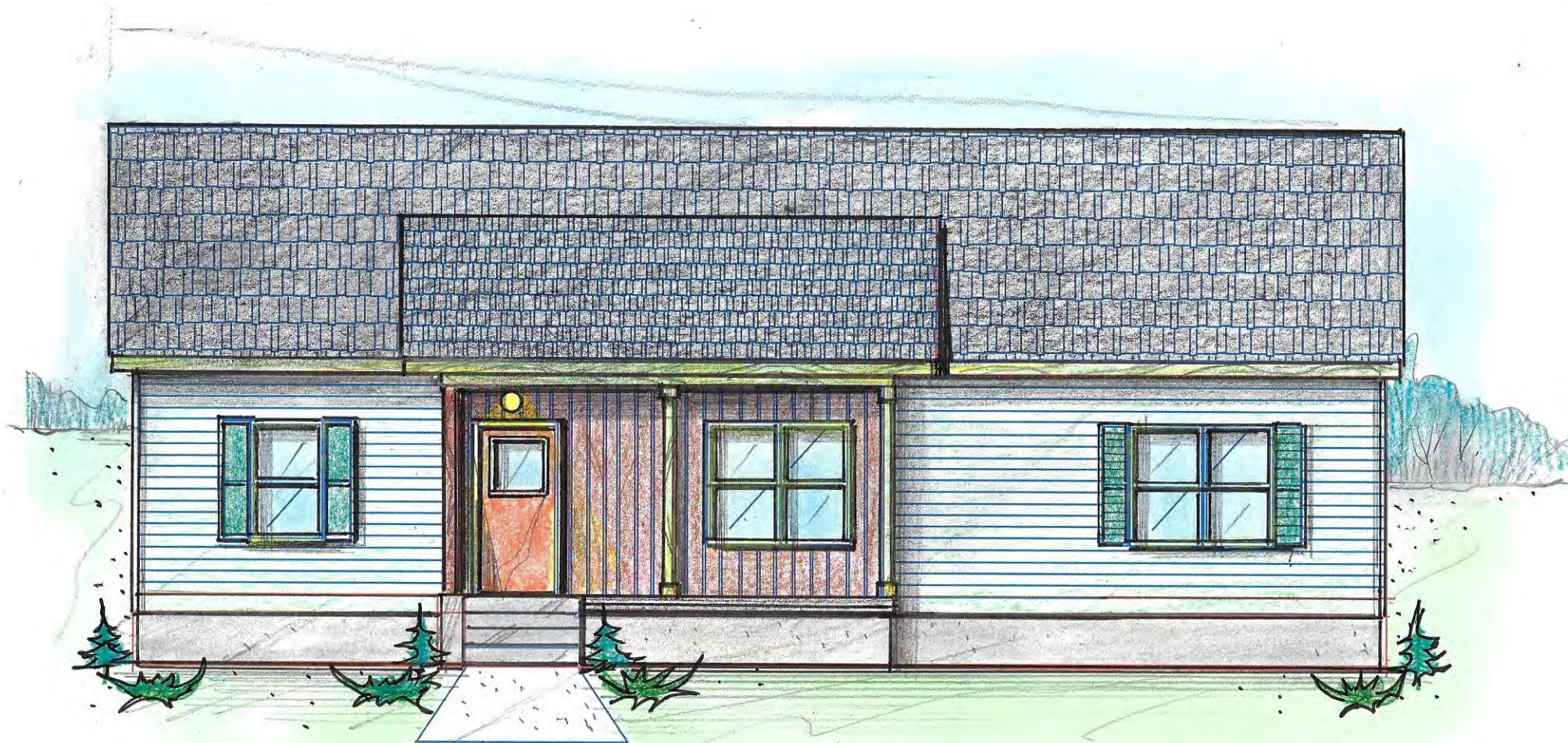
\$	98,337.00	
\$	1,500.00	
\$	2,000.00	
\$	13,915.00	
\$	3,620.00	
\$	7,600.00	No AC
\$	6,200.00	
\$	3,255.00	
\$	8,500.00	
\$	-	
\$	2,000.00	
\$	1,500.00	
\$	1,500.00	
\$	-	
\$	1,500.00	Vinyl B&B
\$	18,000.00	Porches, siding, marriage walls, insulation
\$	2,000.00	additions, egress, wall repair
\$	1,500.00	
\$	-	
\$	1,500.00	
\$	130.00	

