

**City of Muskegon
City Commission Meeting
Agenda**

November 28, 2023, 5:30 pm

Muskegon City Hall

933 Terrace Street, Muskegon, MI 49440

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

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The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting with twenty-four (24) hours' notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or by calling the following: Ann Marie Meisch, MMC – City Clerk, 933 Terrace Street, Muskegon, MI 49440; 231-724-6705; clerk@shorelinecity.com

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- 1. Call To Order**
- 2. Prayer**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Honors, Awards, and Presentations**
 - 5.a Recognition of Outgoing Commissioners - 87th District State Representative Will Snyder**
- 6. Public Comment on Agenda Items**
- 7. Consent Agenda**
 - 7.a Approval of Minutes - City Clerk**

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WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 11/28/23	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the November 13, 2023 Worksession and November 14, 2023 Regular Meeting.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed:	
Amount Requested:	Budgeted Item: Yes ☐ No ☐ N/A ☐
Fund(s) or Account(s):	Budget Amendment Needed: Yes ☐ No ☐ N/A ☐
Recommended Motion: To approve the minutes.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☐

City of Muskegon

Work Session

Minutes

November 13, 2023, 5:30 pm

Muskegon City Hall

933 Terrace Street, Muskegon, MI 49440

Present: Mayor Ken Johnson
Commissioner Rachel Gorman
Commissioner Rebecca St.Clair
Commissioner Eric Hood
Commissioner Teresa Emory

Absent: Vice Mayor Willie German, Jr.
Commissioner Michael Ramsey

Staff Present: City Manager Jonathan Seyferth
City Clerk Ann Meisch

1. Call to Order

2. New Business

2.a Bebot Report - Manager's Office

Jamie Cross presented on the beach clean up efforts with GVSU's Bebot. Grand Valley State University's R.B. Annis Water Resources Institute (AWRI) is partnering with the Great Lakes Plastic Cleanup (GLPC). AWRI is one of four University partners in the region working on this project. As part of that partnership, AWRI has been using an innovative pollution cleanup technology, a remote-controlled beach cleaning robot, at Pere Marquette Park Beach. The BeBot robot, run by AWRI staff, removes debris from the beach, which is taken back to AWRI to be weighed and sorted. Wood and litter items are separated from the debris. Litter items are cataloged and separated by item, size, plastic and non-plastic material. This information is shared with the GLPC to create an inventory for areas throughout the Great Lakes Basin. Goodwill Industries of

West Michigan will be recycling the wood and plastic items removed from the beach. This presentation provides an overview of the project and results to date.

2.b Regional Transit Authority Resolution - Manager's Office

The Deputy City Manager has been participating with other municipalities in an effort to explore the establishment of a regional transit authority. Muskegon County wishes to transition its control of public transportation services to a new public transportation authority and are seeking confirmation and support from the municipalities who want to continue transit service. The West Michigan Shoreline Regional Development Commission and the Muskegon Area Transit System will be presenting on the topic at the work session.

Staff is seeking approval of a resolution of intent to join other municipalities in forming a regional transit authority which will establish articles of incorporation to meet requirements in Act 196.

Discussion took place regarding this item. This will be on the agenda for the November 14, 2023 for consideration.

2.c Local Street Reconstructions - DPW

Staff requests authorization for a change to the capital improvement plan and FY24 budget to allow for the reconstruction of several local streets using street fund reserves.

During discussions this past summer, the Commission expressed a desire to begin investing street fund dollars into local streets without any assessment or other cost implications to the homeowners. This is a shift from the current (although long-dormant) policy of local street work being funded by special assessments to the property owners (except the portions funded by underlying utility work).

Staff has reviewed many local streets throughout town for street condition, utility conditions, any related lead service line work and other factors. Staff recommends the following locations:

- New Street, Calvin to Evanston
- 2nd Street, Muskegon to Houston
- Millard Street, Lake Dunes to the west end
- Edgewater Street, Lakeshore to Thompson

Staff proposes to design Millard and Edgewater this winter and build in the spring, and to design New and 2nd in the spring for late summer and fall construction. This has the following impacts on FY24:

- \$325,000 for engineering and construction of Millard from Lake Dunes to the west end
- \$225,000 for engineering and construction of Edgewater from Lakeshore to Thompson
- \$50,000 for engineering of New Street (construction dollars will fall in FY25)
- \$25,000 for engineering of 2nd Street (construction dollars will fall in FY25)
- Total: \$625,000

To fund the improvements, staff proposes to increase the transfer from the Major Streets fund to the Local Streets fund by \$625,000, which is allowable under State of Michigan Act 51 rules. The Major Street fund is projected to have approximately \$5.5 million in reserves at the end of FY24, and will still have more than six months of funds in reserve if the transfer is approved.

Discussion took place regarding this item after the information was presented by Dan VanderHeide, Director of Public Works. This item will be on a future agenda for further consideration.

2.d Buster Keaton Public Art - Manager's Office

Deputy City Manager, LeighAnn Mikesell, presented information to the City Commission regarding options for a new public art piece honoring Buster Keaton.

The Downtown Arts Committee would like to install a sculpture honoring Buster Keaton in the artists' colony area of the Beachwood/Bluffton Neighborhood. This art work would be part of the ten pieces partially funded by the Muskegon City Public Art Initiative.

Two locations are being considered: Lakeshore at Edgewater and Lakeshore at Waterworks.

Ron Pesch also provided background and details, adding to the presentation, for Commission consideration.

2.e DPW Asset Management Software - DPW

Department of Public Works Director, Dan VanderHeide, presented information to the City Commission regarding Asset Management Software he would like to purchase for use at the Department of Public Works.

Staff has been investigating asset management software designed specifically for public works departments. These kinds of system track assets condition and maintenance practices and use department priorities and AI to recommend new maintenance tasks, replacement schedules and other valuable information. They also have the important benefit of including a work order management system that allows for electronic work order management, improving efficiency, providing better tools for tracking labor, equipment and materials, and increasing the data available for reporting and decisions.

Staff will presented such a system called Cartegraph, detailed the benefits it will provide to DPW's operations, explained how this system would interface with other City systems such as BS&A, and presented the short- and long-term costs of the system.

Discussion took place, this item will appear on the November 14, 2023 Agenda for Commission consideration.

2.f SafeBuilt Overview and Update on Short Term Rentals - Public Safety

Kathryne Leonard, from the City's Inspections Department (SafeBuilt) provided an overview and update of the Short Term Rental program that is managed by SafeBuilt.

Earlier this year, the city received questions and comments from residents and business owners interested in learning more about short-term rentals and its impact in our community. A STR Community Workshop was held on May 16th, 2023. The city has since created an online [Short-Term Rentals](#) link for residents to remain engaged on this topic. It includes additional information and issue updates, along with tools for the public to provide important feedback. At the July 10th worksession meeting it was discussed for staff to provide the commission with an overview of the functions of SafeBuilt and update in the fall on STRs.

3. Public Comment

Public comment was received.

4. Adjournment

The Work Session meeting adjourned at 8:34 p.m.

Motion by: Commissioner Hood

Second by: Commissioner St.Clair

To adjourn.

MOTION PASSES

5. CRC Immediately Following

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

City of Muskegon
City Commission Meeting
Minutes

November 14, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

Present: Mayor Ken Johnson
Commissioner Rachel Gorman
Commissioner Rebecca St.Clair
Commissioner Eric Hood (arrived at 7:15 p.m.)
Vice Mayor Willie German, Jr.
Commissioner Michael Ramsey
Commissioner Teresa Emory

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

1. Call To Order

Mayor Johnson called the City Commission meeting to order at 5:35 p.m.

2. Prayer

Pastor James O'Brien from Anchor Point Bible Church opened the meeting with prayer.

3. Pledge of Allegiance

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

4. Roll Call

As recorded above

5. Honors, Awards, and Presentations

5.a Introduce New Staff - Finance Clerk

Ken Grant, Finance Director, introduced his new staff person, Laurie Stephens. Laurie came to us from Muskegon County, started a couple weeks ago and is doing well.

5.b Introduce New Staff - Development Analyst

Jake Eckholm, Development Services, introduced Jocelyn Hines, Development Analyst. Jocelyn came to us from the Community Foundation.

5.c Employee Service Awards

Mayor Johnson and Commissioners congratulated and thanked city employees for various years of distinguished, loyal service - ranging from 5-35 years. Certificates of Appreciation were presented to those in attendance.

6. Public Comment on Agenda Items

Public comments were received.

7. Consent Agenda

Action No. 2023-117

Motion by: Commissioner Ramsey

Second by: Commissioner Gorman

To accept the consent agenda as presented, minus item 7.b, 7.c, 7.i, 7.j, and 7.k

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

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

7.a Approval of Minutes - City Clerk

To approve the minutes of the October 24, 2023 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

7.d Gaming Resolution - Friends of Hackley Public Library - City Clerk

Friends of Hackley Public Library is requesting Recognition as a non-profit in the City of Muskegon for the purpose of obtaining a charitable gaming license.

STAFF RECOMMENDATION: To approve the request from Friends of Hackley Public Library to be recognized as a non-profit in the City of Muskegon for the purpose of obtaining a charitable gaming license.

7.e Sale of 1141 Jefferson Street - Manager's Office

Staff is seeking approval of the sale of 1141 Jefferson Street. In late 2020, the commission approved an agreement with Community EnCompass to construct affordable homes. The goals of the agreement were to further our economic equity efforts and create diversity of housing price points as we build housing infill. The agreement has been amended over time, and the project is now part of our ARPA infill housing initiative and our scattered site brownfield. We have received a purchase agreement for the second home located at 1141 Jefferson Street. The offer is for \$180,000 with 3% toward seller concessions. The home was listed for \$199,900 and had been on the market for 88 days before an offer was received. The Community EnCompass board accepts the offer as reasonable given sale prices for other infill homes in the area.

STAFF RECOMMENDATION: To approve the purchase agreement for 1141 Jefferson Street.

7.f Sale of 169 McLaughlin Avenue - Manager's Office

Staff is seeking approval of the sale of 169 McLaughlin Avenue. 169 McLaughlin Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for \$12,094 over asking price with \$8,094 in sellers concessions. This results in a full price offer.

STAFF RECOMMENDATION: To approve the purchase agreement for 169 McLaughlin Avenue.

7.g DPW Asset Management Software - DPW

Staff requests authorization to enter into a contract with OpenGov for a three-year subscription and setup services to implement an asset management software system for DPW assets.

Cartegraph, a division of OpenGov (a government software services company), is an asset management software designed for public works. It tracks assets condition and maintenance practices and uses department priorities and AI to recommend new maintenance tasks, replacement schedules and other valuable information. It also has the important benefit of including a work order management system that will allow for

electronic work order management, improving efficiency at DPW, providing better tools for supervision of labor, equipment and materials, and increasing the data available for reporting and decisions.

Staff has evaluated several different software systems that do similar things to Cartegraph and has found that Cartegraph offers the most complete set of asset classes, a high and ever-increasing number of integrations to other software, an intuitive and customizable interface, and excellent customer support. CivicPlus, BS&A and other systems the City already uses do not offer a comparable software. Given the breadth of assets and operations our DPW deals with, Cartegraph is staff's recommendation. Cartegraph will be integrated with BS&A to allow billing and other financial information to flow back and forth, and IT agrees the two solutions should coexist well.

In discussions with Cartegraph's support staff, and due in part to the detailed asset information already available in the City's GIS database, the Water Distribution and Wastewater Collection components of the software should be prioritized and are the two specific groups of assets proposed for the first year of the contract. Other assets such as stormwater, sidewalks, fleet vehicles, buildings and facilities, parks assets and more will be brought to the Commission in future years as DPW's experience with the system increases and our understanding of which asset classes will most benefit improves.

This first year of the contract is higher than the annual cost of the software to allow Cartegraph staff to help DPW implement the software and develop customizations that will assist our operations. Additional asset classes added in the future will include similar higher costs in the year of implementation followed by reduced annual subscription fees after year one.

Attachments include the fees by year, the scope of work document which defines the implementation services, and the master services agreement which is the three-year legal contract. Percentage breakdown by DPW department were recommended by Cartegraph as follows based upon the Public Service Building paying for the base software cost and individual asset classes paying for specifics.

- Sewer (590): \$9,873 software annual cost + \$13,974.26 implementation services
- Water (591): \$9,873 software annual cost + \$13,974.26 implementation services

- Public Service Building: \$19,900 Base Subscription Fee + \$28,166.49 implementation services
 - o Note: This will be further split amongst many departments according to PSB rent.
 - o General fund cost will be \$6,610.33 in FY23, \$2,873.57 in FY24 and \$3,017.25 in FY26

Additional software and device costs are necessary to make the system function, including approximately \$20,000 for in-vehicle computer systems in the water department trucks, an increase of approximately \$25,000 annually for cell phones and service lines for all DPW employees (only about 1/3 are currently on the City's cell phone plan), and various other software services such as email addresses for all DPW employees totaling about \$12,000. These additional costs will be made following the purchasing policy and will be brought to the Commission, if applicable, in the future.

AMOUNT REQUESTED: FY23: \$95,761.00 - FY24: \$41,628.30
FY25: \$43,709.72

FUND OR ACCOUNT: As described above

STAFF RECOMMENDATION: To approve staff to enter into a contract with OpenGov for a three-year subscription and setup services to implement an asset management software system for DPW assets.

7.h Emergency City Hall Chiller Repairs - DPW

Staff seeks authorization to make emergency repairs to the chiller plant at City Hall. The chiller plant at City Hall, essentially the air conditioning unit, unexpectedly failed when a power surge hit the equipment following the explosion of a transformer. Many of the electrical components within the unit were affected and needed to be replaced. Staff reached out to American Mechanical Services of West Michigan, located just east of the City, and they agreed to repair the unit immediately.

The damage occurred earlier this fall and staff authorized the repairs as an emergency purchase under the procurement policy. The City Manager approved the expense. In accordance with the policy the purchase is being brought to the Commission for approval after-the-fact due to being over \$25,000.

AMOUNT REQUESTED: \$31,286.97

FUND OR ACCOUNT: 101-265 (City Hall Maintenance)

STAFF RECOMMENDATION: To authorize staff to make emergency repairs to the chiller plant at City Hall.

7.l Request to rezone 162 E Apple, 170 E Apple, 974 Spring, 971 Jay, and 151/157/171/181 Allen - Second Reading - Planning

Request to rezone 162 E Apple Ave, 170 E Apple Ave, and 974 Spring St from B-2, Convenience & Comparison Business to FBC, Neighborhood Core and to rezone 151/157/171/181 Allen Ave and 971 Jay St from R-3, High Density Single Family Residential to FBC, Neighborhood Core, by General Capital Acquisitions, LLC.

The properties are being rezoned to allow for affordable apartments. The Planning Commission recommended approval of the request by a 7-0 vote.

STAFF RECOMMENDATION: To approve the request to rezone 162 E Apple, 170 E Apple, 974 Spring, 971 Jay, and 151/157/171/181 Allen to Form Based Code, Neighborhood Core.

7.m Request to Rezone 550 W Grand Ave - Second Reading - Planning

Request to rezone the property at 550 W Grand Ave from FBC, Urban Residential to FBC, Neighborhood Core, by General Capital Acquisitions, LLC. The properties are being rezoned to allow for affordable apartments. The Planning Commission recommended approval of the request by a 7-0 vote.

STAFF RECOMMENDATION: To approve the request to rezone the property at 550 W Grand Ave to Form Based Code, Neighborhood Core.

7.n City Hall Operations Space Needs Analysis Contract - Development Services

Staff is requesting authorization to enter into a contract with Integrated Architecture in the amount of \$29,260 to complete a space needs analysis for City Hall operations that considers a potential move to the former Hackley Administration Building.

The City issued an RFP on October 5, 2023 to conduct a space needs analysis for City Hall operations. The analysis will compare the available space in both the current City Hall building at 933 Terrace Street and the former Hackley Administration Building at 349 W. Webster Avenue to

evaluate a potential move of City Hall staff and services to the former Hackley Administration Building.

Three (3) proposals were received and staff is recommending award of the services to Integrated Architecture, based on their experience with similar projects, and proposed timeframe for completion of the analysis. The bids received were as follows:

- Integrated Architecture – \$29,260
- DLZ Michigan, Inc. – \$39,000
- Short Elliott Hendrickson (SEH) – \$40,770

AMOUNT REQUESTED: \$29,260

FUND OR ACCOUNT: 701-801-80200

STAFF RECOMMENDATION: To authorize staff to enter into a contract with Integrated Architecture in the amount of \$29,260 to complete a space needs analysis for City Hall operations that considers a potential move to the former Hackley Administration Building.

7.o Contract - City Hall Floor Office Remodel - Development Services and Public Safety

Staff is requesting authorization to accept Tridonn Construction Company's bid in the amount of \$247,234.00 to build out the vacant office space on the second floor of City Hall to serve the Development Services and Public Safety Departments.

The first phase of the office remodel was completed in 2020 for the Development Services Department; with the addition of public engagement staff and new employees in Development Services, more space is needed. Additionally, the Detectives in the Public Safety Department plan to relocate to a portion of the vacant space. \$200,000 was budgeted in the Public Improvement Fund for the work. The City issued an RFP for the work on July 27, 2023 and three (3) proposals were received:

- Tridonn Construction – \$247,234
- Clifford Buck Construction – \$266,226
- Erhardt Construction – \$389,900

Staff is recommending award of the services to Tridonn Construction Company, which submitted the low bid for the work.

AMOUNT REQUESTED: \$247,234.00

FUND OR ACCOUNT: 701-801-80200

STAFF RECOMMENDATION: To authorize staff to accept Tridonn Construction Company's bid in the amount of \$247,234.00 to build out the vacant office space on the second floor of City Hall to serve the Development Services and Public Safety Departments.

