

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 27, 2018 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. 2018-2019 Muskegon High School Community Officer Agreement** Public Safety
 - C. Rezoning Several Properties** Planning & Economic Development
SECOND READING
 - D. Livability Magazine** City Manager
 - E. Muskegon Convention Center – Owners Representative Agreement** City Manager
 - F. Approval of Sale: City-Owned Home at 1350 Eastwood** Community & Neighborhood Services
 - G. COAM (Command Officers Association of Michigan) 2019 Renewal** City Manager
- ☐ **PUBLIC HEARINGS:**
- ☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

A. Parking Restrictions December 1 – March 1 Public Safety

☐ **NEW BUSINESS:**

B. Concurrence with the Housing Board of Appeals Notice and Order to Demolish Public Safety

561 Catherine Avenue (garage only)

1874 Manz Street

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

- ▶ **Reminder: Individuals who would like to address the City Commission shall do the following:**
- ▶ Fill out a request to speak form attached to the agenda or located in the back of the room.
- ▶ Submit the form to the City Clerk.
- ▶ Be recognized by the Chair.
- ▶ Step forward to the microphone.
- ▶ State name and address.
- ▶ Limit of 3 minutes to address the Commission.
- ▶ (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: November 21, 2018

Here is a quick outline of the items on our very full agenda:

Note: Beth Lewis will serve as Acting City Manager at the meeting

1. Under the Consent Agenda, we are asking the Commission to consider the following:
 - a. Approval of meeting minutes from the most-recent City Commission meeting.
 - b. Approval of the 2018-19 contract to provide an on-site community officer for Muskegon Public Schools. The agreement is unchanged from the current year, with the exception of a 3% increase in cost.
 - c. We will consider the second reading of the rezoning of several parcels along Houston Ave between 5th and 6th Streets.
 - d. Staff is seeking permission to expense \$17,000 to advertise in the Muskegon Lakeshore livability Magazine – a first-time publication for our community. The City will be splitting this cost with our partner agencies that serve Downtown Muskegon.
 - e. Staff is seeking authorization to hire Construction Simplified to act as our Owner's Representative throughout the design and construction of the convention center. All parties involved in the convention center have agreed that this is the correct process to ensure the project is completed on time and on budget.
 - f. Staff is seeking approval of a resolution and sale of the city-owned home at 1350 Eastwood.
 - g. We have settled with the Command Officers Division on a new 4-year contract. The terms are outlined in the attached Tentative Agreement. It was approved by their bargaining unit with only one opposition vote. We are recommending approval.
2. Under Unfinished Business we will be proposing an updated winter parking ordinance.
3. Under the New Business, we are asking the Commission to consider the following:

- a. Concurrence with the Housing Board of Appeals Order to demolish two structures.
- b. CNS is seeking permission to sell the property at 1350 Eastwood. This property was rehabilitated with the city's HOME Program Funds.

Date: November 20, 2018
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the November 13, 2018 Regular Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 13, 2018 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, November 13, 2018. Mr. George Monroe, Evanston Avenue Baptist, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood Commissioners Ken Johnson (arrived at 5:35 p.m.), Byron Turnquist, Debra Warren, Willie German, Jr., and Dan Rinsema-Sybenga, City Manager Franklin Peterson, City Attorney Brian Liebrandt, and Deputy City Clerk Kimberly Young.

HONORS AND AWARDS:

A. City of Muskegon Employees – Years of Service Awards

The Mayor and Commissioners congratulated and thanked city employees for various levels of years of distinguished, loyal service. Certificates of Appreciation were presented to those employees that were in attendance.

2018-80 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve minutes of the October 12, 2018 Goal Setting Meeting and the October 23, 2018 Regular Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

C. Purchase of 567 Leonard Avenue Community & Neighborhood Services

SUMMARY OF REQUEST: To approve the purchase of home located at 567 Leonard Avenue in Jackson Hill Neighborhood for the price of \$35,000.

After the sale, CNS will rehabilitate the single family dwelling as part of the HOME funded Homebuyers Program.