\$	174,557.00	
----	------------	--

\$	18,000.00	
----	-----------	--

\$	192,557.00	
-----------	-------------------	--





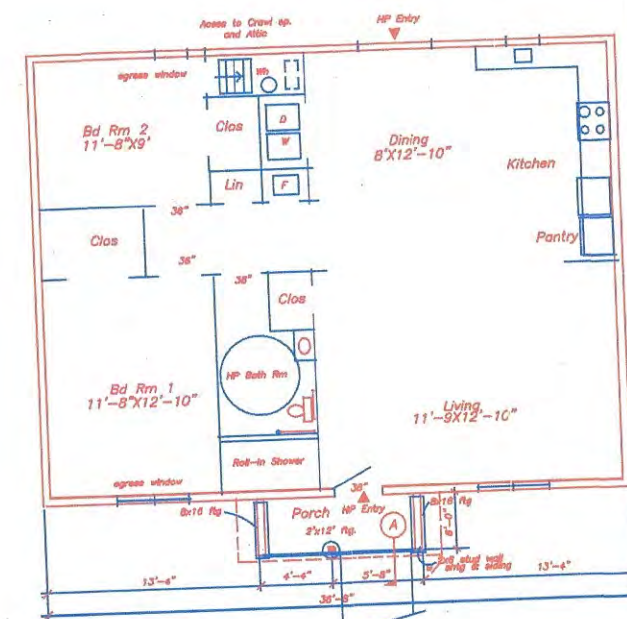
BALDWIN FRONT ELEV.

1141 JEFFERSON ST.



HARWOOD MOD FRONT ELEV

1095 FIRST ST.



Ground Floor Plan



STRUCTURAL NOTES:

1. P.T. SILL PLATE 1/2" ANCHOR BOLTS 6" OC @ 12" FROM EX. DIM
 2. LVL L2-10 @ 16" ON CENTER S.W. 2000 psf
BASED WIND SPEED= 80 mph / U.L.T. = 115 mph
3 SEC. DURATION 20A AND U.S.C. = 5000 psf
 3. REFER TO AECI MFR FOR ADDITIONAL INFO.
- LOCAL CODES HAVING JURISDICTION PER LATEST VERSION:
2015 MICHIGAN RESIDENTIAL CODE
2015 MICHIGAN MECHANICAL CODE
2015 MICHIGAN PLUMBING CODE
2017 NATIONAL ELECTRICAL CODE
2015 MICHIGAN BUILDING CODE
2014 INTERNATIONAL FIRE CODE
MICHIGAN ENERGY CODE (MSHRC 80.1-2013)
CURRENT CITY OF MUSKOGON FORM BASED CODE
- USE= SINGLE FAMILY RESIDENTIAL.

SITE NOTES:

1. FIELD VERIFY ALL CONDITIONS AND REPORT ANY DIFFERENCES TO ARCHITECT
2. SITE DATA FROM OWNER PROVIDED INFO & AS FIELD MEASURED ON SITE.
3. DRAWINGS NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION & ARCHITECT NOT RESP.
4. CONTACT MISS DIGG PRIOR TO ANY EXCAVATION