7.p DDA and District Library Member Appointments - City Clerk

Consider appointment of:

- Andrew Boyd to the DDA/BRA/TIFA Board for a partial term expiring 01/31/2025
- Thomas DeVoogd to the District Library Board for a term expiring 06/31/2027.

DDA/BRA/TIFA liaison requested consideration of Andrew Boyd, business owner in the district, to a term vacated by the resignation of Michael Johnson, Sr. Hackley Public Library Board of Trustees President recommended Thomas DeVoogd, citizen, to the District Library Board for a term vacated at the expiration of Clayton Hardiman's regular term in June 2023.

STAFF RECOMMENDATION: Support the recommendation of city staff, Library Trustee and Community Relations Committee to appoint both applicants.

7.b Local Officers Compensation Commission Recommendation - City Clerk

The City of Muskegon's Local Officers Compensation Commission met on October 16, 2023 and are recommending a salary increase of \$600 for the Mayor (\$8,600 to \$9,200) and \$600 for City Commissioners (\$6,900 to \$7,500). The LOCC is also recommending an increase in the budget for training, education, and travel from \$1,500 to \$2,000 and \$750 to \$1,000 respectively.

AMOUNT REQUESTED: \$6,200

FUND OR ACCOUNT: 101-101-702

STAFF RECOMMENDATION: To concur with the recommendation of the Local Officers Compensation Commission.

Action No. 2023-118(b)

Motion by: Commissioner St.Clair

Second by: Commissioner Gorman

To concur with the recommendation of the Local Officers Compensation Commission.

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

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

7.c Early Voting Plan - City Clerk

Michigan enacted early voting with prop 22-2 which is required to be in place by the Presidential Primary election in February 2024. Early voting can be conducted by single municipality and/or in partnership. To provide City of Muskegon residents with every possible opportunity to register to vote or cast their ballot, it is recommended that the Commission adopt a Voting Plan for Single Municipality and County Participating. Muskegon County will have one site for all county residents at their Marquette Campus and City of Muskegon will have one site at City hall for all City of Muskegon residents. The initial election costs include 100% of the purchase of designated early voting equipment used at the city and shared costs of equipment used by the county with an anticipated 40% equipment grant reimbursement from the State. Administration of future elections will be funded wholly by the city for the single early voting site and shared equally among the participants of the county site. It is estimated the cost to participate with the County in February will be \$7,603 and for the City to do it alone will be \$20,148.

AMOUNT REQUESTED: \$30,000

FUND OR ACCOUNT: 101-215-729

STAFF RECOMMENDATION: To approve the 9 day early voting plan for the City of Muskegon at City Hall and with the County building and authorize the expenditures of \$30,000.

Action No. 2023-118(c)

Motion by: Commissioner St.Clair

Second by: Commissioner Ramsey

To approve the 9 day early voting plan for the City of Muskegon at City Hall and with the County building and authorize the expenditures of \$30,000.

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

ABSTAINED: (1): Commissioner Hood

MOTION PASSES (6 to 0)

7.i Pere Marquette Restroom RFP - DPW

Staff is requesting authorization to enter into an agreement with MCSA Group for \$65,479 for design and construction services related to the Pere Marquette South Restroom.

The city issued an RFP on October 5, 2023 seeking proposals from qualified firms for design and construction services for the Pere Marquette South Restroom.

Five (5) proposals were received and staff is recommending award of the services to MCSA Group, the highest scoring firm based on qualifications of team, understanding of the requested services, the priced proposal, and location of the firm. MCSA Group has significant experience in the design and construction of similar park restroom facilities including historic rehabilitation work, the ability to complete the work plan on time, and offers a good value.

The scores of the proposals received are as follows:

- 924 – MCSA Group
- 857 – Short Elliot Hendricksen (SEH)
- 813 – Fleis & Vandenbrnk
- 717 – Architects Collaborative Design Partnership
- 648 – Driven Design

AMOUNT REQUESTED: \$65,479 (\$700,000 Project Budget)

FUND OR ACCOUNT: 445 (Public Improvement)

STAFF RECOMMENDATION: To authorize staff to enter into an agreement with MCSA Group for \$65,479 for design and construction services related to the Pere Marquette South Restroom.

Action No. 2023-118(i)

Motion by: Commissioner Ramsey

Second by: Commissioner St.Clair

To authorize staff to enter into an agreement with MCSA Group for \$65,479 for design and construction services related to the Pere Marquette South Restroom.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

7.j Regional Transit Authority Resolution - Manager's Office

Staff is seeking approval of a resolution of intent to join other municipalities in forming a regional transit authority which will establish articles of incorporation to meet requirements in Act 196.

The Deputy City Manager has been participating with other municipalities in an effort to explore the establishment of a regional transit authority. Muskegon County wishes to transition its control of public transportation services to a new public transportation authority and are seeking confirmation and support from the municipalities who want to continue transit service. By adopting the attached resolutions, we are committing to work with the other municipalities in developing and filing the articles of incorporation for this new authority.

STAFF RECOMMENDATION: To approve the resolution of intent to participate in Act 196 authority and authorize the clerk to sign.

Action No. 2023-118(j)

Motion by: Commissioner Ramsey

Second by: Vice Mayor German

To approve the resolution of intent to participate in Act 196 authority and authorize the clerk to sign.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

7.k Concession Contract Mac Kite - Parks & Recreation

Renewal of Mac Kite brick & mortar concessionaire agreement. Per concession policy, Steve Negen of Mac Kite operating out of South Pere Marquette, qualifies for up to a 5-year contract extension for brick & mortar concessionaires. The business will be giving lessons on Wing Foil and Efoil equipment per their proposal. The contractual fees for a brick and mortar at this location is set at \$1,000/Year + 10% of gross receipts or \$2,500/Year, whichever is expected to be more.

STAFF RECOMMENDATION: To grant staff permission to extend the contract of Mac Kite through April of 2029.

Action No. 2023-118(k)

Motion by: Commissioner Ramsey

Second by: Commissioner Emory

To grant staff permission to extend the contract of Mac Kite through April of 2029.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

8. Public Hearings

9. Unfinished Business

10. New Business

10.a Conflict of Interest Disclosure for Employee Request -Community & Neighborhood Services

Seeking approval to waive conflict pursuant to City Charter and State Law. City staff will be seeking to submit a request to the Department of Housing and Urban Development for an Exception for a Conflict of Interest for the City of Muskegon Community and Neighborhood Services (CNS) Department Priority Home Repair Program.

Under State law, a contract between a public entity and a public servant is permissible in this particular case when:

- The public servant discloses in writing to the Mayor, seven days prior to City Commission action, their interest in the issue and the value of benefits to be provided by the City;
- The official body discloses a summary of the transaction in its official minutes.

Where a “conflict of interest” does exist pursuant to the City Charter, the City may still enter into the contract if all the following occurs:

- The City Commission declares that it is in the best interest of the City to enter into the contract.

The City Attorney and employee letter is in the packet.

AMOUNT REQUESTED: \$1,944.75 not to exceed \$3,000.

FUND OR ACCOUNT: 472-718-801

STAFF RECOMMENDATION: To waive the conflict of interest pursuant to City Charter and State Law and request the Department of Housing and Urban Development for an exception approve the request of Conflict of Interest Exception for the City of Muskegon Community and Neighborhood Services Department Priority Home Repair Program.

Action No. 2023-119(a)

Motion by: Commissioner Ramsey

Second by: Commissioner Hood

To waive the conflict of interest pursuant to City Charter and State Law and request the Department of Housing and Urban Development for an exception approve the request of Conflict of Interest Exception for the City of Muskegon Community and Neighborhood Services Department Priority Home Repair Program.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

10.b Fire Engine Replacement Purchase - Fire Department

The Fire Department seeking approval to purchase a firefighting pumper apparatus to replace a 2010 fire apparatus.

The Fire Department is seeking approval to purchase 2023 Spartan Star Series pumper from CSI Emergency Apparatus LLC of Graying Michigan for \$972,276.00. This pumper will replace Engine 25, a 2010 Spartan Metro Star with 137,043 miles. The mandatory replacement for frontline fire apparatus is 15 years. The expected delivery date of this purchase is approximately 600 days or June of 2025.

We did receive a bid for a Pierce Enforcer from Halt Fire of Wixom Michigan for \$1,167,753.00.

Sutphen Fire Apparatus of Dublin Ohio stated they would not be taking orders until January of 2024.

A mandatory diesel emissions standard will go in effect in 2024. Manufactures are warning of a \$150,000 price increase to meet the new emissions standards.

AMOUNT REQUESTED: \$972,276.00

FUND OR ACCOUNT: 101-336-977

STAFF RECOMMENDATION: To approve staff to enter into a purchase agreement with CSI Emergency Fire Apparatus for a 2023 Spartan Star pumper.

Action No. 2023-119(b)

Motion by: Commissioner St.Clair

Second by: Vice Mayor German

To approve staff to enter into a purchase agreement with CSI Emergency Fire Apparatus for a 2023 Spartan Star pumper.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

10.c Final Planned Unit Development Approval - 2400/2850 Lakeshore Drive

Request for final Planned Unit Development approval at 2400 and 2850 Lakeshore Dr for a mixed-use development including residential and commercial, by Parkland Acquisition Six, LLC. The Planning Commission recommended approval of the PUD, with conditions, by a 6-0 vote at their November 6 meeting.

STAFF RECOMMENDATION: To approve the request for final Planned Unit Development approval at 2400-2850 Lakeshore Dr, contingent upon the acquisition of the property by Parkland Acquisition Six, LLC based on the PUD review standards listed in Article 21, number 1, part C - 1 through 7 of the zoning ordinance, with the following conditions:

1. A traffic study be conducted, reviewed, and published by the Public Works Director.
2. A stormwater permit is granted from the Engineering Department.
3. A utility plan is approved by the Public Works Director.
4. All applicable permits from various State Departments are obtained.
5. A revised plan showing fire access to the marina slips is approved by the Fire Marshall.
6. A landscape management plan will be submitted and approved by DPW Director inclusive of the natural vegetation zone.

Action No. 2023-119(c)

Motion by: Commissioner Gorman

Second by: Commissioner Emory

To approve the request for final Planned Unit Development approval at 2400-2850 Lakeshore Dr, contingent upon the acquisition of the property by Parkland Acquisition Six, LLC based on the PUD review standards

listed in Article 21, number 1, part C - 1 through 7 of the zoning ordinance, with the following conditions:

1. A traffic study be conducted, reviewed, and published by the Public Works Director.
2. A stormwater permit is granted from the Engineering Department.
3. A utility plan is approved by the Public Works Director.
4. All applicable permits from various State Departments are obtained.
5. A revised plan showing fire access to the marina slips is approved by the Fire Marshall.
6. A landscape management plan will be submitted and approved by DPW Director inclusive of the native vegetation zone.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

10.d 1st Quarter Budget Reforecast - Finance

At this time staff is asking for approval of the 1st Quarter Budget Reforecast for the FY2023-24 budget year.

Highlights of 1st Quarter Budget Reforecast:

101 General Fund Revenues:

There are no amendments for revenue for 1st Quarter. We are going to take a deeper look at revenue in the 2nd quarter due to 1st quarter only having 3 months of activity.

Expenditures:

City Commission Dept 101-Increase expenditures by \$5,602 due to passage of increase in Salary & Benefits from Local Officer Compensation Board.

City Promotions & Public Relations Dept 103-Increase of \$14,000 for newsletter print cost, Watch Donation, and Lakeside Bid Donation.
Decrease of \$39,448 to move intern's salary to Managers Office.

City Manager Dept 172- Increase of \$42,308 due to moving Intern from Promotions, Human Resource Office buildout, and Human Resource Computer.

Information Systems Dept 228-Increase of \$30,800 for BSA Cloud down-payment (Passed by Commission on September 26,2023).

Contributions Dept 252-Increase \$5,000 for Lakeside Bid Fall Festival.

City Hall Maintenance Dept 265-Increase expenditures by \$10,000 due to increase in water rates.

Planning Dept 701- Total increase of \$35,000. Of which \$24,000 is for a possible Planner 3 position. \$10,000 is for conference and training that was inadvertently omitted from the original budget. \$1,000 is an increase in office supplies.

Capital Projects Dept 901-Increase of \$60,000 for the second-floor remodel.

202 Major Streets Fund Revenues:

There are no amendments for Revenue.

Expenditures:

Added \$40,000 for intersection repairs at Getty and Marquette.

203 Local Streets Fund Revenues:

There are no amendments for Revenue.

Expenditures:

Increased by \$625,000. \$275,000 each for Millard and Edgewater. \$75,000 for engineering of New and 2nd street.

Brownfield & DDA Funds Revenues:

Increase of revenue by \$168,500 for treasurers' projections of current year tax roll.

Expenditures:

Decrease of \$2,400 due to treasurers' projections of current tax roll.

254 Trinity Health Arena Fund Revenues:

Increase Annex Revenue by \$13,000 due to number of therapists operating.

Expenditures:

Increase of \$15,040 for arena glass and ADA.

445 Public Improvement Fund Revenues:

There are no amendments to Revenue.

Expenditures:

Increase by \$60,000 for Nelson House Move and \$400,000 for PM South Restroom.

590 Sewer Fund Revenues:

There are no amendments to Revenue.

Expenditures:

Increase expenditures by \$280,318 for City Service Fee and Utility Administration Fee.

591 Water Fund Revenues:

There are no amendments to Revenue.

Expenditures:

Increase of \$1,078,667 for bond payments and expenditures.

677 General Insurance Fund Revenues:

There are no amendments to Revenue.

Expenditures:

Increase of \$4,103.50 for Masks, MERS Conference, JJ Keller Increase, and EAWM table increase.

AMOUNT REQUESTED:

101 General Fund increase expenditures by \$163,262.00

202 Major Street Fund increase expenditures by \$40,000.00

203 Local Street Fund increase expenditures by \$625,000.00

254 Trinity Health Arena Fund increase revenue by \$13,000.00

254 Trinity Health Arena Fund increase expenditures by \$15,040.0

445 Public Improvement Fund increase expenditures by \$640,000.00

590 Sewer Fund increase expenditures by \$280,318.00

591 Water Fund increase expenditures by \$1,078,677.00

677 General Insurance Fund increase expenditures by \$4,103.20

FUND OR ACCOUNT: Multiple

STAFF RECOMMENDATION: To approve the 1st Quarter FY2023-24 Budget Reforecast as presented.

Action No. 2023-119(d)

Motion by: Commissioner Ramsey

Second by: Commissioner Hood

To approve the 1st Quarter FY2023-24 Budget Reforecast as presented.

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

Absent (1): Commissioner Emory

MOTION PASSES (6 to 0)

11. Any Other Business

12. Public Comment on Non-Agenda items

Public comments were received.

13. Closed Session

13.a Discuss Pending Litigation

Action No. 2023-120

Motion by: Commissioner St.Clair

Second by: Commissioner Emory

To go into Closed Session to consult with our attorneys regarding settlement strategy in connection with Stephen Pase v Mason Adkins, United States District Court for the Western District of Michigan, Southern Division, Case No. 1:22-CV-667-PLM-PJG because an open meeting would have a detrimental financial effect on the settlement position of the City of Muskegon.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

Motion by: Commissioner St.Clair

Second by: Commissioner Hood

To go out of Closed Session.

MOTION PASSES

Motion by: Commissioner Hood

Second by: Vice Mayor German

To pay the proposed settlement.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

14. Adjournment

The City Commission meeting adjourned at 10:28 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 28, 2023	Title: Cellular Water Tower Lease Negotiations
Submitted By: Dan VanderHeide	Department: Water
Brief Summary: Staff requests authorization to enter into an agreement with Maralat Communications to authorize them as the City's exclusive lease negotiation consultant for three cellular antenna leases on the City's water towers.	
Detailed Summary & Background: In the past, City staff has negotiated leases with cellular companies that allow them to place antennas on our water towers for a fee. Based on the recent positive experience with Maralat Communications, staff reached out and solicited a proposal from them to act as the City's exclusive lease negotiation consultant during three ongoing lease negotiations. While staff has undoubtedly done a good job in the past, both Maralat and staff are confident that a professional lease negotiator will secure the best market rates available and increase the overall fees the City will be paid compared to staff-negotiated leases. Although the agreement refers to four locations, two towers are under one lease so only three leases are proposed for negotiation at this time. The fees are based on the terms Maralat is able to obtain for the City, so the City and Maralat both benefit from strong negotiation. Staff has estimated the fees (based on 5% of the total fees negotiated in the first term of each lease) at \$49,470 based on our current lease rates, but the actual fees will be based on the new lease rates and are capped at \$75,000 (based on the negotiation of three leases each capped at \$25,000 in fees). While this is an unbudgeted expense, staff and Maralat are confident the cost will be covered by the additional rates that will be negotiated compared to the staff-negotiated leases.	
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices and infrastructure	
Amount Requested: \$75,000 (Estimated at \$49,470 but Capped at \$75,000)	Budgeted Item: Yes ☐ No ☒ N/A ☐
Fund(s) or Account(s): 590 (Water)	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: I move to authorize staff to enter into an agreement with Maralat Communications to authorize them as the City's exclusive lease negotiation consultant for three cellular antenna leases on the City's water towers.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting: Yes ☐ No ☒

MARALAT

COMMUNICATIONS LLC

Tim Romanowski
Managing Member
734.787.1100

15739 Churchill
Southgate, MI 48195

EXCLUSIVE LEASE NEGOTIATION CONSULTANT CONTRACT

This “**exclusive lease negotiation consultant**” agreement is made this 30th day of October, 2023 between Maralat Communications, LLC/Timothy K. Romanowski (hereinafter referred to as the Consultant); with an address of 15739 Churchill, Southgate, Michigan 48195 and the City of Muskegon, with an address of 933 Terrace Street, Muskegon, Michigan 49441 (hereinafter referred to as “the City”).