FINANCIAL IMPACT: The funding used for the purchase and rehabilitation will come from 2018 HOME funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request to purchase the property.

D. Set Public Hearing for Amendment to the Downtown Development Plan and Tax Increment Financing Plan Planning & Economic Development

SUMMARY OF REQUEST: To approve the resolution setting a public hearing for an amendment to the Downtown Development (DDA) Plan and Tax Increment Financing (TIF) Plan, and notifying the taxing jurisdictions of the plan amendment including the opportunity to express their views and recommendations regarding the proposed amendment at the public hearing. The proposed amendment is to add certain properties to the tax capture.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution and authorize the Mayor and Clerk to sign the resolution.

COMMITTEE RECOMMENDATION: The Brownfield Redevelopment Authority unanimously approved the proposed amendment at their October 30 meeting.

E. State Revolving Fund – Sewer Project Administration Assistance
Department of Public Works

SUMMARY OF REQUEST: Authorize staff to extend the existing engineering services agreement with Prein & Newhof to provide administrative assistance during the implementation of the State Revolving Fund (SRF) sewer projects in 2019 and 2020.

Prein & Newhof completed the preliminary plan for sewer upgrades that resulted in funding through the MDEQ for approximately \$7.7 Million in sewer upgrade projects for 2019 and 2020. Staff would like to retain Prein & Newhof's services to assist in the administration and oversight of these projects to ensure compliance with MDEQ requirements and successful implementation of the projects.

FINANCIAL IMPACT: \$10,000

BUDGET ACTION REQUIRED: Allocate an additional \$10,000 to the already existing engineering services agreement. This will be addressed in the 1st Quarter Reforecast.

STAFF RECOMMENDATION: Authorize staff to extend the existing engineering service agreement with Prein & Newhof.

F. Replacement of Storage Area Network (SAN) Information Technology

SUMMARY OF REQUEST: Currently we have a Storage Area Network (SAN) array that holds 50 virtualized servers covering all City functions. The industry standard is to replace such critical SAN units every five years; currently, we are approaching year seven.

We have spent months meeting with multiple vendors reviewing products and associated quotes. We are recommending the Tegile array proposal for the City of Muskegon. Of the three submitted, Tegile came in at the lowest price and provides the best long-term value in features and performance.

Tegile units are also used in the Muskegon Central Dispatch datacenter and having the same technology is beneficial to both.

FINANCIAL IMPACT: \$49,766.02

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the Tegile quote for \$49,766.02.

Motion by Commissioner Warren, second by Commissioner German, to approve the consent agenda as presented, except item B.

ROLL VOTE: Ayes: Gawron, Hood, Warren, German, Rinsema-Sybenga, Turnquist, and Johnson

Nays: None

MOTION PASSES

2018-81 REMOVED FROM CONSENT AGENDA:

B. Request for Authorization to Sign Planning & Economic Development

SUMMARY OF REQUEST: Request to authorize Mike Franzak from the Planning Department to sign purchase agreements on closing documents for property transactions on behalf of the City.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval to authorize.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to authorize Mike Franzak from the Planning Department to sign purchase agreements and closing documents for commission approved property transactions on behalf of the City.

ROLL VOTE: Ayes: Hood, Warren, German, Rinsema-Sybenga, Turnquist, Johnson, and Gawron

Nays: None

MOTION PASSES

2018-82 NEW BUSINESS:

A. Rezoning Several Properties Planning & Economic Development

SUMMARY OF REQUEST: Staff initiated request to rezone 372, 380, 388, 394, 398, 406, 414 Houston Avenue; and 1148 6th Street from R-3, High-Density Single-Family Residential to Form Based Code, Urban Residential to allow for more housing options.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the rezonings.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the rezonings (plus the rezonings of 1246, 1252, and 1258 5th Street) by a 7-1 vote, with one member absent, at the October 4 Special Planning Commission meeting. Staff has recently recommended to remove 1246, 1252, and 1258 5th Street from the request due to comments from the public.

Motion by Commission Rinsema-Sybenga, second by Commissioner Johnson, to approve the rezonings.