PROPERTY INFORMATION

CITY OF MUSKOGON, REVISED PLAT OF 1903
1095 FIRST ST. Parcel # 61-24-205-352-0008

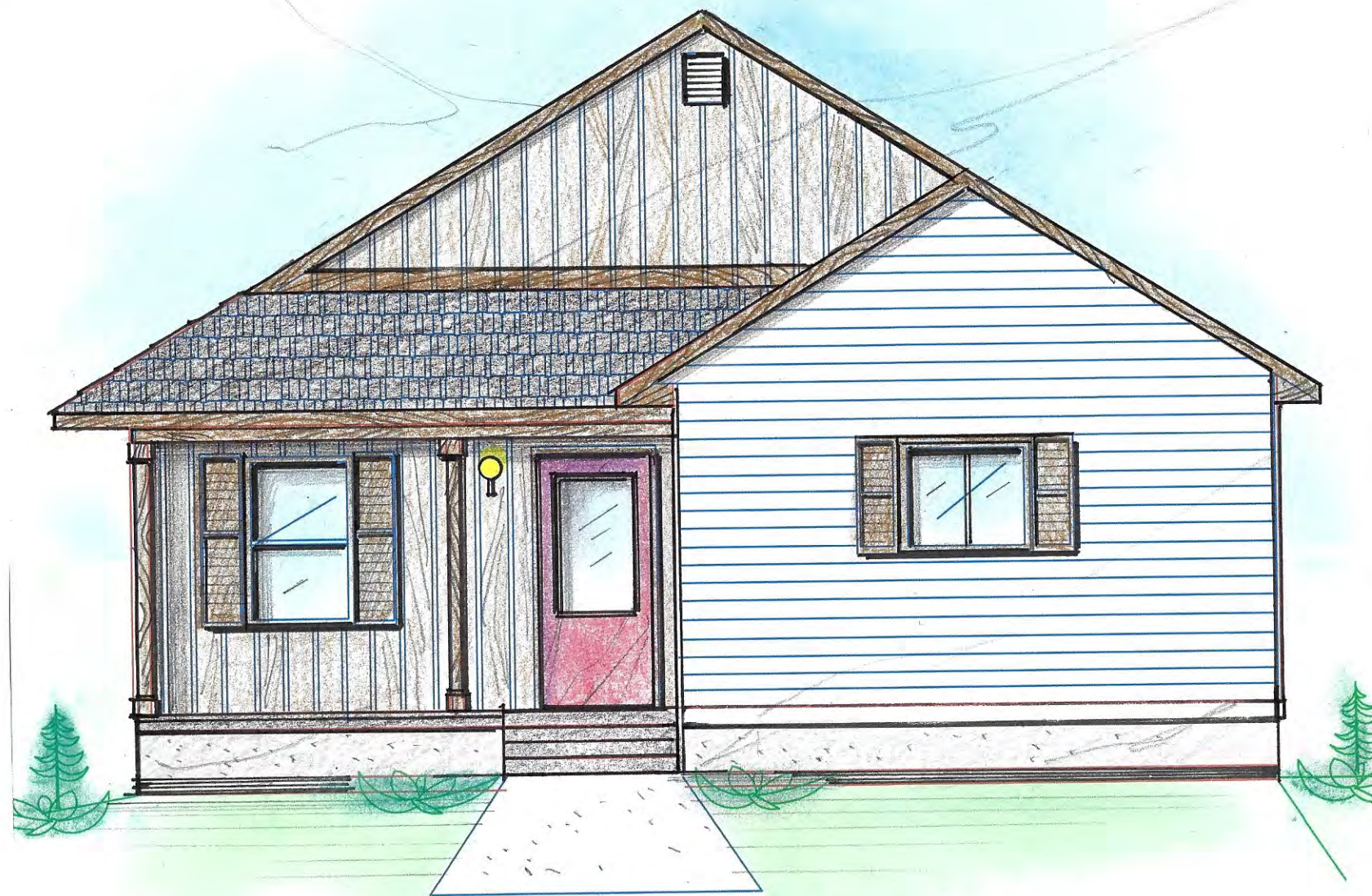
11.03.2020
REV. 11.07.20

Michael D. Belt, RA
ECO Architect Designs &
Landscapes

918 Dykstra
Muskegon, MI 49445
Phone: 517.525.1204
Email: michael.belt@comcast.net



FOR:
KIMI GEORGE
COMMUNITY
ENCOMPASS



MALVERN MOD. FRONT ELEV.

1259 SANFORD ST.