Whereas the City wishes to retain the exclusive services of the Consultant to negotiate the inception and/or renewal of site telecommunication leases for the city at the following specific locations and other future locations at the option of the city:

1. Water Tower located at 275 Marshall Street, County of Muskegon
2. Water Tower located at 719 Nims Street, County of Muskegon
3. Land lease at “**Muskegon County APN: 24-133-400-0013-00**”.
4. Water Tower located at 1596 Superior Street, County of Muskegon

and,

Whereas the consultant is a licensed real estate broker for the State of Michigan and is also an experienced telecommunications developer and project manager,

Both the city and the consultant now wish to enter into this agreement whereby the consultant will negotiate the telecommunication site leases and/or land lease renewals referenced above in a fiduciary capacity for the best interest of the city, and any other additional leases that the city may decide to include in this agreement. The city may add additional leases for the consultant to negotiate, by reference of a letter of inclusion or an email referencing the inclusion of additional leases in this agreement. Such communication would then be confirmed by the consultant.

As consideration for the efforts of the consultant to negotiate with and/or meet with as necessary, telecommunication carriers on behalf of the city, the City hereby agrees to pay the consultant a commission of five percent (5%) of the aggregate lease amount for the initial lease term of each individual lease and all additional monies and/or fees paid to the city during the initial lease term, with the total commission not to exceed \$25,000.00 for any one lease. The consultant fee or commission shall be paid in full to the consultant upon the execution of the referenced lease or lease renewal.

This exclusive agreement between Maralat Communications, LLC/Timothy K. Romanowski as consultant and the City of Muskegon shall be in effect for a period of one year from the date of full execution of this agreement and shall automatically renew at each one year anniversary of the date of full execution unless a NOTICE OF CANCELLATION has been sent by either party to the other, provided that no such notice can take effect if it is sent during any ongoing communication and/or negotiation by the consultant with a telecommunications carrier on behalf of the city. The NOTICE OF CANCELLATION may be sent by either party via first class mail or email.

MARALAT

COMMUNICATIONS LLC

Tim Romanowski
Managing Member
734.787.1100

15739 Churchill
Southgate, MI 48195

As the undersigned below, Jonathan Seyferth hereby warrants and affirms that he is authorized to execute this agreement on behalf of the City of Muskegon.

Timothy K. Romanowski
Maralat Communications, LLC | Managing Member
Consultant
Dated:

Jonathan Seyferth
City of Muskegon | City Manager
Dated:

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: November 28, 2023	Title: PFAS Settlement
Submitted By: Dan VanderHeide	Department: Water Filtration
Brief Summary: Staff requests concurrence on the decision to remain a part of class-action lawsuits against 3M and DuPont.	
Detailed Summary & Background: The class action suits and associated settlement is for contaminated drinking water only (not PFAS contamination in the environment). There are two separate settlements, one from 3M and one from Dupont. The settlement is divided into phases, and we qualify for money allocated in the first phase due to PFAS detections in our source water prior to June 22, 2023. Opt-out deadlines for both settlements are in early December of this year. A score will be calculated to determine how the funds will be allocated. The score will include the size of the source (production capacity and actual capacity) and the levels of PFAS detected. Our source water PFAS detections have mostly been in the range of 0-3 ppt, below the current and proposed maximum contaminant levels (MCLs) for drinking water. We did have one abnormally high source water sample from April 2022: PFOA 13 ppt (Michigan MCL 8 ppt, EPA proposed MCL 4 ppt) and PFOS 4 ppt (Michigan MCL 16 ppt, EPA proposed 4 ppt). This should work in our favor, but to what extent is hard to say. Money will also be set aside for additional claims until 2030 if our source was to exceed an MCL. This violation of an MCL could be due to either an increase in PFAS levels or a decrease in the MCL. There are no conditions on how the funds need to be spent, however we will not know the amount until after the opt-out deadline. The City attorney has recommended we remain in the settlement based on a very low chance of receiving more funds than the settlement if we were to opt out. More information is available at the website: https://www.pfaswatersettlement.com/	
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices and infrastructure	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): 591 (Water)	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: I move that the City of Muskegon remain a part of class-action lawsuits against 3M and DuPont.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting: Yes ☐ No ☒

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 28, 2023	Title: Special Event Policy
Submitted By: Jacqui Erny	Department: Public Works
Brief Summary: Staff is seeking approval to the proposed changes to the Special Event Policy.	
Detailed Summary & Background: Included is the Special Event Policy with proposed changes. Changes include: • Applications need to be submitted at least 45 days in advance to allow enough time for staff to review and approve event requests. Then staff communicates to the event conditions that must be met for the event to be held. Many of these conditions must be two weeks before the event is held. • Application fee changes to simplify the fee structure. • Providing food vendor requirements in policy as suggested by the Fire Marshal. • Increasing the footprint of who is notified when a street is closed. • Begin to offer card board trash bins for events to use so events have an option of a trash receptacle they could pick up or have delivered for free. • Increase fee for trash cans/bins to cover costs. • Picnic Tables will no longer be rented and delivered by staff. A group of tables will be available for events to pick up and return for free. • No longer offer an hourly rate to have a liquor license in Hackley Park. Only one event can occur in the park per day. • Remove fee for using bike and walking paths. Using the bike path is encouraged versus using a street. • Change Pere Marquette Use fees to be year-round and based on area zones instead of number of attendees. Basing the fees on attendees is difficult to determine and can change year to year. Zone based fees will help events know their fees when applying and can encourage events to move to a less populated area of the beach. • Change Pere Marquette user fees to daily fees and have different fees for weekends vs weekdays. Daily fees can encourage events to have a faster setup and tear down period. Lower weekday fees can encourage events to move to a weekday to save money and have less fees during their setup period. • Increase parking fees in lots around Pere Marquette. The impact of events at the beach is significant for availability of parking. As many spaces as possible should be left available to residents and visitors.	
Goal/Focus Area/Action Item Addressed: Proceed with events and activities.	
Amount Requested: NA	Budgeted Item: Yes ☐ No ☐ N/A ☒

Fund(s) or Account(s): NA	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: I move to approve changes to the Special Event Policy.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

CITY OF MUSKEGON SPECIAL EVENT POLICY



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

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

SPECIAL EVENT APPLICATION PROCEDURE

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

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

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

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

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

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

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

picnicking during this holiday.

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

II. Event Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Special Event Application Processing

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

(b) **Event Approval.** The City will issue a conditional approval or denial no later than 30 days after the Application date whenever possible. Preliminary approval may be given to allow the applicant to advertise the event, with final details to be worked out with staff. An approval letter will be issued, listing conditions of approval.

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

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

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

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

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

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

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

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

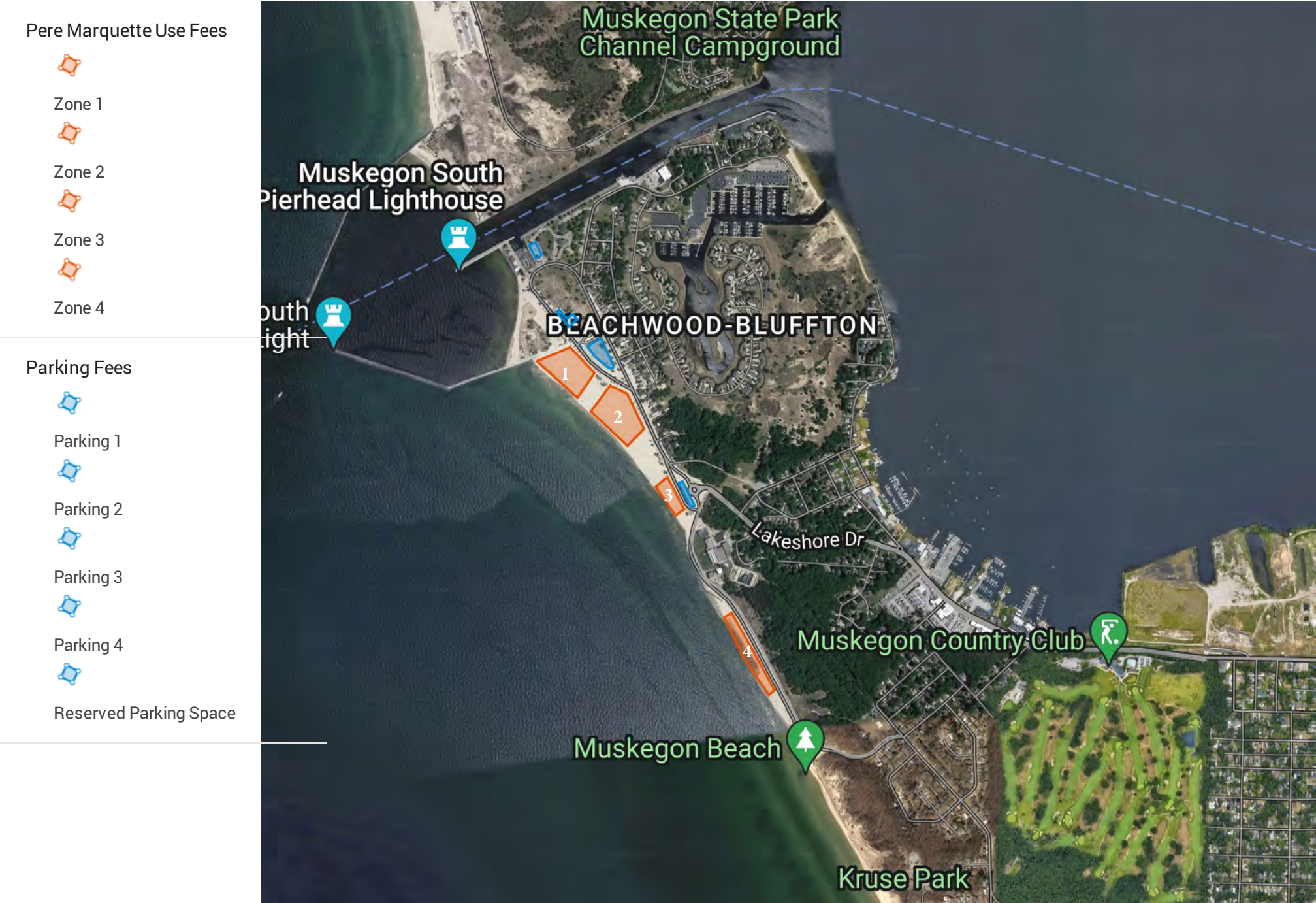
(h) **Site Plan.** The City may require submittal of a site plan showing the event grounds and the location of tents, vendors, portable toilets, and other structures.

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

ITEM / SERVICE	RENTAL FEE (plus labor if necessary)
55-gallon metal trash can 55 gallon metal trash can or Cardboard Bins (cardboard delivered for free)	\$510.00 each
Plastic trash bags (1 case)	\$40.00 per case or actual cost
Standard Traffic Cone	\$1.00 each
Tall "Grab" Cone	\$3.00 each
Picnic tables	\$10.00 each
Fire hydrant use (installation & removal of hydrant tree, water testing, and water usage)	\$100.00 flat rate per hydrant
DPW/Parks personnel labor costs (Transportation of Barricades/Cones/tables, etc)	\$60.00/hour <u>(\$120/hour for Sundays and holidays)</u> Truck/ trailer rental may also be charged
PUBLIC SAFETY SERVICES / FEES	
NOTE: Liquor License fees are lowest when applied for at least 45 days in advance of the event date. <i>Liquor licenses will not be issued within 15 days of an event.</i>	
Special liquor license (non-profit)/New event	\$150.00 (if applied for at least 45 days in advance of event)
Special liquor license (non-profit)/Return event Organization located outside City of Muskegon	\$125.00 (if applied for at least 45 days in advance of event)
Special liquor license/Return event, in-City rate	\$ 75.00 (if applied for at least 45 days in advance of event)
Special liquor license (all) within 15-44 days of event	\$250.00
Liquor license/Temporary authorization - existing business/club	\$40.00 (\$60 if within 15-44 days of event)
Public safety labor charges (police/fire/medical)	\$60.00 per hour (time and ½)
Public safety labor charges (police/fire/medical)	\$120.00 per hour (triple time/holidays)
INSPECTIONS	
Inspection of assembly tent	\$50.00 (if multiple tents, contact building official for fees)
Electrical or plumbing inspections	Contact the building inspection department to see if these are required
Fire Department inspection of food trucks	Included with application fee
PARK USE FEES	
Hackley Park exclusive use fee with Liquor License	\$100/hour or \$500/day
Hackley Park use fee per quadrant	\$50/day per quadrant
Harbour Towne Beach user fee	\$1500.00 per event
Trail bicycle/walking paths	\$200 per event
Pere Marquette Park user fees (applicable May 15 through September 15) <u>Costs are per day</u>	
<u>Zone 1 Events less than 100 people</u>	<u>\$100 per event \$400 weekdays; \$600 Sat, Sun, and Holidays</u>
<u>Zone 2 Events with 100 - 250 people</u>	<u>\$200 per event \$300 weekdays; \$450 Sat, Sun, and Holidays</u>
<u>Zone 3 Events with 250 - 500 people</u>	<u>\$350 per event \$200 weekdays; \$300 Sat, Sun, and Holidays</u>
<u>Zone 4 Events with 500 - 2000 people</u>	<u>\$500 per event \$100 weekdays; \$150 Sat, Sun, and Holidays</u>
<u>Events with a Liquor License</u> <u>Events over 2000 people</u>	<u>\$1500.00 per event (includes 20 reserved parking spaces) \$1,500 per day</u>
Parking spaces for event use	<u>\$40-15</u> per parking space reserved per day <u>(max 15 spaces)</u> and each vehicle must have Beach Parking pass
Exclusive use fee of Ovals parking lot area	<u>\$250-1,000</u> per day and each vehicle must have Beach Parking pass

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

Pere Marquette Fees





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 28, 2023	Title: Janitorial Services
Submitted By: Dan VanderHeide	Department: DPW

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

Detailed Summary & Background:

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

City Hall

- Goodwill Industries-\$177,520.09
- Reliant Professional Cleaning-\$347,845.00
- Detail XPerts-\$141,000.00
- Professional Building Services-\$137,280.00
- Cleaning by Francisca-\$945,360.00

Public Service Building

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

Water Filtration Plant

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

Trinity Health Arena (Assuming 45 Events per year)

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

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

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

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

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

Goal/Focus Area/Action Item Addressed: Sustainability in financial practices and infrastructure

Amount Requested:
\$691,301.85 (3 years)
*Additional Budget of \$14,189.92 for FY 23/24

Budgeted Item:
Yes ☒ No ☐ N/A ☐

Fund(s) or Account(s):
101-265-801, 642-441-801, 591-558-801, 254-806-801

Budget Amendment Needed:
Yes ☒ No ☐ N/A ☐

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

Approvals:

Immediate Division Head	☒
Information Technology	☐
Other Division Heads	☐
Communication	☐
Legal Review	☐

Guest(s) Invited / Presenting:

Yes ☐

No ☒

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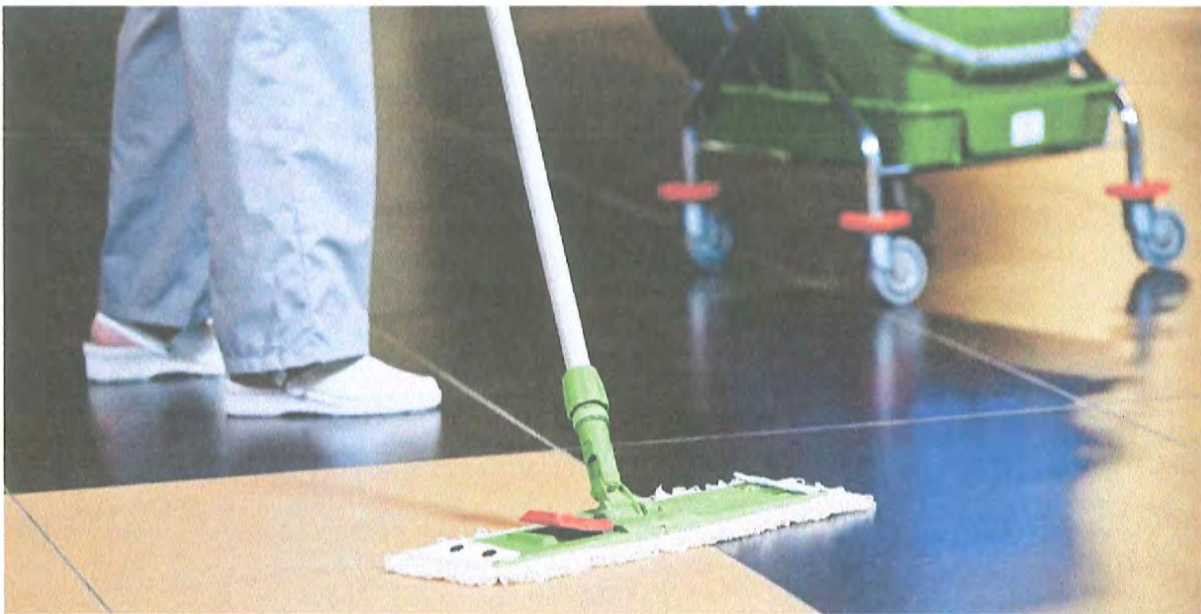
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Company Profile



Professional Building Services LLC

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We at Professional Building Services LLC appreciate the opportunity to present this proposal for commercial cleaning services.

We have a reputation of providing excellent service to our customers. Removing the burden associated with cleaning needs at a cost-efficient program. Each of our custodial programs are tailored to the needs of our client. This ensures we deliver quality service at mutually beneficial budgetary goals.