ROLL VOTE: Ayes: Warren, Rinsema-Sybenga, Turnquist, Johnson, Gawron, and Hood

Nays: German

MOTION PASSES

SECOND READING REQUIRED

B. Parking Restrictions December 1 – April 1 Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission approve the changes for Chapter 92, L09 of the ordinance regarding the snow emergency parking between December 1 and April 1.

- Parking will be allowed between 5:00 am and 5:00 pm on odd or even calendar days based on the odd and even numbered street addresses.
- Between 5:00 pm and 5:00 am parking will be allowed on both sides of the street.
- Where parking is currently allowed only on one side of the street, parking is allowed, except between the hours of 2:00 am – 6:00 am.
- On Western Avenue, between 7th Street and Terrace Street, parking is allowed except between the hours of 2:00 am and 6:00 am.
- All signed parking restrictions apply all days of the week.
- This Section applies to every portion of every block of every city street.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the Parking Restrictions changes to the Code of Ordinances.

Motion by Commissioner Warren, second by Commissioner Rinsema-Sybenga, to approve the Parking Restrictions Changes to the Code of Ordinances.

Motion to table this item until November 27, 2018 so that some changes can be made.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Turnquist, Johnson, Gawron, Hood, and Warren

Nays: None

MOTION PASSES

Original Motion not voted on.

C. Short Term Rental Discussion City Manager

City Manager Frank Peterson and Public Safety Director Jeffrey Lewis presented information on a proposed Short Term Rental Ordinance. The Commissioners were provided with a copy of the proposed ordinance for review. This item will be considered in the near future.

D. Disposition of 1021 Jefferson City Manager

SUMMARY OF REQUEST: Staff has received multiple purchase offers and development proposals for the city-owned employee parking lot on the corner of Apple and Jefferson. Staff is seeking permission to execute a Letter of Intent to sell 1021 Jefferson Street to General Capital in anticipation of constructing a 73-unit housing developments focused on providing quality workforce housing.

STAFF RECOMMENDATION: Staff recommends approval of the request.

Motion by Commission Johnson, second by Commissioner Rinsema-Sybenga, to approve the request to execute a Letter of Intent to sell 1021 Jefferson Street to General Capital in anticipation of constructing a 73-unit housing development.

ROLL VOTE: Ayes: Turnquist, Johnson, Gawron, Hood, Warren, German, and Rinsema-Sybenga

Nays: None

MOTION PASSES

E. Letter of Intent with Mart Dock City Manager

SUMMARY OF REQUEST: Staff is seeking permission to enter into a Letter of Intent with Mart Dock with the goal of determining the feasibility of swapping their property commonly referred to as the Third Street Dock with our property commonly referred to as Fisherman's Landing. The goal of the swap would be to relocate all of the Mart Dock's shipping operations away from their downtown location to the city property adjacent to the BC Cobb site. The downtown site would be redeveloped into a mixture of public space, residential, and commercial uses. This agreement does not commit either party to the swap, but

rather gives both parties time/access to study the feasibility of the complicated transaction.

STAFF RECOMMENDATION: Staff recommends approval of the request.

Motion by Commission Rinsema-Sybenga, second by Commissioner Warren, to approve the request to execute a Letter of Intent with Mart Dock.

ROLL VOTE: Ayes: Johnson, Gawron, Hood, Warren, German, Rinsema-Sybenga, and Turnquist

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Commissioner Warren is still interested in having a meeting/workshop for the general public to learn how they can become involved in local government and will be working with Ann on this matter.

Commissioner Warren also inquired about a Park inventory. LeighAnn Mikesell indicated that she and Bernadette Young, Parks Supervisor, had recently discussed the same and were preparing a prioritized list of wants and needs, including some restructuring, etc.

Commissioner Johnson asked how things were going at McGraft Park in reference to the disc golf course. LeighAnn Mikesell indicated that tree trimming and pruning is under way and currently intends to be ready to re-open the disc golf in the Spring of 2019.

Commissioner Rinsema-Sybenga explained the Community Relations Spreadsheet that was provided for review as the time to fill vacancies and make appointments and re-appointments is drawing near.

PUBLIC PARTICIPATION: Public Comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 8:02 p.m.

Respectfully Submitted,

Kimberly Young, Deputy City Clerk

Commission Meeting Date: November 27, 2018

Date: November 20, 2018

To: Honorable Mayor and City Commission

From: Jeffrey Lewis, Director of Public Safety

RE: 2018 – 2019 Muskegon High School Community Officer Agreement

SUMMARY OF REQUEST: To approve the 2018 – 2019 Muskegon High School Community Officer Agreement. This agreement provides Muskegon High School with a Community Officer during the nine months school is in session.

FINANCIAL IMPACT: Muskegon Public Schools agrees to pay the City of Muskegon \$2,533.53 each month, from September 2018 through May 2019, totaling \$22,801.77.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the 2018 – 2019 Muskegon High School Community Officer Agreement.

COMMUNITY OFFICER & MUSKEGON PUBLIC SCHOOLS

AGREEMENT 2018 - 2019

This Agreement is effective **August 27, 2018** through **June 11, 2019**, between the City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and Muskegon Public Schools, of 349 West Webster, Muskegon, Michigan, 49440 ("MPS"), with reference to the following facts:

Background

A. City and MPS have determined that it is in each of their best interests to continue police services at the Muskegon High School ("MHS").

B. City has agreed to provide a police officer to be on patrol at MHS. At all times the officer assigned to work at MHS shall be a City police officer and, as such an employee of the City. Duties will be decided between mutual parties. However, it is agreed that a component of the role is to help establish a positive, safe learning environment at MHS and develop positive relationships with the student body.

C. MPS has agreed to pay the City a flat rate according to nine (9) months of service. The community officer will report to the MHS principal.

It is therefore agreed:

1. **Officer.** City shall provide a police officer to be on patrol at MHS during MHS's published academic calendar year, commencing **September 4, 2018** (which shall not include any published vacation days or summer school sessions. i.e. Christmas break, mid-winter break, Thanksgiving break, Professional Development days, Good Friday, Hackley Day or Memorial Day). The officer shall be present at MHS during hours which are mutually agreeable between the City and MPS.

2. **Payment.** MPS shall pay **\$2,533.53** on the first of **EACH MONTH**, as invoiced, commencing **September 4, 2018** through **June 11, 2019**. Total payment will not exceed **\$22,801.77**.

3. **Term: Termination.** The term of this Agreement shall be for one year from **August 27, 2018** through **June 11, 2019**, and may be renewed annually by mutual agreement. This Agreement may be terminated before the end of its term by subsequent written agreement, which shall be signed by both parties.

4. **Venue.** The parties agree that for purposes of any dispute in connection with this agreement, the Muskegon County Court shall have exclusive jurisdiction and venue.

MUSKEGON PUBLIC SCHOOLS

CITY OF MUSKEGON

By: _____

By:

Name: Justin M. Jennings

Name: Stephen J. Gawron

Title: Superintendent

Title: Mayor

Date: _____

Date:

Commission Meeting Date: November 27, 2018

Date: November 26, 2018
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Rezoning Several Properties – SECOND READING

SUMMARY OF REQUEST:

Staff initiated request to rezone 372, 380, 388, 394, 398, 406, 414 Houston Ave; and 1148 6th St from R-3, High-Density Single-Family Residential to Form Based Code, Urban Residential to allow for more housing options.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the rezonings.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the rezonings (plus the rezonings of 1246, 1252 and 1258 5th St) by a 7-1 vote, with one member absent, at the October 4 Special Planning Commission meeting. Staff has recently recommended to remove 1246, 1252 and 1258 5th St from the request due to comments from the public.