Our mission

- Bring exemplary cleaning service at a reasonable cost to the market
- Be a leader with cutting-edge technology in the building maintenance industry
- Be a good employer in the community in which we serve

We firmly believe that by contracting your commercial cleaning needs with Professional Building Services LLC you will receive superior quality service at a cost-effective rate.

Our proposal includes all the information requested plus a description of our value-added services, all of which we hope will convince you to place your confidence in us.

Company:

Professional Building Services LLC

1540 Hendrick Rd

Norton Shores MI 49441

Phone: 810-287-6777

Authorized Representative:

Marge Nichols – Sales Manager

Phone: (231) 736-0699

Email: marge.pbs@gmail.com

Professional Building Services LLC

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Professional Building Services LLC

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Company Profile

Who we are:

Professional Building Services LLC has been providing commercial custodial services and building maintenance needs for over 40 years.

- Our corporate office is located in Muskegon MI and has Division Offices located throughout Michigan.
- Our leadership offers over 50 years of combined experience in the commercial/industrial custodial industry.
- We serve a variety of customers throughout Michigan and are very proud of our high retention rate.
- We provide comprehensive programs that ensure quality, dependable cleaning.
- We deliver quality service at a reasonable cost to each of our valued customers.
- We pride ourselves in maintaining strong customer contact through our Divisional Partners.

Services we provide:

Weekly Custodial Services
Stripping & Refinishing Floors
Window Cleaning
Carpet Cleaning
Power Washing
Disinfecting Services

Housekeeping & Office Cleaning
Cleaning Plant Walls & Ceilings
Electrostatic Disinfectant Spraying
Constructions Cleanup
Parking Lot Cleanup
Deep Cleaning

Our Customers:

Medical Facilities
Dental Offices
Legal Offices
Commercial Offices
Industrial Plants

Property Management Companies
Schools
Municipalities (Federal, State, Local)
Banks
Credit Unions

We thank you for the opportunity to serve you.

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We know PBS will meet and exceed your expectations!

Staffing & Management

Hiring Process

Our philosophy concerning employees is to hire good people full-time and pay competitive wages. All prospective employees must complete a two-tier selection process that includes multiple interviews and past work history checks. Our management staff then personally conducts a hands-on training program custom designed for each building. All new hires are placed on a 90-day trial period. We get applicants from Indeed, facebook, craigslist, our webpage and referrals from existing staff.

Drug Testing

We conduct pre employment and random drug testing on our staff.

Criminal Background Checks

All potential employees undergo a complete criminal background check with the Michigan State Police. We have a strict policy regarding the results. We require a clear record, period.

Employee Training, Education and Development Programs

The leadership of Professional Building Services sincerely believes that the success and future growth of the organization lies in the continuing development of its staff from both a professional and personal perspective.

Our training and education is two-fold: 1) Initial Orientation and 2) Safety and on-going education. These programs address both general and specific to site information to ensure that Professional employees are trained and qualified for the activities they perform.

General Education Programs:

1. Orientation
General Instruction for all new hires:
 - a. Professional Building Services LLC policies and procedures
 - b. General Safety (body mechanics, equipment, products)
 - c. MSDS Material Safety Data Sheet (right to know)
 - d. Confidentiality
 - e. Customer Service/Professionalism
 - f. Quality Assurance/Performance Measurements
 - g. Reporting Injuries
 - h. Proper Waste Handling
2. Infection Control Training for all new hires who work in healthcare/clean Room environment facilities:
 - a. Universal Precautions

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- b. Proper hand washing
- c. Regulated medical waste handling

Retention Rate

We are very proud of the high retention rate of our employees. We attribute this to our selection process, the respect we show our staff, our fair evaluation, and our competitive wages and incentives programs.

Emergency Support

The entire management team of Professional Building Services LLC is available by phone, text or email 24/7.

Clock-In System

PBS Staff is required to clock-in with PBS Management via our text-based clock in system. If we do not get notification that staff has shown up within 30mins of scheduled start of service our back-up staff is alerted to cover the service.

Coverage Plan in the Event of Employee Absence

We employ backup staff in each area we service to cover open shifts. Backup staff are trained in the requirements of the buildings they will be covering and are required to inspect job sites monthly to stay familiar with each facility.

Coverage Plan in the Event of Management Absence

When a member of our management staff is absent, either a person in the same capacity or one at the next level up is responsible for covering that position. I.e. when a site-supervisor is absent, the manager covers, when a manager is absent, another manager provides coverage.

Management Development Plan

Our management team has come to us with several years of experience. We are continually improving the quality of service our managers & supervisors provide. PBS Management is required to participate in our Management Development Program that includes the following components:

1. Human Resources
 - a. Policies/Procedures
 - b. Safety Manual
 - c. Legal Issues (interviewing/hiring/disciplining/terminating)
 - d. Interviewing Techniques
 - e. Conflict Resolution
 - f. Coaching Skills
2. Operations
 - a. Facility specific cleaning techniques & team organization

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- b. Quality Assurance
- c. Supplies/Equipment & Inventory Systems

Organization Of Our Team

Division Owner

Oversees contracts in specific regions. Responsible for monthly site inspections and scheduling meetings with PBS Account Manager and client management. Division Owners are in daily contact with top tier PBS Management.

Account Manager

Manager in charge of weekly inspections, communicates directly with custodians and client management. Responsible for hiring, training and scheduling. Coordinates restorative cleaning. Works closely with Custodial Supervisor. Reports to Division Owner.

Custodial Supervisor

On-site Supervisor in charge of daily inspections and cleaning duties. Aides in training of custodians and ensures proper cleaning techniques. Keeps inventory and supply lists current. Communicates with Facilities Managers. Reports to Account Manager.

Custodian

Tasked with daily general and restorative cleaning performing commercial custodial techniques. Eyes and ears for building. Reports concerns with custodial duties or building maintenance with Custodial Supervisor.

Back-up Custodian

Employees that serve as fill-ins when regular staff is absent. Back-up Custodians are trained in the building they will cover. They are required to do a once/month inspection and walk through with Custodial Supervisor to stay familiar with the building. Back-ups are required to live within 30mins of job site.

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Key Personnel

Professional Building Services LLC has been serving commercial facilities throughout Michigan for over 40 years. Our focus on communication between all levels of our company is crucial to our success. From the CEO to the custodian, everyone is in constant contact.

PBS Team Members Working For You

Verna L. Surprenant C.E.O.
25 years with PBS

Tom K. Harris - President
42 Years Custodial Industry

Aaron Panek – Vice President
10 Years with PBS
(989) 297-2938
Aaronpanek.pbs@gmail.com

Alyssa Shook – HR Administrator
10 Years with PBS
(810) 287-6776
Alyssashook.pbs@gmail.com

Marge Nichols – Sales Manager
5 Years with PBS

Luke Reed – Sales Manager
4 Years with PBS

Jill Mier - Accounting
5 Years with PBS

Yolanda Kish – Recruiting
1 Year with PBS

Jessica Chrum – Account Manager
6 Years with PBS

Joseph Kish – Sales Manager
2 Years with PBS

Vivienne Helton – Account Manager
4 Years with PBS

Heidi Ethier – Account Manager
4 Years with PBS

Courtney Markos – Account Manager
4 Years with PBS

Amy Appel – Account Manager
4 Years with PBS

Eunice Perez – Account Manager
8 Years with PBS

Please see our website www.profbldgservice.com for more information on our team.

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Quality Control Program

Professional Building Service LLC Quality Control Program consists of the following:

PBS builds a site-specific checklist for the area manager to follow. We determine the effectiveness of custodians and areas that may need improvement. Managers complete building inspections and highlight areas that need improvement. A copy is placed in utility closet for custodians to review. Copies will be given to the facility manager and the office of Professional Building Services. The Area Manager ensures issues requiring immediate attention are resolved before leaving the property. Custodians are notified in writing of such issues and a plan of action is devised. Facility Managers are involved in the communication.

During the first 30 days the area manager will inspect each site 3 days a week. Communication is made with Facilities Manager to discuss our progress. Corrective actions are taken immediately if problems arise.

During the second 30 days the Area Manager will conduct inspections twice a week assuming our service is meeting expectations. Area Manager will conduct daily inspections and work with custodians if problems persist. Facility Manager is notified of any changes.

After 90 days Area Manager will visit site once a week. Area manager will complete inspections to ensure teams are completing tasks to expectation. Monthly contact with Facility Manager is maintained.

Our management team is available 24/7 to assist and resolve any concerns. As most of these are spur of the moment, you can rest assured Professional Building Services has the experience and resources to handle the toughest problems.

A yearly re-training of our custodians is required. This 3-hour course covers basic custodial cleaning techniques, safe chemical handling and storage, personal protective equipment, waste reduction & green cleaning processes. Custodians are not allowed to provide services with PBS until they have completed and signed off on these training areas.

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Green Cleaning & Waste Reduction

Professional Building Services LLC is committed to waste reduction for your facility. Zero waste procedures are an increasingly important factor for our clients to consider. Initially the scope was to minimize waste to improve client's margins. That is still an important consideration. But it's equally shared with the need to eliminate the negative impact on the environment. Below are our normal operating procedures to reduce our impact on the environment.

- **Reduction in consumable waste.** We monitor closely the daily facility needs of hand soaps, trash liners, toilet tissues & hand towels. Our goal is to stock supplies so the needs are met and not exceeded. Every effort is made to "use up" supplies rather than throwing out half empty rolls of tissue and towels. Trash liners are replaced when they are soiled with food, liquid, gum, coffee grounds for example. Most office trash is made up of paper products which can simply be dumped, shredded or recycled.
- **Reduction in cleaning product waste.** Professional Building Services takes every opportunity to reduce the amount of trash we create. Our custodians are directed to use refillable spray bottles and containers and to recycle bottles that cannot be reused. We use machine washable mop heads, dust mops, cleaning cloths & dusters to reduce the need of trashing these items. Introducing regular hand washing techniques, use of hand sanitizers & green cleaning chemicals allowed us to reduce our use of disposable gloves by 30%. PBS custodians are routinely trained in proper dilution of cleaning products. This achieves two goals. Consistency in the effectiveness of the product and reduction in wasteful under dilution.
- **Zero waste and recycling solutions.** We develop a flow chart for moving through the cleaning area highlighting areas that need addition recycling drop-offs. When we notice trash cans that have an excess of plastics, aluminum cans, stacks of papers or boxes the facility manager is notified. The goal is to have recycling locations in these areas. Our custodians are expected to remove plastic and aluminum cans from the surface of trash cans and place them in the nearest recycle bin.
- **LEED Leadership in Energy & Environmental Design.** Professional Building Services routinely seeks ways to reduce our carbon footprint. As a practical way of achieving this we require custodians to shut off lights, fans, heaters, televisions and close doors deemed unnecessary after we have cleaned the area. The Facility Manager will advise us in this matter. For example: A staff member may forget to turn off their desk fan prior to leaving for the evening. Our custodian would turn off the fan for the night before leaving the office. We also use Green Seal approved cleaning products. PBS uses energy efficient cleaning machines; vacuums, extractors, buffers, & scrubbers. All of which adhere to LEED low environmental impact cleaning equipment policy.

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Professional Building Services LLC has been providing green cleaning solutions since 1995. We noticed a need to reduce waste, recycle, and use environmentally safe cleaning products. Our clients want their employees to start the work day in a clean, refreshing environment. Free of air pollutants, surface chemicals, undesirable odors, and potential skin irritants. Our cleaning techniques, products and equipment adhere to strict green clean standards

- **Green Seal Approved Cleaners.** We use a variety of cleaning chemicals throughout our business. Some clients prefer a specific smell over another. In some cases, a product that works on one floor type may not do the job on another. We are actively fine tuning our service to best meet the facility demand. We do this while maintaining a strict Green Seal chemical policy. All of our liquid, dry and aerosol cleaners are environmentally friendly. PBS is extremely cautious about what goes down the drain. Our custodians are in contact with these cleaners daily and are trained in the storage and usage. The priority of PBS is to clean your facility with exceptional results and provide your staff with a fresh health conscious work environment.
- **Green cleaning custodial training.** Our custodians are consistently trained in the newest cleaning techniques. One area we are very proud of is our Green Clean policy. Every member of our staff is trained in the proper usage and storage of green cleaning chemicals. Because we use only green products the potential of inadvertently mixing caustic chemicals has been eliminated. Harsh chemical smells and residue is a thing of the past. Every cleaning job is left clean and safe. We do not implement new cleaning products until the custodian has signed off on how to safely use them. SDS sheets are kept in custodial closet. Facility Managers are informed of any changes made to our cleaning products. We conduct weekly inspections of our custodial closets, storage & carts to ensure only approved cleaning products are being used. A strict colored labeling system for our spray bottles, buckets and equipment allows our custodians to immediately identify the usage of the product. Any unlabeled item is disposed of. Janitor supply closets and carts are locked when not in use. The introduction of our Green Clean policy allows PBS to maintain the flooring, surfaces, fixtures, tile and glass of your facility without damage.
- **Green Clean Equipment.** All electric & propane machines used adhere to strict green clean standards. Carpet machines are stamped with Carpet & Rug Institute green label certification. Machines are low noise emitting, HEPA equipped and low energy approved to industry standards for green equipment.
- **Microfiber Cloth Solutions.** Whenever possible PBS uses micro-fiber technology to reduce dust, lint and undesirable particulates. Micro-fiber mops and cleaning cloths have become standard equipment. We are constantly revising and improving our techniques. As better equipment and product becomes available, we research and test to see how it can help us remain a leader in the cleaning industry.

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- **Local Recycling Policies.** We actively participate in local recycling programs. Its our intent to continue implementing and developing better waste reduction policies. We have a unique ability to compare multiple programs. Since we work hand in hand with many clients, we often find improvements that may better serve a new client.
- **Being Pro-active.** Green cleaning is an evolving process. Professional Building Services will improve and modify existing procedures when necessary. We are committed to Green Cleaning because we believe its simply the right way to do business. Safe for the environment. Safe your staff. Safe for your facility.

Professional Building Services LLC has been in business since 1978 providing cleaning solutions for small to large commercial buildings. Our approach is simple. Communication and observation. We have embraced green cleaning techniques early and continue to make it a focus for development. The days of harsh chemicals and environmental irritants associated with the cleaning process are over. We are proud of our green cleaning policies and procedures. They have been developed from years of experience. Our custodians are safer and happier. Our clients are relieved of the problems associated with heavy commercial cleaners. Your buildings are cleaner without damage. Your employees stay healthier and more productive.



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Uniform Policy

Professional Building Services prides itself on the appearance of its staff.

Managers & Supervisors are required to wear white collared shirts with PBS logo, long black work pants, dark non-slip closed toed shoes, identification badge.

Custodians are required to wear black short or long-sleeved t-shirts with PBS logo, long black/khaki work pants, non-slip closed toed shoes, identification badge.

Jackets and winter wear are to be stored within utility closets. Hats, beanies, are not allowed. Only approved work coats, hoodies, aprons with PBS logo may be worn if custodian desires.

Hair is to be pulled back and secured and shall not come into contact with surfaces while cleaning.

We recognize the societal norms for body art and piercings has become more accepting. Our policy is that our staff remain respectable in their appearance while on the clock. Offensive, vulgar tattoos/piercings will be always covered.

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Floor Care Techniques

Stripping & Waxing Floors

When stripping and waxing floors we take great care to ensure the area being serviced is not damaged, and the finished product shines. Here are the steps we take to give your floors the care they deserve.

1. Furniture is removed from area to be serviced. Caution signs put up.
2. Floor surface is vacuumed and damp mopped
3. Baseboards, moldings, fixtures are taped off to avoid contact with stripper
4. Properly diluted stripper solution applied to floor surface. Set 10-15 mins
5. Floor is scrubbed with black pad until all wax is removed. Edges/corners scraped
6. Wax/Stripper solution is removed with vacuum, auto-scrubber or mop
7. Floor allowed to dry completely. Floor is swept and tack rolled
8. 4-5 coats of high shine wax is applied. Allowing 30 mins between coats
9. Protective tape removed, final touch up cleaning on baseboards, moldings.
10. Final buffing of finished surface with polishing pad

Carpet, Rugs, Upholstery Cleaning

We use hot water shampoo extraction to clean your carpeted areas and upholstered furniture.

1. Furniture is moved from area to be serviced. Caution signs put up.
2. Surfaces to be cleaned are inspected for damage, tears, durability.
3. Pre-treat shampoo solution is applied. Heavily soiled areas brush scrubbed.
4. Surfaces are cleaned using hot water shampoo extraction.
5. Fans are directed over finished area until dry
6. Furniture is replaced

Scrubbing Ceramic Tile, Grout, Epoxy, Concrete Floors

Scrubbing of hard flooring is done in the following steps.

1. Furniture is moved from area to be serviced. Caution signs put up.
2. Floor is inspected for loose tiles, crumbling cement, chipping epoxy
3. Floor is swept and floor detergent applied liberally. Set for 5-10 mins.
4. Scrubber is used with red or blue scrubbing pad to remove dirt.
5. Waste water is vacuumed, auto-scrubbed or mopped up.

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6. Area allowed to dry.
7. Furniture is replaced

Non-wax vinyl and LVT Care

Non-wax vinyl plank and LVT plank flooring is a durable and easily maintainable surface.

1. Furniture is removed from area and caution signs are put up.
2. Floor is inspected for lifting or damaged planks.
3. Floor is swept and vacuumed
4. Non-abrasive soap is applied with a mop. We prefer Simple Green.
5. We use a red pad scrubber or deck brush for heavily soiled areas
6. Flat mopping works best for well maintained surfaces
7. Area is rinse mopped and allowed to dry.
8. Furniture is replaced.

Professional Building Services is actively pursuing the most cutting edge, safest, and cost-effective means of maintaining your floors. Our 25 years of experience gives you the confidence that your floors will be maintained without damage. From 1 million square foot factories to 200 sqft stock rooms we cover them all.

Professional Building Services LLC

1540 Hendrick Rd Norton Shores, MI 49441

Marge Nichols

Direct: (231) 736-0699

www.profbldgservice.com

Cleaning Chemical Supply List

- Spartan Xcelante All Purpose
- Spartan TB-Cide Disinfectant
- Spartan Fast & Easy Glass/Surface
- Spartan Foamy Q&A Disinfectant Bathroom Cleaner
- Spartan Damp Mop Solution
- Spartan Stainless Steel Polish
- Spartan MLD Bowl Cleanse
- Gum Remover
- Resolve Carpet & Upholstery Spot
- Pledge Furniture Polish

Powered Equipment

- Bissell Commercial HEPA Vacuums
- Tennant 20' 175-300rpm Floor Scrubbers/Buffers
- Tennant 9 Gallon Carpet Extractors
- Clarke 15 Gallon Auto-scrubbers
- 10 Gallon Wet/Dry Vacs
- 10 Gallon Wet/Dry Squeegee Vacs
- Atomized Disinfectant Fogging Machines

Cleaning Tools

Professional Building Services uses a variety of commercial grade housekeeping carts, trash cans/dollies, mops, brooms, dusters, scrubbers, scrapers, sponges, scotch pads, towels and rags to appropriately clean different types of surfaces and soiled areas.

PPE

Disposable gloves, eye protection, masks, respirators and coveralls are used when the task calls for it.

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Marge Nichols

Direct: (231) 736-0699

www.profbldgservice.com

Transition Plan

Professional Building Services has had the pleasure of launching hundreds of accounts over the last two decades. As with any new relationship communication is paramount. Below are the steps we follow to ensure and smooth transition.

Prior To Contract Start – 30 Days

- **Budget for account**
- **Billing information added to PBS Invoicing**
- **Meeting with Operations & Sales**
- **Run Ads for Staff; Website, Indeed, Michigan Works, Referrals - Ongoing**
- **Interview Existing Employees**
- **Telephone Screening**
- **Face to Face Interviews**
- **Fill Positions**
- **Name Account Manager & Supervisors**
- **Background & Drug Screening**
- **New Hire Orientation; PBS Policies/Procedures, cleaning Techniques, Safety**
- **New Hire site visits; onsite training, chemical precautions and usage**
- **Evaluation of each site; staffing levels, equipment levels, supply lists, SDS sheets**
- **Present Proposed Staff list with Client**
- **Schedule New Hires; shifts & buildings**
- **Obtain Access to buildings; keys, FOBs, cards, codes**

Post Start

- **Live Training of Employees – Day 1 until satisfactory**
- **Area Manager, Supervisors, VP Operations work with new employees – Day 1 until satisfactory**
- **Supervisor Reporting; service logs ongoing as stated in contract**
- **Area Manager Site Visits - Day 1 Until Satisfactory then Weekly**
- **Quality Control Implemented – Day 1 Ongoing**
- **VP Operations Monthly Site Visits; Quality Control, Efficiency**
- **VP Operations & Area Manager meet with Client Facilities Manager – Monthly**
- **Area Manager Evaluation & Supplies – Ongoing Monthly**

www.profbldgservice.com

Supervisor _____ PH# _____

[illegible]

Time Sheet V.2017

Professional Building Services LLC

1540 Hendrick Rd Norton Shores, MI 49441

Marge Nichols

Direct: (231) 736-0699

www.profbldgservice.com

Valued Customer,

Professional Building Services LLC would like to thank you for the opportunity to present this proposal.

We sincerely believe we offer the highest quality of cleaning available.

We know how to clean effectively.

We treat our employees with respect. Our success depends upon them.

We work closely with our clients to exceed expectations.

We Look Forward to Serving You,

Marge Nichols – Sales Manager

Professional Building Services

marge.pbs@gmail.com

(231) 736-0699

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Verna Surprenant		
2 Business name/disregarded entity name, if different from above Professional Building Services LLC		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 111	Requester's name and address (optional)	
6 City, state, and ZIP code Frankenmuth, MI 48734-0111		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
3	0	-	0	9	5	2	7	1	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Verna Surprenant</i>	Date ► <i>7-12-23</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



PROBU01

OP ID: CZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Security First Insurance Agcy G-3526 Miller Road P. O. Box 321070 Flint, MI 48532 Brook J. Smith, CIC	810-732-5800	CONTACT NAME: Brook J. Smith, CIC	
		PHONE (A/C, No, Ext): 810-732-5800	FAX (A/C, No): 810-732-4154
		E-MAIL ADDRESS: bsmith@teamsfi.net	
INSURED Professional Building Services, LLC Alyssa Panek PO Box 111 Frankenmuth, MI 48734		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Pioneer State Mutual Ins. Co.	
		INSURER B: Midwest Employers Casualty Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			CB00001620	06/10/2023	06/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA00304412	06/10/2023	06/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE			CU00001428	06/10/2023	06/10/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 DED \$ RETENTION \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PROFE-D	06/10/2023	01/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	☒ Equipment Floater			CB00001620	06/10/2023	06/10/2024	Tools \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CUST017

Customer Use

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com

June 8, 2023

Agent Code: 21-16173

Lighthouse Group, An Alera Group Agency, L
L C
56 Grandville Ave. SW #300
Grand Rapids, MI 49503

Re: CNA Surety bONDLINE Prequalification Request Number 66685430
Professional Building Services, LLC

Approved!

We are pleased to inform you the FastTrack prequalification application you submitted for your customer meets our criteria for bonding under our FastTrack program and is prequalified to apply for bonds up to \$500,000 single limit.* *Please provide a copy of this letter to the applicant.*

To accommodate the quickest possible service for any upcoming bond requests, please proceed as follows:

- 1) Provide a fully completed and signed FastTrack General Agreement of Indemnity.
- 2) Please use bONDLINE to submit a "Fast Track Application" for the quickest service. We encourage using bONDLINE so we have details about the bond or job such as: type and size of work, contract terms, bid details, bond form, and number of years your customer has been in business. If you prefer to submit a paper application, you can find the forms on our website for submitting by fax or email to uwservices@cnasurety.com.

Upon receipt of this information, our underwriters will quickly review and respond to your bond requests. Thank you for considering CNA Surety. If you have any questions, please contact Underwriting Services at 1-800-331-6053.

**Note: This Approval constitutes pre-approval for credit only, and does not obligate the Company to provide any bond. This letter should not be relied upon as a binding agreement for Bonds of any type, and shall not be utilized for any purposes other than those outlined in this letter. The Company in its sole discretion may decline to issue any Bond for any reason and shall not be liable to applicant, indemnitor(s), or any person or entity as a result of such declination. This prequalification letter is valid for 90 days unless terminated by the Company in writing.*

1.2 TRANSMITTAL LETTER FOR BID PROPOSALBidder/Company Name Professional Building Services LLCName & Title of Head of Company Verna Suprenant, OwnerStreet Address 1540 Hendrik StCity, State, ZIP Norton Shores Mi 49442Date 11/09/2023 vbv

CITY OF MUSKEGON, MICHIGAN
933 TERRACE ST.
MUSKEGON, MI 49443-0536

Project Title: 2020-2022 Janitorial Services

Dear Awarding Agent,

Having examined the Bid Specifications and Contract Documents, including all forms and instructions, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, and having received and reviewed the following Addenda:

Addendum No. 1

I/We hereby propose to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents and at the prices indicated in the attached Bid Proposal. Submitted prices are to cover all expenses incurred in performing the work required under the Contract Document, of which this letter and attached Proposal are a part.

In accordance with the Instructions to Bidders, all appropriate documents, forms, etc., have been properly completed and are attached hereto, along with the Bidder Certification and Agreement, List of Subcontractors, Non-Collusion Affidavits, and the proper Bid Guaranty.

I/We hereby respectfully submit the attached Bid Proposal for consideration by the City of Muskegon on the above-referenced Project.

Marjorie Nichols

Signature of Bidder/Representative

Marjorie Nichols

Printed Name and Title

1.3 BIDDER CERTIFICATION AND AGREEMENT

PART I.

The Undersigned hereby agrees:

That they have examined the Bid Specifications/Contract Documents, including specifications, forms and instructions;

That they have received and reviewed the following Addenda:

ADDENDUM NO. I (PRE-BID CONFERENCE MINUTES)

That they have examined the Site of the proposed work and is familiar with all of the conditions surrounding the construction of the proposed project and the availability of materials and labor.

PART II. The Undersigned hereby agrees:

That they will enter into a contract to furnish the labor, materials, tools and construction equipment necessary for the full and complete execution of the work at and for the prices indicated in their official Bid Proposal, if said Proposal is accepted by the City;

That, at the time of execution of said Contract, they will furnish requisite bonds with such sureties (or letters of recommendation accompanied by a Bidder's Statement) for the faithful performance of the Contract, for the payment of all materials used therein, and for all labor expended thereon in accordance with the forms and instructions provided;

That they will construct the project in accordance with the Contract Documents within the specified time.

PART III. The Undersigned hereby agrees:

To commence work within 10 days after the date of the "Notice of Award" from the City.

To comply with all applicable Adopted Guidelines and requirements, wage rates, labor standards, equal opportunity requirements, subcontract (or) requirements, and any other specifications indicated or referred to within these Contract Documents.

The Undersigned herewith attaches an Affidavit in proof that they have not entered into a collusive agreement with any person in respect to this Bid or any other bid, or the submitting of bids for the Contract for which this Bid is submitted.

The Undersigned is prepared to submit a Statement of Bidder's Qualifications, a financial statement, and/or any information requested by the City.

However, once work has commenced the project shall be completed without interruption of normal working days unless authorized in writing by the Engineer.

PART IV

In regard to non-segregated facilities, the Undersigned certifies:

That they will not maintain or provide for any employees any segregated facilities at any of their establishments;

That they do not permit employees to perform their services at any location, under their control, where segregated facilities are maintained;

That they will not maintain or provide for employees any segregated facilities at any of their establishments, and that they will not permit employees to perform their services at any location under their control where segregated facilities are maintained.

The Undersigned hereby agrees:

That a breach of this section of the Bidders Certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid.

That they will obtain identical certification from proposed sub-contractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause (unless already obtained for specific time periods), and that they will retain such certifications on file.

[As used in this section of this Bidder Certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise.]

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SIGNED: Marjorie Nichols DATED: 11/09/2023

Marjorie Nichols
(Printed name)

Sales Manager
(Title)

Professional Building Services LLC
(Company/Bidder)

1540 Hendrick Rd
(Company/Bidder Street Address)

Norton Shores Mi 49442
(Company/Bidder City, State Zip)

1.4 MANAGEMENT PLANS QUESTIONNAIRE

A. In order to assist in evaluating the bids for this job, it will be necessary to have the following information about your management plans for this job:

1. How many employees would work at this job site?

a. Public Service Building	<u>1</u>	employees
b. City Hall	<u>2</u>	employees
c. Water Filtration Plant	<u>1</u>	employees
d. Trinity Health Arena	<u>NA</u>	employees
e. All Sites Total	<u>4</u>	employees

2. How many HOURS per DAY would each work at this job site?

a. Public Service Building	<u>4</u>	hours per day
b. City Hall	<u>5</u>	hours per day
c. Water Filtration Plant	<u>3</u>	hours per day
d. Trinity Health Arena	<u>NA</u>	hours per cleaning
e. All Sites Total	<u>12</u>	hours per day

3. How many HOURS of Supervision would be supplied to this job?

a. Public Service Building	<u>2 hrs per week</u>	hours per day/week
b. City Hall	<u>3 hrs per week</u>	hours per day/week
c. Water Filtration Plant	<u>1 hr per week</u>	hours per day/week
d. Trinity Health Arena	<u>NA</u>	hours per cleaning
e. All Sites Total	<u>6 hrs per week</u>	hours per day/week

4. How much would you expect to pay for cleaning supplies, equipment, rentals, and insurance to service this job?

a. Public Service Building	\$340____ per month
b. City Hall	\$725____ per month
c. Water Filtration Plant	\$135____ per month
d. Trinity Health Arena	NA____ per event

This does not include additional labor brought in for scrubbing-waxing-window cleaning, light fixtures, etc.

5. If you were awarded this contract, what % (Percentage) of your total business would this contract represent*:

Public Service Building	1% or less	5%	10%	25%	50%	75%	ALL
City Hall	1% or less	5%	10%	25%	50%	75%	ALL
Water Filtration Plant	1% or less	5%	10%	25%	50%	75%	ALL
Trinity Health Arena	1% or less	5%	10%	25%	50%	75%	ALL
ALL Sites	1% or less	5%	10%	25%	50%	75%	ALL

**The above information is to be given in sufficient detail to show your ability to manage this contract work profitably for the expected life of such contract.*

- B. If you have not done business with the City of Muskegon before, at least not in the category of janitorial services, there may be a special evaluation.

BIDDERS- Please list governmental contracts currently held or held within the past two (2) fiscal years:

1. Kent County Fuller Health & 82 Inonia
2. Muskegon County Building
3. Muskegon Township Building

- C. A site visitation is recommended to all bidders before submission of bids to familiarize yourself with the general condition and layout of premises as well as any special conditions which may be unique for this location. Contact the Department of Public Works to set up a visit: 231-724-4100.

1.5 BID PROPOSAL

The Bidder hereby agrees to perform all work described in the attached documents for the sums as described below:

COST/SITE

Public Service Building (DPW)
1350 E. Keating Ave.

Year 1	<u>\$21,450</u>
Year 2	<u>\$21,450</u>
Year 3	<u>\$21,450</u>
Year 4 (Optional)	<u>\$22,093</u>
Year 5 (Optional)	<u>\$22,093</u>

City Hall
933 Terrace Street

Year 1	<u>\$45,760</u>
Year 2	<u>\$45,760</u>
Year 3	<u>\$45,760</u>
Year 4 (Optional)	<u>\$47,132</u>
Year 5 (Optional)	<u>\$47,132</u>

Water Filtration Plant
1900 Beach Street

Year 1	<u>\$8,500</u>
Year 2	<u>\$8,500</u>
Year 3	<u>\$8,500</u>
Year 4 (Optional)	<u>\$8,755</u>
Year 5 (Optional)	<u>\$8,755</u>

Trinity Health Arena-Cost per Event Cleaning
470 W Western Ave

Year 1	<u>N/A</u>
Year 2	<u>N/A</u>
Year 3	<u>N/A</u>
Year 4 (Optional)	<u>N/A</u>
Year 5 (Optional)	<u>N/A</u>

Trinity Health Arena-Cost per Locker Room Cleaning
470 W Western Ave

Year 1	<u>N/A</u>
Year 2	<u>N/A</u>
Year 3	<u>N/A</u>
Year 4 (Optional)	<u>N/A</u>
Year 5 (Optional)	<u>N/A</u>

The City of Muskegon may award a contract for each site or as a group containing all sites. The optional year four (4) may be awarded to the Contractor by the City at the end of year three (3) upon mutual agreement of the City and the Contractor. The award(s) will be made in the manner determined to be the most beneficial to the City of Muskegon.

Each site covered by the contract is to receive a monthly invoice at a uniform rate derived by taking the appropriate yearly rate and dividing by twelve (12).

NOTE: Changes in the rate from year to year will be on the contract anniversary date, not at the beginning of the calendar year.

Contractors Name: Marjorie Nichols

Contractors Signature/Title: Marjorie Nichols

1.7 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Michigan)
 County of Muskegon) ss.

Marjorie Nichols, being first duly sworn, deposes and says that:

1. They are Representative
(owner, partner, officer, representative, agent)
Professional Building Services LLC, the Bidder that has submitted the attached Bid to the City of Muskegon;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances thereto;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither said Bidder nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract; nor has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other bid; nor to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder; nor to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Muskegon or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any part of its agents, representatives, owners, employees or parties in interest, including this affiant.

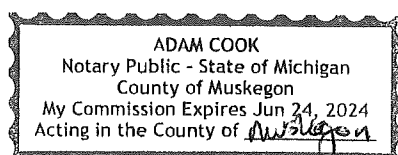
Marjorie Nichols
 Signature
Marjorie Nichols / Sales Manager
 Printed Name and Title

Subscribed and sworn to before me

This 14 day of Nov, 2023

Notary Public, Muskegon County
 Title

My Commission expires 6/24/24



SECTION 2 - BID PROPOSAL

1.1 CONTRACT BIDDER'S CHECKLIST

THIS FORM IS A REFERENCE TOOL FOR BIDDING CONTRACTORS

The following forms ***MUST*** be completed:

	Completed?	
	Yes	No
1. Transmittal Letter for Bid Proposal (must acknowledge addenda received)	✓	
2. Bidder Certification and Agreement	✓	
3. Management Plans Questionnaire	✓	
4. Bid Proposal	✓	
5. Bid Bond (must be 5% of total bid)	✓	
6. Non-Collusion Affidavit of Prime Bidder	✓	
7. List of Proposed Sub-Contractors	✓	
8. Disadvantaged Contractor Affidavit (if applicable)	✓	
9. Statement of Bidders Qualifications (if applicable)	✓	

Actual Completion of All Required Forms is the **Sole Responsibility of the Bidder**

FAILURE TO COMPLETE THE NECESSARY FORMS MAY RESULT IN BID REJECTION.