SUMMARY

1. Staff is proposing the following rezonings from dense single-family residential to Form Based Code, Urban Residential. This would allow for more building types; including rowhouses, duplexes and small multi-plexes (3-6) units.
2. Community EnCompass would like to build a new four-unit home on the vacant lot at 380 Houston Ave. This lot previously held a four-unit home before it was destroyed in a fire. Half of this block is already zoned FBC, UR and hosts several large homes. This block could adequately support larger homes with the large alley and lots that could support multiple cars parking in the rear.
3. Community EnCompass also has developed plans to build attached homes on the three lots at 1246-1258 5th St, which are owned by the City and County.
4. Please see the enclosed sections of the Form Based Code, including the Urban Residential Context Area and the associated housing types that are allowed.
5. Please see the enclosed letter of support (for the 1246,1252 and 1258 5th St properties) from the Nelson Neighborhood Improvement Association.
6. This request was tabled at the August 16 Planning Commission meeting. Staff delivered a presentation at the September 19 Nelson Neighborhood Improvement Association meeting. Many in attendance were not supportive of additional attached units in the neighborhood.

NELSON NEIGHBORHOOD HOUSING STATS

Below is an overview of the housing types in Nelson Neighborhood, according to the 2015 Target Marker Analysis. These are measured by units, not individual buildings. Example: 350 duplex units would indicate there are 150 duplex structures.

Rent/Own

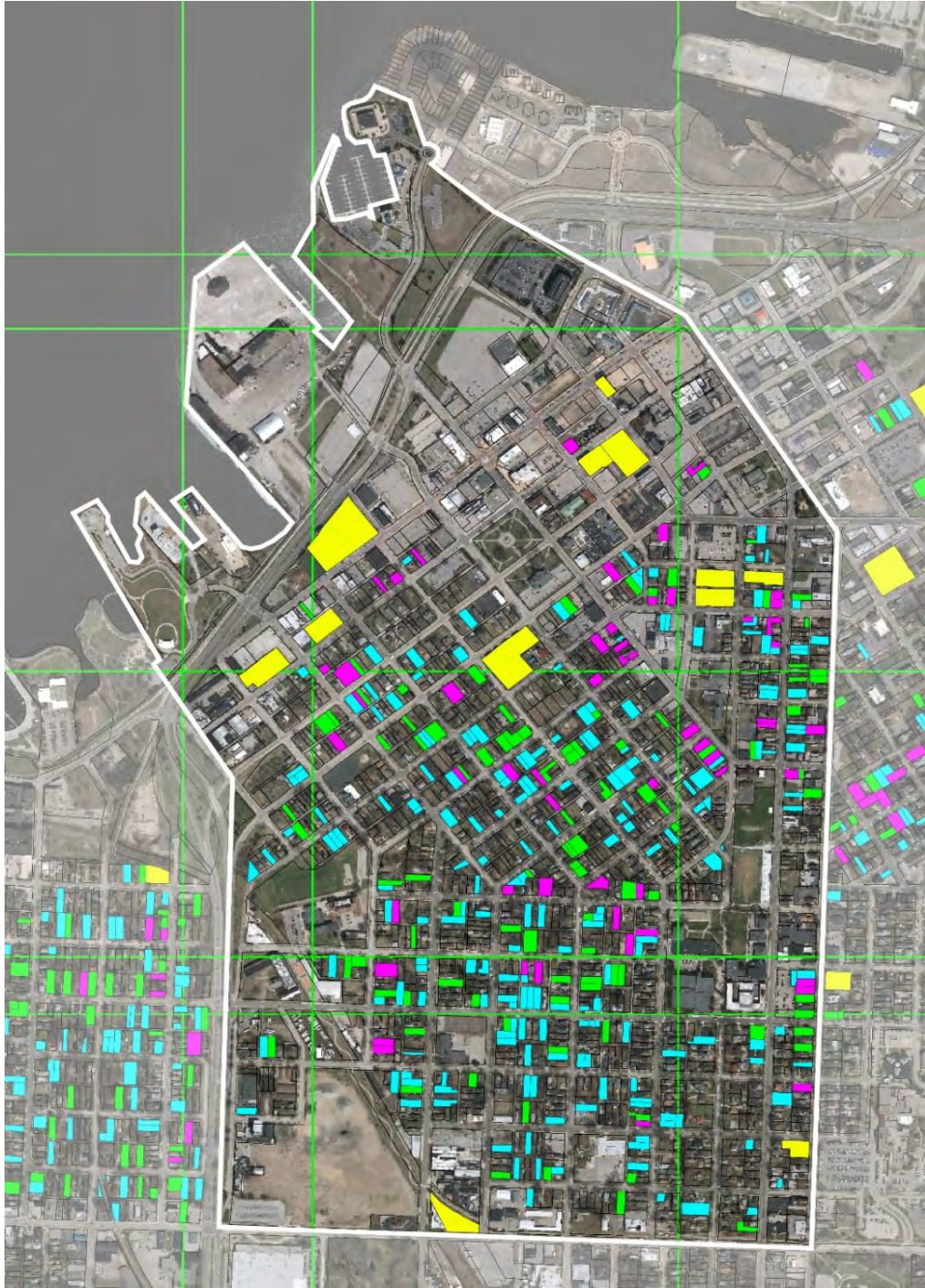
- Renter Occupied: 2,058 (53%)
- Owner Occupied: 1,792 (46.5%)