1.2 TRANSMITTAL LETTER FOR BID PROPOSAL

Bidder/Company Name Goodwill Industries of West Michigan

Name & Title of Head of Company Jeanette Hayer, President CEO

Street Address 271 E. Apple

City, State, ZIP Muskegon, MI 49442

Date 11/2/23

CITY OF MUSKEGON, MICHIGAN
933 TERRACE ST.
MUSKEGON, MI 49443-0536

Project Title: 2020-2022 Janitorial Services

Dear Awarding Agent,

Having examined the Bid Specifications and Contract Documents, including all forms and instructions, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, and having received and reviewed the following Addenda:

4.4 Floor Plans & Dimensions

4.3 Responsibilities and Schedules

4.2 General Provisions

I/We hereby propose to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents and at the prices indicated in the attached Bid Proposal. Submitted prices are to cover all expenses incurred in performing the work required under the Contract Document, of which this letter and attached Proposal are a part.

In accordance with the Instructions to Bidders, all appropriate documents, forms, etc., have been properly completed and are attached hereto, along with the Bidder Certification and Agreement, List of Subcontractors, Non-Collusion Affidavits, and the proper Bid Guaranty.

I/We hereby respectfully submit the attached Bid Proposal for consideration by the City of Muskegon on the above-referenced Project.

Amy Cummings
Signature of Bidder/Representative

Amy Cummings Goodwill Janitorial Mgr.
Printed Name and Title

1.3 BIDDER CERTIFICATION AND AGREEMENT

PART I.

The Undersigned hereby agrees:

That they have examined the Bid Specifications/Contract Documents, including specifications, forms and instructions;

That they have received and reviewed the following Addenda:

ADDENDUM NO. I (PRE-BID CONFERENCE MINUTES)

That they have examined the Site of the proposed work and is familiar with all of the conditions surrounding the construction of the proposed project and the availability of materials and labor.

PART II.

The Undersigned hereby agrees:

That they will enter into a contract to furnish the labor, materials, tools and construction equipment necessary for the full and complete execution of the work at and for the prices indicated in their official Bid Proposal, if said Proposal is accepted by the City;

That, at the time of execution of said Contract, they will furnish requisite bonds with such sureties (or letters of recommendation accompanied by a Bidder's Statement) for the faithful performance of the Contract, for the payment of all materials used therein, and for all labor expended thereon in accordance with the forms and instructions provided;

That they will construct the project in accordance with the Contract Documents within the specified time.

PART III.

The Undersigned hereby agrees:

To commence work within 10 days after the date of the "Notice of Award" from the City.

To comply with all applicable Adopted Guidelines and requirements, wage rates, labor standards, equal opportunity requirements, subcontract (or) requirements, and any other specifications indicated or referred to within these Contract Documents.

The Undersigned herewith attaches an Affidavit in proof that they have not entered into a collusive agreement with any person in respect to this Bid or any other bid, or the submitting of bids for the Contract for which this Bid is submitted.

The Undersigned is prepared to submit a Statement of Bidder's Qualifications, a financial statement, and/or any information requested by the City.

However, once work has commenced the project shall be completed without interruption of normal working days unless authorized in writing by the Engineer.

PART IV

In regard to non-segregated facilities, the Undersigned certifies:

That they will not maintain or provide for any employees any segregated facilities at any of their establishments;

That they do not permit employees to perform their services at any location, under their control, where segregated facilities are maintained;

That they will not maintain or provide for employees any segregated facilities at any of their establishments, and that they will not permit employees to perform their services at any location under their control where segregated facilities are maintained.

The Undersigned hereby agrees:

That a breach of this section of the Bidders Certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid.

That they will obtain identical certification from proposed sub-contractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause (unless already obtained for specific time periods), and that they will retain such certifications on file.

[As used in this section of this Bidder Certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise.]

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SIGNED: Amy Cummings DATED: 11/7/23
Amy Cummings
(Printed name)

Goodwill Industries Janitorial Mgr.
(Title)

Goodwill Industries of West Michigan
(Company/Bidder)

271 E. Apple
(Company/Bidder Street Address)

Muskegon, MI 49442
(Company/Bidder City, State Zip)

1.4 MANAGEMENT PLANS QUESTIONNAIRE

A. In order to assist in evaluating the bids for this job, it will be necessary to have the following information about your management plans for this job:

1. How many employees would work at this job site?

a. Public Service Building	<u>3</u>	employees
b. City Hall	<u>3</u>	employees
c. Water Filtration Plant	<u>3</u>	employees
d. Trinity Health Arena	<u>4</u>	employees
e. All Sites Total	<u>13</u>	employees

2. How many HOURS per DAY would each work at this job site?

a. Public Service Building	<u>1.25</u>	hours per day
b. City Hall	<u>1.95</u>	hours per day
c. Water Filtration Plant	<u>.85</u>	hours per day
d. Trinity Health Arena	<u>5.0</u>	hours per cleaning
e. All Sites Total	<u>9.5</u>	hours per day

3. How many HOURS of Supervision would be supplied to this job?

a. Public Service Building	<u>1.25/6.25</u>	hours per day/week
b. City Hall	<u>1.95/9.75</u>	hours per day/week
c. Water Filtration Plant	<u>.85/1.7</u>	hours per day/week
d. Trinity Health Arena	<u>5</u>	hours per cleaning
e. All Sites Total	<u>22.7</u>	hours per day/week

4. How much would you expect to pay for cleaning supplies, equipment, rentals, and insurance to service this job?

a. Public Service Building	<u>\$125.00</u>	per month
b. City Hall	<u>\$125.00</u>	per month
c. Water Filtration Plant	<u>\$17.33</u>	per month
d. Trinity Health Arena	<u>\$50.00</u>	per event

This does not include additional labor brought in for scrubbing-waxing-window cleaning, light fixtures, etc.

5. If you were awarded this contract, what % (Percentage) of your total business would this contract represent*:

Public Service Building	1% or less	<u>5%</u>	10%	25%	50%	75%	ALL
City Hall	1% or less	5%	<u>10%</u>	25%	50%	75%	ALL
Water Filtration Plant	1% or less	<u>5%</u>	10%	25%	50%	75%	ALL
Trinity Health Arena	1% or less	<u>5%</u>	10%	25%	50%	75%	ALL
ALL Sites	1% or less	5%	10%	<u>25%</u>	50%	75%	ALL

**The above information is to be given in sufficient detail to show your ability to manage this contract work profitably for the expected life of such contract.*

- B. If you have not done business with the City of Muskegon before, at least not in the category of janitorial services, there may be a special evaluation.

BIDDERS- Please list governmental contracts currently held or held within the past two (2) fiscal years:

1. City Hall 2020-current
2. DPW 2020-current
3. Trinity Health Arena 2022-current

- C. A site visitation is recommended to all bidders before submission of bids to familiarize yourself with the general condition and layout of premises as well as any special conditions which may be unique for this location. Contact the Department of Public Works to set up a visit: 231-724-4100.

1.5 BID PROPOSAL

The Bidder hereby agrees to perform all work described in the attached documents for the sums as described below:

COST/SITE

Public Service Building (DPW)
1350 E. Keating Ave.

Year 1 \$33,962.79 (Daily Janitorial - \$27,769.76 +
Periodicals - \$6,133.23)
Year 2 \$34,919.87
Year 3 \$35,967.47
Year 4 (Optional) _____
Year 5 (Optional) _____

City Hall
933 Terrace Street

Year 1 \$57,433.14 (Daily Janitorial \$40,854.36 +
Periodicals \$16,578.78)
Year 2 \$59,156.13
Year 3 \$60,930.82
Year 4 (Optional) _____
Year 5 (Optional) _____

Water Filtration Plant
1900 Beach Street

Year 1 \$11,059.84 (Daily Janitorial \$8,139.84 +
Periodicals \$2,920.00)
Year 2 \$11,391.64
Year 3 \$11,733.38
Year 4 (Optional) _____
Year 5 (Optional) _____

Trinity Health Arena-Cost per Event Cleaning
470 W Western Ave

Year 1 \$1112.40/event

Year 2 \$1145.77/event

Year 3 \$1180.14/event

Year 4 (Optional) _____

Year 5 (Optional) _____

Trinity Health Arena-Cost per Locker Room Cleaning
470 W Western Ave

Year 1 \$188.00/service

Year 2 \$193.64/service

Year 3 \$199.45/service

Year 4 (Optional) _____

Year 5 (Optional) _____

The City of Muskegon may award a contract for each site or as a group containing all sites. The optional year four (4) may be awarded to the Contractor by the City at the end of year three (3) upon mutual agreement of the City and the Contractor. The award(s) will be made in the manner determined to be the most beneficial to the City of Muskegon.

Each site covered by the contract is to receive a monthly invoice at a uniform rate derived by taking the appropriate yearly rate and dividing by twelve (12).

NOTE: Changes in the rate from year to year will be on the contract anniversary date, not at the beginning of the calendar year.

Contractors Name: Amy Cummings - Goodwill Janitorial

Contractors Signature/Title: Amy Cummings - Goodwill Janitorial Mgr.

1.7 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Michigan)
) ss.
County of Muskegon)

Goodwill Industries of West Michigan, being first duly sworn, deposes and says that:

1. They are Amy Cummings
(owner, partner, officer, representative, agent)
of Goodwill Industries Janitorial, the Bidder that has submitted the attached Bid to the City of Muskegon;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances thereto;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither said Bidder nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract; nor has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other bid; nor to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder; nor to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Muskegon or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any part of its agents, representatives, owners, employees or parties in interest, including this affiant.

Amy Cummings
Signature

Amy Cummings - Goodwill Janitorial mgr.
Printed Name and Title

Subscribed and sworn to before me

This 3rd day of November, 2023

Kathleen Ann King

Notary
Title

My Commission expires 8/14/2024

KATHLEEN ANN KING
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MUSKEGON

My Commission Expires 8/14/2024

Acting in the County of Muskegon

1.8 LIST OF PROPOSED SUB-CONTRACTORS

To be submitted by each Bidder with Bid Proposal in accordance with Para. 8, Part 1, Section 1. Before a subcontract is executed by the successful Bidder, the subcontractor must be approved by the City of Muskegon and the required documents executed in accordance with the Contract Documents.

1.	NAME OF FIRM	<u>n/a</u>
	FIRM ADDRESS	
2.	NAME OF FIRM	
	FIRM ADDRESS	
3.	NAME OF FIRM	
	FIRM ADDRESS	
4.	NAME OF FIRM	
	FIRM ADDRESS	
5.	NAME OF FIRM	
	FIRM ADDRESS	
6.	NAME OF FIRM	
	FIRM ADDRESS	
7.	NAME OF FIRM	
	FIRM ADDRESS	

1.9 DISADVANTAGED CONTRACTOR AFFIDAVIT

Please provide the name(s) of all Disadvantaged subcontractors from whom you solicited bids for this project and additional information below.

Disadvantaged Contractor:	Contact Person:	Contact Method/Date:	Decision (Yes or No):
---------------------------	-----------------	----------------------	-----------------------

1. <u>n/a</u>	_____	_____	_____
---------------	-------	-------	-------

2. _____	_____	_____	_____
----------	-------	-------	-------

3. _____	_____	_____	_____
----------	-------	-------	-------

4. _____	_____	_____	_____
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Of the Disadvantaged Contractors listed above, please indicate why they will not be used on this project.

Disadvantage Contractor:	Decision/Reason:
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1. <u>n/a</u>	_____
---------------	-------

2. _____	_____
----------	-------

3. _____	_____
----------	-------

4. _____	_____
----------	-------

1.10 STATEMENT OF BIDDER'S QUALIFICATIONS

To be submitted by the Bidder upon specific request of City of Muskegon unless in connection with Letters of Recommendation in lieu of Performance Bond as provided in Section 1. The Statement of Bidder's Qualifications as follows must accompany the four Letters.

1.10.1 SUMMARY OF BIDDER'S INFORMATION TO BE PROVIDED

Each of the following items must be responded to in writing, and the information provided thereby must be clear and understandable. Upon completion, the Statement must be signed by the Bidder in front of a Notary Public and notarized. The Bidder may supply such additional information as desired after responding to each of these items:

1. NAME OF BIDDER (Company, individual, etc.)
2. PERMANENT MAIN OFFICE ADDRESS OF BUSINESS INCLUDING ZIP CODE.
3. DATE BUSINESS WAS ESTABLISHED.
4. IF A CORPORATION, WHERE WAS IT INCORPORATED?
5. NUMBER OF YEARS ENGAGED IN CONTRACTING BUSINESS UNDER PRESENT NAME?
FIRM OR TRADE NAME? UNDER A PREVIOUS NAME?
6. SCHEDULE OF OUTSTANDING CONTRACTS, showing amount of each contract and the anticipated completion date of each.
7. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY.
8. HAS THIS COMPANY EVER FAILED TO COMPLETE ANY WORK AWARDED IT?
If so, WHERE AND WHY?
9. HAS THIS COMPANY EVER DEFAULTED ON A CONTRACT?
If so, WHERE ANY WHY?
10. LIST THE PROJECTS RECENTLY COMPLETED BY YOUR COMPANY, stating approximate cost of each and the month/year completed. Indicate which, if any, have provided your company with a Letter of Recommendation.
11. INDICATE EXPERIENCE IN CONSTRUCTION WORK SIMILAR TO THIS PROJECT.
12. LIST YOUR MAJOR EQUIPMENT AVAILABLE FOR THIS CONTRACT.
13. INDICATE BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS OF YOUR ORGANIZATION, INCLUDING OFFICERS.
14. INDICATE CREDIT AVAILABLE TO YOUR COMPANY.
15. LIST BANK REFERENCES. If a detailed financial statement is available attach it to this statement.

*See attached

16. ARE YOU WILLING TO COMPLETE A DETAILED FINANCIAL STATEMENT AND FURNISH ANY OTHER INFORMATION REQUIRED AND REQUESTED BY THE CITY OF MUSKEGON?

17. INCLUDE THE FOLLOWING STATEMENT: "The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Muskegon in verification of the recitals comprising this Statement of Bidder's Qualifications."

18. INCLUDE THE FOLLOWING AT THE END OF YOUR STATEMENT:

Dated this _____ day of _____, 20____.

COMPANY/BIDDER NAME

SIGNATURE

PRINTED NAME AND TITLE OF PERSON SIGNING

19. INCLUDE OFFICIAL NAME AND DATA FOR NOTARY PUBLIC TO NOTARIZE DOCUMENT.

1.10.1 SUMMARY OF BIDDER'S INFORMATION TO BE PROVIDED

City of Muskegon, 2024-2026 Janitorial Services

1. NAME OF BIDDER - Goodwill Industries of West Michigan
2. PERMANET MAIN OFFICE ADDRESS OF BUSINESS INCLUDING ZIP CODE - 271 E. Apple Ave., Muskegon, MI 49442
3. DATE BUSINESS WAS ESTABLISHED - Established in February 1950
4. IF A CORORATION, WHERE WAS IT INCORPOATED - The State of Michigan
5. NUMBER OF YEARS ENGAGED IN CONTRACTING BUSINESS UNDER PRESENT NAME? 73
6. SCHEDULE OF OUTSTANDING CONTRACTS, showing amount of each contract and the anticipated completion date of each - None
7. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY - Commercial Cleaning: Supported Employment and Training
8. HAS THIS COMPANY EVER FAILED TO COMPLETE ANY WORK AWARDED IT? No
9. HAS THIS COMPANY EVER DEFAULTED ON A CONTRACT? No
10. LIST THE PROJECTS RECENTLY COMPLETED BY YOUR COMPANY – Ongoing commercial cleaning projects. Currently servicing 21 active contracts.
11. INDICATE EXPERIENCE IN CONSTRUCTION WORK SIMILAR TO THIS PROJECT - Janitorial services provided to Kaydon, Lakeshore Chamber, Eagle Alloy, Eagle Precision and other local businesses.
12. LIST YOUR MAJOR EQUIPMENT AVAILABLE FOR THIS CONTRACT - All required janitorial equipment including: various mops, brooms, carts, brushes, restroom cleaning machines. All floor care equipment including scrubbers, buffers, vacuum cleaners, carpet machines and other finishing equipment needed.
13. INDICATE BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS OF YOUR ORGANIZATION, INCLUDING OFFICERS –
 - a. Jeanette Hoyer, President & CEO – Jeanette Hoyer has served as the President and CEO of Goodwill Industries of Western Michigan since 2017. Prior to Goodwill, she was the executive director of Pathways, MI (formerly Child and Family Services of Western Michigan) for 11 years. During her tenure with Pathways, she facilitated two separate mergers between non-profit organizations in order to accomplish increased efficiency, revenue, and program effectiveness, and led the provision of services that included mental health and substance abuse counseling, early childhood quality and training, and adoption and foster care. In addition to leading Goodwill's overall operation in workforce development, retail, janitorial, and staffing solutions, and her current projects include brining new and innovative recycling, remanufacturing, and sustainability projects to west Michigan. She currently serves on local and state-wide boards that include Ottawa Community SPOKE, the Muskegon Community Health Project, the Employer's Association, and Incompass Michigan, as well as serving as the chair of the Diversity, Equity, and Inclusion Committee of Goodwill International
 - b. Nick Carlson, Business Development Director – Nick has been instrumental in helping shape Goodwill's environmental sustainability strategy for the West Michigan region as well as the collective efforts for Goodwill across the State of Michigan. He works closely with Goodwill International to share and learn best practices concerning effective materials management, energy efficiency and general environmental sustainability

opportunities. Believing in the "power of work" to change lives and communities, Nick has dedicated his life to helping people and the environment through his work at Goodwill. Nick has been serving Goodwill for over 16 years in the West Michigan area. He has earned both a bachelor's and master's degree in Theology from Olivet Nazarene University as well as graduating from Goodwill Industries International's "Senior Leadership" & "Executive Development" education programs. Nick has served as the Board Secretary for the U.S. Green Building Councils West Michigan Chapter, has acted as the Disciplinary Subcommittee Chair for the State of Michigan's Licensing and Regulatory Affairs Board for both Occupational Therapy and Speech and Language Pathology, and is currently serving as the Board Chair for the Michigan Recycling Coalition. In 2006-2008 Nick also led Goodwill Industries of West Michigan's janitorial contracting division helping to create jobs for individuals with barriers to employment.