Housing Units by Total Units in the Structure

- Single Family, detached: 947 (46.7%)
- Duplex: 350 (17.3%)
- 3-4 Units: 204 (10%)
- 5-9 Units: 67 (3.3%)
- 10-19 Units: 18 (0.9%)
- 20-49 Units: 74 (3.6%)
- 50 or more: 314 (15.5%)

HOUSING STATS MAP

Green = Single-Family Rental Blue = Duplex Purple = Small Multi-Plex Yellow = Large Multi-Plex



This map was prepared in 2017 with statistics gathered by staff from analyzing assessment records in BS&A

1246, 1252, 1258 5th St



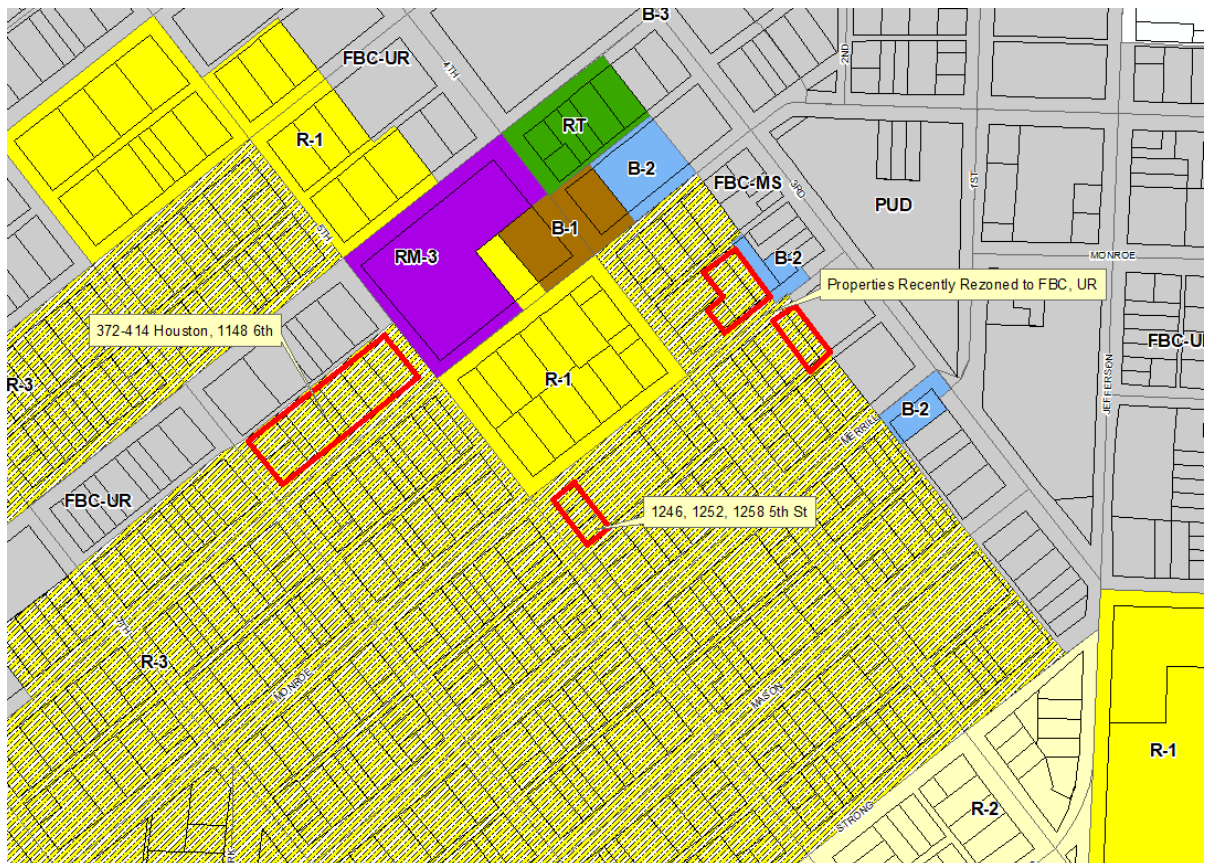
380 Houston Ave (Community EnCompass Property)