- c. Amy Cumings, Janitorial Program Manager – Amy has been with Goodwill since 2015. She worked in Workforce Development and Industrial Services departments before joining the Janitorial department in 2023. She is a dedicated professional with a strong track record of leadership and accomplishments across a diverse range of roles. Over the years she has honed her skills in managing expenses, ensuring quality in custodial contracts and handling bid preparations. In addition to her managerial expertise she has demonstrated a knack for processing orders efficiently, maintaining accurate inventory and providing exceptional communication and service to both internal and external customers. Her passion for helping others reach their potential led her to work as a Vocation Skills trainer and a Customer Service trainer, offering on-the-job coaching and soft skill training for program participants, enabling their transition into competitive employment.

14. INDICATE CREDIT AVAILABLE TO YOUR COMPANY - \$1,000,000 line of credit available if needed

15. LIST BANK REFERENCES – please see attached

16. ARE YOU WILLING TO COMPLETE A DETAILED FINANCIAL STATEMENT AND FURNISH ANY OTHER INFORMATION REQUIRED AND REQUESTED BY THE CITY OF MUSKEGON - Yes

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Muskegon in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date this 3 day of November, 2023.

COMPANY/BIDDER NAME Amy Cumings - Goodwill Janitorial

SIGNATURE Amy Cumings

PRINTED NAME AND TITLE OF PERSON SIGNING Amy Cumings - Goodwill Janitorial Mgr.

Notary Public

Kathleen Ann King

KATHLEEN ANN KING
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MUSKEGON

My Commission Expires 8/14/2024

Acting in the County of Muskegon

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 28, 2023	Title: Sale of 730 Leonard Avenue
Submitted By: LeighAnn Mikesell	Department: Manager's Office
Brief Summary: Staff is seeking approval of the sale of 730 Leonard Avenue.	
Detailed Summary & Background: 730 Leonard Avenue was constructed through the agreement with Rudy Briggs to construct infill housing with ARPA funding. The offer is for full asking price with seller concession of \$4,950.	
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon.	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: to approve the purchase agreement for 730 Leonard Avenue.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 11/07/2023, _____ (time) MLS # _____

SELLING OFFICE: Core Realty Partners BROKER LIC.#: 6505385692 REALTOR® PHONE: _____

LISTING OFFICE: _____ REALTOR® PHONE: _____

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (choose one):

☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator

Primary Selling Agent Name: Meisha Brown Email: meishabrown@corerealty.com Lic.#: 6501419867

Alternate Selling Agent Name: _____ Email: _____ Lic.#: _____

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)

☐ Buyer has received the Seller's Disclosure Statement, dated _____.
 Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____
☐ Seller is exempt from the requirements of the Seller Disclosure Act.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon,
 County of Muskegon County, Michigan, commonly known as (insert mailing address: street/city/state/zip code)

730 Leonard Avenue, Muskegon, MI 49442

with the following legal description and tax parcel ID numbers:

LOT 5, EXCEPT THE WEST 0.66 FEET AND THE WEST 15.55 FEET OF LOT 6 BLOCK 3, GUNNS SUBDIVISION OF PART OF BLOCK 2, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN

PP# 6124405003000500

The following paragraph applies only if the Premises include unplatted land:

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

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 220,000.00
two hundred twenty thousand U.S. Dollars

7. **Seller Concessions**, if any: Seller to contribute 2.25% of purchase price towards buyer's closing costs, prepaids, discount and/or upfront mortgage insurance.

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
 SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

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

☐ CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

☒ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a VA MSHDA type 30 (year) mortgage in the amount of 96.5 % of the Purchase Price bearing interest at a rate not to exceed 7 % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 10 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ _____ representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from



Buyer's Initials



Seller's Initials

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

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

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

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

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

☐ OTHER:

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

☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.

☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

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

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

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

REFRIDGERATOR, STOVE, MICROWAVE, DISHWASHER

but does not include:

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

12. Assessments (choose one):

If the Property is subject to any assessments,

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

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

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

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

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

☐ No proration. (Choose one):

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

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

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

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

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

Other:

15. Inspections & Investigations:

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

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

All inspections and investigations will be completed within 10 days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, either (a) terminate this Agreement by written notice to Seller and receive a refund of Buyer's Earnest Money Deposit, or (b) make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of a proposed addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have

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Seller's Initials

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

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

Exceptions:

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

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

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

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

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

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

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

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

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

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 12/22/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

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

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

☒ At the completion of the closing of the sale.

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

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

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$ 150.00 per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

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

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

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 5pm (time) on 11/14/2023 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ 500.00 shall be submitted to Transnation Title Company (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

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

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

27. Other Provisions:

Seller to provide scope and schedule of remaining work to be completed in comparison to completed units.

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

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

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

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Seller's Initials

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

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

Buyer 1 Address: _____ X  dotloop verified
11/17/23 11:54 PM EST
SD9B-N15-LAH5-SYIN **Buyer**
Buyer 1 Phone: (Res.) _____ (Bus.) _____ Anthony Beckem
Print name as you want it to appear on documents.
Buyer 2 Address: _____ X _____ **Buyer**
Buyer 2 Phone: (Res.) _____ (Bus.) _____
Print name as you want it to appear on documents.

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

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

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

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

35. Listing Office Address: _____ Listing Broker License # _____
Listing Agent Name: _____ Listing Agent License # _____

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

X (Seller's Signature, Date, Time):  dotloop verified
11/16/23 8:49 AM EST
PH68-CBKJ-M7RM-ZJTP
Print name as you want it to appear on documents. Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*

X (Seller's Signature, Date, Time): _____
Print name as you want it to appear on documents. Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*

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

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

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

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

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

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Buyer's Initials



Seller's Initials

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: November 28, 2023	Title: Sale of 750 Leonard Avenue
Submitted By: LeighAnn Mikesell	Department: Manager's Office
Brief Summary: Staff is seeking approval of the sale of 750 Leonard Avenue.	
Detailed Summary & Background: 750 Leonard Avenue was constructed through the agreement with Rudy Briggs to construct infill housing with ARPA funding. The offer is for full asking price.	
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon.	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: to approve the purchase agreement for 750 Leonard Avenue.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 11/15/2023, 10:37 (time) MLS # _____

SELLING OFFICE: Pinnacle Realty, BROKER LIC.#: _____, REALTOR® PHONE: 2319559545

LISTING OFFICE: TLK Real Estate Inc., REALTOR® PHONE: 231-740-1034

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (choose one):

- ☐ Agent/Subagent of Seller ☐ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator

Primary Selling Agent Name: Adrian Valdez Email: homesbyvaldez@gmail.com Lic.#: 6501437937

Alternate Selling Agent Name: _____ Email: _____ Lic.#: _____

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)

- ☒ Buyer has received the Seller's Disclosure Statement, dated 04/13/2023.
☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____
☐ Seller is exempt from the requirements of the Seller Disclosure Act.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, County of Muskegon County, Michigan, commonly known as (insert mailing address: street/city/state/zip code)

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with the following legal description and tax parcel ID numbers:

LOT 5, EXCEPT THE WEST 0.66 FEET AND THE WEST 15.55 FEET OF LOT 6, BLOCK 3, GUNNS SUBDIVISION OF PART OF BLOCK 2, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN.

PP# 6124405003000800

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) all division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before 11/30/2023, of the proposed division to create the Premises.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 220,000, two hundred twenty thousand U.S. Dollars

7. **Seller Concessions**, if any: N/A

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

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

☒ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

☐ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a _____ type _____ (year) mortgage in the amount of _____ % of the Purchase Price bearing interest at a rate not to exceed _____ % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within _____ days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ _____ representing repairs required as a condition of financing. Buyer ☐ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from



Buyer's Initials



Seller's Initials

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

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

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

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

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

☐ OTHER:

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

☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.

☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

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

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

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

All appliances seen on 11/10/23

but does not include:

N/A

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Buyer's Initials



Seller's Initials

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

N/A

12. Assessments (choose one):

If the Property is subject to any assessments,

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

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

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

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

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

☐ No proration. (Choose one):

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

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

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

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

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

Other:

N/A

15. Inspections & Investigations:

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

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

All inspections and investigations will be completed within 10 days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, either (a) terminate this Agreement by written notice to Seller and receive a refund of Buyer's Earnest Money Deposit, or (b) make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of a proposed addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have

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

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

Exceptions:

N/A

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

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

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

N/A

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

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

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

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

N/A

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

N/A

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

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 12/15/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

N/A

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

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

☒ At the completion of the closing of the sale.

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

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

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$ 100 per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

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

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

N/A

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 9 PM (time) on 11/15/2023 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ 500 shall be submitted to ATA National Title (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

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

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

27. **Other Provisions:**

N/A

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

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

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

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

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

Buyer 1 Address: Lois Lohman dotloop verified 11/15/23 11:14 AM EST POB-KYGB-H13-GBH **Buyer**
 Buyer 1 Phone: (Res.) _____ (Bus.) _____ Lois Lohman
 Print name as you want it to appear on documents.
 Buyer 2 Address: _____ **Buyer**
 Buyer 2 Phone: (Res.) _____ (Bus.) _____
 Print name as you want it to appear on documents.

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

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

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

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

35. Listing Office Address: _____ Listing Broker License # _____
Listing Agent Name: _____ Listing Agent License # _____

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

X (Seller's Signature, Date, Time): LeighAnn Mikesell dotloop verified 11/15/23 8:55 AM EST OBOV-JCCT-TRAB-DLYW
 _____ Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*
 Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time): _____
 _____ Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*
 Print name as you want it to appear on documents.

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

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

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

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

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

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Buyer's Initials



Seller's Initials

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 28, 2023	Title: Sale of 1271 Spring Street
Submitted By: LeighAnn Mikesell	Department: Manager's Office
Brief Summary: Staff is seeking approval of the sale of 1271 Spring Street.	
Detailed Summary & Background: 1271 Spring Street was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for \$4,000 over asking price with the overage covering the cost of central air. This results in a full price offer.	
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon.	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: to approve the purchase agreement for 1271 Spring Street.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 11/03/2023, _____ (time) MLS # 23140881 # _____

SELLING OFFICE: Re/Max West BROKER LIC.#: 6505356201 REALTOR® PHONE: 231-830-2251

LISTING OFFICE: West Urban Realty REALTOR® PHONE: 616-368-2459

- Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.
- Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (choose one):
☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator
 Primary Selling Agent Name: Kurt Pieczynski Email: remaxkurt@gmail.com Lic.#: 6502356202
 Alternate Selling Agent Name: Cell 231-638-1389 Email: _____ Lic.#: _____
- Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
☐ Buyer has received the Seller's Disclosure Statement, dated _____.
☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____
☒ Seller is exempt from the requirements of the Seller Disclosure Act.
- Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.
- Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon,
 County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
1271 Spring Street, Muskegon, MI 49442
 with the following legal description and tax parcel ID numbers:
The east 74' of lot 10 Blk 264 Revised Plat of 1903, City of Muskegon, Muskegon County

PP# 24205264001000

The following paragraph applies only if the Premises include unplatted land:

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

- Purchase Price:** Buyer offers to buy the Property for the sum of \$ 159900
one hundred fifty-nine thousand nine hundred U.S. Dollars
- Seller Concessions**, if any: NONE
- Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
 SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

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

- ☐ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.
- ☒ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a VA type 30 (year) mortgage in the amount of 100 % of the Purchase Price bearing interest at a rate not to exceed current % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 4 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ _____ representing repairs required as a condition of financing. Buyer ☐ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

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

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

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

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

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

☐ OTHER:

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

☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.

☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

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

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

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

but does not include:

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Buyer's Initials



Seller's Initials

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

12. Assessments (choose one):

If the Property is subject to any assessments,

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

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

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

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

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

☐ No proration. (Choose one):

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

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

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

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

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

Other:

City Utilities

15. Inspections & Investigations:

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

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

All inspections and investigations will be completed within 0 days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, either (a) terminate this Agreement by written notice to Seller and receive a refund of Buyer's Earnest Money Deposit, or (b) make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of a proposed addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have

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

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

Exceptions:

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

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

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

Buyer side to close at Premier Lakeshore Title Muskegon

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

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

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

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

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

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

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 12/15/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee**. Exceptions:

Buyer and seller agree to close as soon as all documents are ready for closing

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

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

☒ At the completion of the closing of the sale.

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

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

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

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

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

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 5 (time) on 11/07/2023 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ 1000 shall be submitted to Premier Lakeshore Title (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.
25. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.
26. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
27. **Other Provisions:**

Per City of Muskegon offer to include \$4000 appliances allowance and central air to be installed.

28. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.
29. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.
30. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic

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

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

Buyer 1 Address 1941 Westwood Dr. Grand Rapids, MI 49525 X   **Buyer**

Buyer 1 Phone: (Res.) 616-364-5128 (Bus.) _____ Jazmin Johnson
 Print name as you want it to appear on documents.

Buyer 2 Address Email johnsonjc13@yahoo.com X _____ **Buyer**

Buyer 2 Phone: (Res.) _____ (Bus.) _____
 Print name as you want it to appear on documents.

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

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

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

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

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

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

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

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

X (Seller's Signature, Date, Time): _____
 _____ Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*
 _____ Print name as you want it to appear on documents.

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

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

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

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

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



Congratulations, Jazmin

You've been preapproved with Veterans United Home Loans — The Nation's **#1 VA Lender** for homebuyers!
Below is your ticket to buying your next home.

Our mission is world-class service. We exist to serve our Veterans, communities and you with incredible commitment and care. It's why more Veteran homebuyers have chosen Veterans United than any other VA lender for the last seven years.

To the sellers: Jazmin is ready to buy your home. We've checked their income, assets, and credit. They've put in the work and we're confident they are the right buyer for you.

To the agents: Veterans United Loan Officer Samuel Schroeder leads Jazmin's homebuying team. They're always a quick call away for any questions you may have. And since we do all of our underwriting in-house, you'll never be left wondering where things are at.

VA HOME LOAN | 30-YEAR FIXED RATE

Jazmin Johnson is preapproved for \$185,000.

Your Dedicated Loan Team



Samuel Schroeder

★★★★★ 57 Reviews

Loan Officer NMLS #2172178

[VU.com/LO/Samuel-Schroeder](https://veteransunited.com/LO/Samuel-Schroeder)

Call Loan Team

[573-876-2600](tel:573-876-2600) 1537

Email

Samuel.Schroeder@vu.com

Preapproval issued 10/18/2023. Any changes to income, assets, or credit could affect the preapproval. Other conditions specific to this loan include:

- Acceptable appraisal to support the value on signed purchase agreement
- Acceptable title policy
- Acceptable flood certification
- Clear termite inspection
- Final Underwriting Approval
- Acceptable VA Issued Certificate of Eligibility
- Loan officer has verified income



Disclosure Regarding Real Estate Agency Relationships



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following **duties** to the client:
 - a. The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - b. The performance of the terms of the service provision agreement.
 - c. Loyalty to the interest of the client.
 - d. Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - e. Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
 - f. An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - g. Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following **services** to his or her client:
 - a. When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - b. Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
 - c. Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - d. After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - e. For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer.

TRANSACTION COORDINATORS

A transaction coordinator is a **licensee who is not acting as an agent of either the seller or the buyer**, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

REAL ESTATE LICENSEE DISCLOSURE – THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer and/or seller below is (choose one):

- ☐ Seller's agent or subagent
☐ Seller's agent – limited service agreement
☒ Buyer's agent or subagent
☐ Buyer's agent – limited service agreement
☐ Dual agent
☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of confidential information.

Licensee	Date

The undersigned ☐ does ☒ does not have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as a ☐ Buyer ☐ Seller.

ACKNOWLEDGMENT: By signing below, the parties confirm that they have received and read the information on this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT**

<i>Jacquin Johnson</i>	
Potential ☒ Buyer ☐ Seller (check one)	Potential ☐ Buyer ☐ Seller (check one)
Date	Date



WEST MICHIGAN REGIONAL ADDENDUM TO PURCHASE AGREEMENT

MLS # 23140881	Date: 11/08/2023	(time)
Selling Office Re/Max West	REALTOR® Phone 231-830-2251	Fax
Listing Office West Urban Realty	REALTOR® Phone 616-366-2459	Fax

1. Addendum # _____ to Purchase Agreement dated 11/03/2023 covering property at
1271 Spring Street, Muskegon, MI 49442

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:

Sale price to be \$163,900 with central air to be included.

No appliances to be included in sale.

3. The ☐ Seller ☒ Buyer (check one) gives the above-named REALTOR® 1 days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Date 11/08/2023

X *Jazmin Johnson* dotloop verified
11/08/23 11:41 AM EST
ZWC7-MYPG-YTN5-DCIW Buyer
(Note: Please sign as you wish your name to appear on documents.)

Witness

X _____ Buyer
(Note: Please sign as you wish your name to appear on documents.)

5. RECEIPT IS ACKNOWLEDGED BY SELLER of a copy of this Agreement.

Date _____

X *LeighAnn Mikesell* dotloop verified
11/08/23 3:43 PM EST
FK8K-LMN8-678B-FVNH Seller
(Note: Please sign as you wish your name to appear on documents.)

Witness

X _____ Seller
(Note: Please sign as you wish your name to appear on documents.)