Existing Homes in the same block as 380 Houston Ave



Zoning Map



Aerial Map (Please note the map is outdated. All parcels at 1246, 1252 and 1258 5th St are now vacant)



Size Standards by Housing Type

SMALL MULTI-PLEX BUILDING TYPE	with STOOP	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
ROWHOUSE BUILDING TYPE	with LIGHTWELL			
	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
DUPLEX BUILDING TYPE	with STOOP	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
DETACHED HOUSE BUILDING TYPE	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.

Community EnCompass Proposals

Below are renderings for the two Community EnCompass projects. Please keep in mind that this is not a site plan review and other housing types could be placed on these lots in the event the rezonings are approved.

The Phoenix



FRONT ELEVATION - PRELIMINARY



05-16-2018

STAFF RECOMMENDATION

Staff recommends approval of the request because it follows the recommendations of all of the recent planning efforts, including the Master Plan, Imagine Muskegon and the Downtown and Lakeshore Redevelopment Plan, as noted below. Also, the housing types allowed in the Form Based Code match what is recommended in the Target Market Analysis. Explanations of how this request relates to these plans/studies are in red.

1997 Master Land Use Plan

- Zoning regulations associated with the conversion of single-family homes to multiple-family use should contain standards ensuring that converted dwellings have sufficient on-site parking, suitable locations for trash receptacles which are customarily stored out of doors, sufficient yard/play areas, and exterior façade controls.

Form Based Code requires duplexes and small multiplexes to be built to certain standards, so the chance of converting an existing single-family home to multi-family is extremely low. Form Based Code will also require all homes to be built on appropriate sized lots (see the “Size Standards by Housing Type” chart). Form Based Code also has more stringent design standards, which match the design types of existing homes in the neighborhood. The code also encourages alley usage for cars and trash receptacles.

- Promote ongoing housing in-fill programs. As part of the in-fill effort, work with area builders to determine possible joint public/private partnerships for the construction of affordable housing.

Form Based Code allows for a wide selection of unit sizes and price points. It will also ensure that infill development is built to the scale of the existing neighborhood.

2003 Imagine Muskegon Plan

- Downtown should be designed to accommodate various age groups, socio-economic backgrounds, and cultural and racial heritage.

The 2015 Target Market Analysis states that a majority of these types of target markets are looking to locate in attached units, which could be achieved through Form Based Code. Single-family housing, which limits housing options, is the only legal conforming use in R-1, R-2 and R-3 districts, which is the majority of Nelson neighborhood.

- A mix of housing opportunities that provide choices to a wide range of people, including high-quality, affordable apartments, condominiums, cottages, and single-family homes.

Single-family zoning dominates the Nelson Neighborhood. Large apartment buildings are starting to become popular downtown. However, we have a lack of “missing middle” housing, which can be achieved through Form Based Code.