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: November 21, 2023	Title: Former Employee Health Refund Calculation
Submitted By: Jonathan Seyferth	Department: City Manager
Brief Summary: This is a clarification action from our Sept. 26, 2023 meeting where the Commission approved repayment of overpayments by former team members for health insurance. The clarification is, that the repayments go back to January 1, 2020 (this is consistent with what was done for current employees). (summary from original memo) Traditionally (and per all five union contracts), employees paid 10% of their health benefits (after 2017, this included three components: Health Insurance, Co-insurance, and Deductibles). An error in the calculation occurred at some point, and employees began paying more than 10%. This was brought to our attention in early 2023, and the insurance contributions have been corrected for all active employees. The commission must now consider addressing this matter with former team members who left employment between the error starting and being corrected.	
Detailed Summary & Background: Starting in 2017, the city began using three different factors to determine employee contributions to their insurance premiums (a percentage of actual monthly premiums and a percentage of City Paid Benefits (co-insurance & deductibles)). Before 2017, just insurance premiums were used as a factor. This change was made because of cost increases in co-insurance and deductibles. Sometime after 2017, a calculation error occurred, and employee contributions increased above the 10% level. Earlier this year, the City Commission approved repayment of benefit overpayments to current employees (Jan. 1, 2020 through early 2023). The administration is now asking the Commission to consider reimbursement of the overpayment to former employees who left the City between January 1, 2020, and the end of 2022 and who also overpaid insurance premiums. During that period, 58 former team members took health insurance and overpaid. Individual overpayment ranges from about \$3,200 to less than \$10. The total cost to repay these former team members the overpayment is \$51,696.83.	
Goal/Focus Area/Action Item Addressed: N/A	
Amount Requested: \$52,696.83	Budgeted Item: Yes ☐ No ☒

Fund(s) or Account(s): Various – the appropriate departments and funds will cover this cost.	Budget Amendment Needed: Yes ☒ No ☐
Recommended Motion: Motion to Approve Repayment of overpaid insurance premiums to former team members for the period from January 1, 2020, through January 2023.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting: Yes ☐ No ☒

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: November 28 th , 2023	Title: Property Exchange for LIHTC Projects with Grace Community, LLC
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: In order to move forward on Berkshire Spring Street from General Capital and Allen Crossing/Amity Commons from Spire Development, staff recommends the proposed property exchange in the attached letter to remedy a reverter clause discovered during title work.	
Detailed Summary & Background: The City sold parcels at 159 Amity Avenue, 158 Allen Avenue, 923 Jay Street, 201 Jay Street, and 974 Spring Street to Grace Community, LLC with the intention of their developing a commercial/retail complex onsite. The quit claim deed includes a reverter clause if complex was not completed in 3 years, which passed in July of 2022. Since then, the city has identified the sites as ideal for LIHTC development and has standing approved agreements with both Spire Development as well as General Capital for a proposed set of 4 buildings that include nearly 150 affordable apartment units. For these 3 LIHTC projects that have been previously approved by city commission to move forward, the developers must demonstrate site control to MSHDA. These deed reversions result in Grace Community, LLC being unable to convey small portions of the total development site to Spire and General Capital thereby jeopardizing 3 of the 5 Low Income Housing Tax Credit developments we have been working on. Upon finding this out from representatives of Grace Community, staff worked with them on a mutually beneficial solution. Essentially, pending appropriate title work and a third-party appraisal of all lots staff is proposing an exchange of properties with Grace Community, LLC reflected in the attached map, where Grace Community keeps the properties the city previously sold them for roughly \$11,5000 in 2019 minus 201 Jay Street which we take back, and gives the City of Muskegon 970 Jay, 973 Jay, 200 East Apple, 212 East Apple, and 218 East Apple. This results in both parties ending up with contiguous properties, and preserves the property necessary for all approved LIHTC proposals.	
Goal/Focus Area/Action Item Addressed: Goal 1.4 Improved Public Spaces, Goal 2.1 Increased Housing Variety Goal 4.3 Increased Revenue	
Amount Requested: \$0	Budgeted Item: Yes ☐ No ☐ N/A ☒

Fund(s) or Account(s): TBD	Budget Amendment Needed: No Yes ☐ No ☐ N/A ☒
Recommended Motion: Motion to approve the exchange of 159 Amity Avenue, 158 Allen Avenue, 923 Jay Street, and 974 Spring Street for 970 Jay Street, 974 Jay Street, 200 East Apple, 212 East Apple, and 218 East Apple as presented, pending a third party appraisal of all sites and completed title work prior to closing, and to authorize the mayor and clerk to sign.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting: Yes ☐ No ☒



MARK F. FAIRCHILD Liber: 4199 Page: 374
 REGISTER OF DEEDS PAGE: 1 of 2
 Muskegon County Michigan 09/10/2019 11:39 AM
 D02 5665097

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a Municipal Corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS TO: **GRACE COMMUNITY, LLC**, a Michigan Limited Liability Company, of 5801 Safety Drive NE, Belmont, MI 49306

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

****See Attached****

for the sum of: Eleven Thousand Two Hundred Eighty-Eight Dollars (\$11,288)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete construction of the commercial/retail development on the premises herein conveyed within three (3) years after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. "Complete construction" means: (1) issuance of all commercial/retail building permits by the City of Muskegon; and, (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the commercial/retail development described in the said building permits. In the event of reversion of title of the above-described premises, improvements made thereon shall become the property of Grantor. These covenants and conditions shall run with the land.

Subject to any easements or use restrictions of record.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this 31st day of July 2019

Signed in the presence of:

Jacqueline Emy
 Jacquelin Emy
Jennifer Peterson
 Jennifer Peterson

CITY OF MUSKEGON

By Stephen Gawron
 Stephen Gawron, Its Mayor

and Ann Marie Meisch
 Ann Marie Meisch, MMC, Its Clerk

STATE OF MICHIGAN
 COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 31st day of July 2019, by STEPHEN GAWRON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Hope Mitchell
 City of Muskegon
 933 Terrace St Room 202
 Muskegon, MI 49440
 Telephone: (231) 724-6702

Kimberly Young
 Kimberly Young, Notary Public
 Acting in the County of Muskegon, MI
 Muskegon County, MI
 My Comm. Expires: June 7, 2025

✓ WHEN RECORDED RETURN TO:
 GRANTEE

C/o AYA Sure
 1161 W. Southern
 Muskegon, MI 49441

SEND SUBSEQUENT TAX BILLS TO:
 GRANTEE

C/o AYA Sure
 1161 W. Southern
 Muskegon, MI 49441

LEGAL DESCRIPTIONS:

159 Amity Ave. Parcel # 61-24-205-208-0003-00:
CITY OF MUSKEGON REVISED PLAT OF 1903 ALL OF LOT 3 & LOT 4 & EAST 39
FEET OF LOT 5 BLOCK 208.

158 Allen Ave. Parcel # 61-24-205-208-0013-00:
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 13 BLOCK 208.

923 Jay St. Parcel # 61-24-205-208-0001-10:
CITY OF MUSKEGON REVISED PLAT 1903 SOUTH 50 FEET LOT 1 BLOCK 208.

201 Jay St. Parcel # 61-24-205-214-0005-00:
CITY OF MUSKEGON REVISED PLAT 1903 LOT 5 & NORTH 8 FEET LOT 6 BLOCK 214.

974 Spring St. Parcel # 61-24-205-215-0006-00:
CITY OF MUSKEGON REVISED PLAT 1903 LOT 6 & PART LOT 5 DESCRIBED AS:
COMMENCING AT SOUTHWEST CORNER LOT 5 THENCE NORTHWESTERLY
ALONG SOUTHWESTERLY LINE SAID LOT 50 FEET THENCE NORTHEASTERLY
PARALLEL WITH SOUTHEASTERLY LINE SAID LOT 5 46 FEET THENCE EAST
PARALLEL WITH SOUTH LINE ALLEN AVENUE TO EAST LINE SAID LOT THENCE
SOUTH ALONG EAST LINE SAID LOT TO SOUTHEAST CORNER THEREOF THENCE
SOUTHWESTERLY ALONG SOUTHEASTERLY LINE SAID LOT 68 FEET TO POINT OF
BEGINNING BLOCK 215.





November 21, 2023

Jake Eckholm
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

via email: jake.eckholm@shorelinecity.com

Jake,

Per our email exchanges last week, we were recently made aware that five parcels purchased by Grace Community, LLC from the City of Muskegon in July of 2019 carried a clause in the quit claim deed that required the properties to revert back to City ownership in the event Grace Community, LLC did not complete construction of a commercial/retail development on the premises within three (3) years.

Within six months of Grace Community's purchase of the parcels, a worldwide pandemic wreaked havoc on much of the United States, including Muskegon. One of the many lasting outcomes of the pandemic was the near collapse of the professional office rental market. Another outcome of the pandemic was a need to build more housing at several price points. As you can imagine, Grace Community's plan for an office and retail building needed to change. Beginning in early 2022, our leadership shifted its focus away from office/retail and decided to partner for the construction of affordable housing on the site.

Currently, we have three separate projects planned for the site that we intend to submit for MSHDA approval on December 1, 2023. The City's Planning Commission and City Commission have collectively completed several approvals to move this effort forward.

We are seeking one additional approval. We are asking the City Commission to consider retroactively eliminating the reversion language on four of the five parcels and allow the fifth to revert to city ownership as follows:

1. 159 Amity Ave (Eliminate Language)
2. 158 Allen Ave (Eliminate Language)
3. 923 Jay St (Eliminate Language)
4. 201 Jay St (Revert to City Ownership)
5. 974 Spring (Eliminate Language)

In exchange for the approval, Grace Community will issue a quit claim deed for Grace Community-owned properties as follows: 970 Jay Street, 974 Jay Street, 200 E. Apple Ave., 212 E. Apple Ave., and 218 E. Apple Ave.

It is important to note that this property is not owned by the WheelFish Group. Grace Community, LLC is a community-based company owned by Brad Playford with the goal of raising funds to meet the various community missions of both The WheelFish Group and our Private Foundation, Reset Ventures.

One of our more important community missions is the building of affordable and attainable housing in Muskegon County. In the big picture, we would like to lead, assist, or support construction of 3,000 residential units in Muskegon County. This project will help us move closer to that goal, and any profits derived from the

transaction will be reinvested in the community through our very active charitable giving plan that includes more than \$1.5M in charitable gifts scheduled for disbursement over the next 18 months.

Grace Community shouldered significant risk in collecting the 23 parcels needed to accommodate the 4 proposed Affordable Housing projects. Over the course of the last four years, Grace Community has incurred more than \$680,000 in costs buying properties, demolishing blighted buildings, quieting title issues, and carrying the properties as we worked to find a solution in a difficult post-COVID building environment. In addition to the dollars spent, we have paid several staff members to meet with potential sellers, negotiate purchases, and manage the collection. It's been a monumental effort and expensive effort. But that effort would end today if the five parcels are reverted to City ownership.

With all of this in mind, Grace Community would like to propose the following to cure the reversion and ensure that the City is compensated for their efforts as well. As shown on the attached Exhibit, Grace Community would re-establish ownership of 159 Amity, 158 Allen, 923 Jay, 201 Jay, and 974 Spring. Grace Community would allow 923 Jay to return to City ownership and additionally would deed 970 Jay, 974 Jay, 200 E Apple, 212 E Apple, and 218 E Apple to the City.

Grace Community would own the following parcels unencumbered totaling .87 acres with a collective \$6,000 SEV:

Adress	Acres	2023 SEV
159 Amity	.41	\$2,100
158 Allen	.21	\$1,600
923 Jay	.07	\$700
974 Spring	.18	\$1,600
TOTAL	.87	\$6,000

The City of Muskegon would own the following parcels unencumbered totaling .68 acres with a collective \$16,800 SEV:

Adress	Acres	2023 SEV
201 Jay	.11	\$1,600
970 Jay	.13	\$1,400
974 Jay	.18	\$1,600
200 E Apple	.17	\$8,300
212 E Apple	.06	\$1,400
218 E Apple	.03	\$2,500
TOTAL	.68	\$16,800

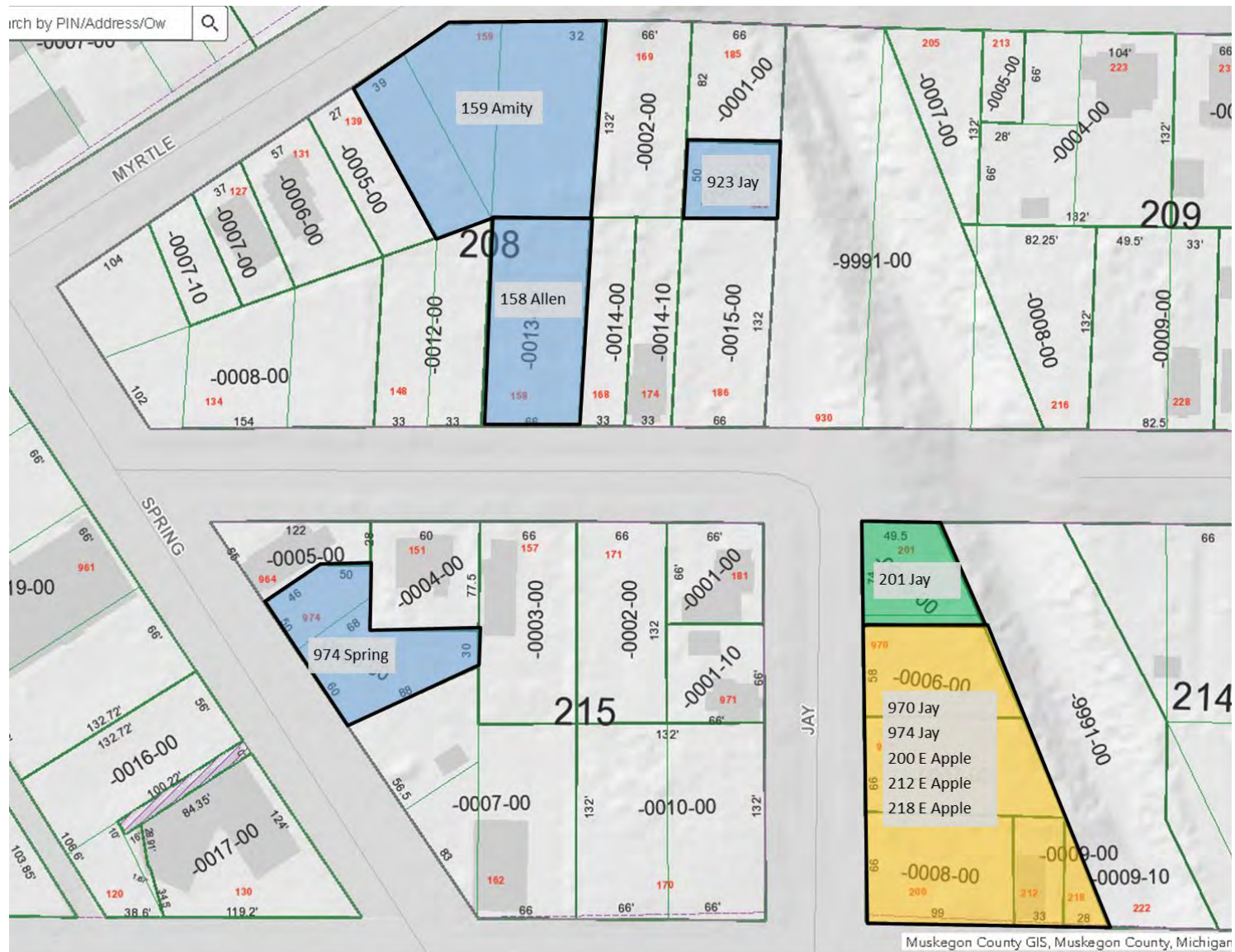
We ask that this request be taken to the City Commission for consideration prior to November 30, 2023.

Sincerely,



Brad Playford
Grace Community, LLC

Exhibit A



WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 28, 2023	Title: Precinct Consolidation/Changes
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: The law was recently changed allowing precincts sizes to change from 2,999 voters to 4,999 voters. This in conjunction with nine days of early voting, the usage of our voting trailer, and the expansion of absentee voting gives the City the opportunity to reduce the number of precincts needed in the City.	
Detailed Summary & Background: Staff proposes to do the following: Ward 1: Combine Precinct 1 (MCC) and Precinct 2 (Bethesda Church) and move to Central Assembly of God that has a large gym building separate from the church and an expansive parking lot. We also recommend combining Precincts 3 (Central Assembly of God) and 4 (Central Assembly of God) that are already located in this building. There are two sides to the building that can comfortably accommodate both precincts. Ward 2: Move voters that reside in Precinct 6 (City Hall) from Wood Street, Apple, Forest, Getty, Evanston, McLaughlin, and Chestnut (approximately 361 voters) to Precinct 5 (Smith Ryerson). Combine Precincts 6 (City Hall) and Precinct 7 (City Hall). Ward 3: Eventually we would like to combine Precincts 8 (DPW) and 9 (Muskegon High School) after completion of construction and move Precinct 10 (Muskegon Farmers Market) to Boys and Girls Club upon completion of renovations. Ward 4: Combine Precincts 11 (Celebration Community Church) and Precinct 12 (McGraft Park) and move to Celebration Community Church that has a large open space and plenty of parking. We also recommend combining Precincts 13 (Lakeside Baptist Church) and 14 (Great Lakes Museum) and move to Great Lakes Museum.	
Goal/Focus Area/Action Item Addressed: Action Item 2022-3.2 Increase education and outreach to voters.	
Amount Requested:	Budgeted Item: Yes ☐ No ☐ N/A ☐
Fund(s) or Account(s):	Budget Amendment Needed: Yes ☐ No ☐ N/A ☐

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

Approvals:

Immediate Division Head ☒

Information Technology ☐

Other Division Heads ☒

Communication ☐

Legal Review ☐

Guest(s) Invited / Presenting:

Yes ☐

No ☒