2008 Downtown and Lakeshore Redevelopment Plan

- Context sensitive architecture will reflect the character of existing buildings.
- Amend the zoning ordinance to provide standards regulating architecture, site

utilization, landscaping, window coverage, pedestrian amenities, and building form, so new buildings integrate well with existing structures.

Form Based Code requires stringent design guidelines that were created to fit in with the existing scale and architecture of the neighborhood.

2015 Target Market Analysis

- By a conservative estimate, Nelson neighborhood could support 110 attached units per year over the next 5 years. Compared to only 8 to 10 single family homes.
- Almost 70% of the target markets identified are seeking attached units.

We see that there is a demand for attached units, which could be met through Form Based Code. There are currently only 23 vacant lots in the Nelson neighborhood that would allow for “missing middle” housing types. See map below.



During the workshops for the creation of the Form Based Code, attendees were asked to prioritize the following goals. The top two selected relate to the current rezoning request.

1. Facilitating higher density development/adding new residents to the downtown
2. Fostering economic development/building the tax base for the city.
3. Balancing transportation modes/enhancing choices (i.e. walk, bike, transit, vehicle)
4. Providing access to businesses, community attractions, and schools
5. Supporting transit ridership through available parking (park n' ride)
6. Providing ample and affordable parking

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for 372, 380, 388, 394, 398, 406 and 414 Houston Ave; and 1148 6th St to Form Based Code, Urban Residential.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for several properties to Form Based Code, Urban Residential.

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC
City Clerk

CERTIFICATE (Rezoning of 372, 380, 388, 394, 398, 406 and 414 Houston Ave; and 1148 6th St
to Form Based Code, Urban Residential)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 23rd day of October, 2018, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2018

Ann Meisch, MMC
Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on October 23, 2018, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 372, 380, 388, 394, 398, 406 and 414 Houston Ave; and 1148 6th St to Form Based Code, Urban Residential.

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

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

Published _____, 2018

CITY OF MUSKEGON

By _____

Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: November 19, 2018

RE: Livability Magazine

SUMMARY OF REQUEST:

Muskegon Lakeshore Chamber is producing the first in an annual series of magazines focused on attracting residents to the Muskegon Area. The Downtown organizations are looking to have a large presence in this magazine by purchasing a three-page fold-out of the rear cover. City staff asked to partner with the Downtown agencies in an effort to expand that marketing into the rest of the city. The city will be reimbursed for 2/3 of the \$17,115.00 cost. The joint advertisement will now focus on livability from the Lakeshore to the Downtown, and will also include living options in the City's central and eastern neighborhoods.

FINANCIAL IMPACT:

\$17,115.00

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To approve the advertising agreement with Journal Communications in the amount of \$17,115.00, and authorize the City Manager to sign.

COMMITTEE RECOMMENDATION:

None.

-----▼- Send bottom portion with your payment -▼-----

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners
FROM: Frank Peterson, City Manager
DATE: November 19, 2018
RE: **Muskegon Convention Center – Owners Representative Agreement**

SUMMARY OF REQUEST:

City and County staff are recommending that the City of Muskegon formally engage Construction Simplified to act as the owner's representative on the Convention Center Project. As the owner's representative, Construction Simplified will assist through each phase of the project – including design, pre-construction, construction, and a warranty period.

FINANCIAL IMPACT:

\$206,858

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To approve the agreement with Construction Simplified and authorize the City Manager to sign.

COMMITTEE RECOMMENDATION:

None.



**Owner's Representative
Initial Proposal & Agreement**

Date: July 26, 2018

Client: City of Muskegon
Frank Peterson
933 Terrace St.
Muskegon, MI 49443

Project: Muskegon County Convention Center

Construction Simplified (CS) is hereby proposing to provide the Owner Representation services throughout all phases of the new Muskegon County Convention Center project as requested by the City of Muskegon, as defined below, and in the attached drafted Owner's Rep Scope Matrix. It is understood that additions and deletions from this content will be expected in the normal process of full scope delineation, however this is to provide a general understanding of the services to be provided.

CS will be the single point of management throughout the entire design, preconstruction, construction and closeout process serving as an extension of the clients' existing staff, working directly with the A/E, consultants, and to be hired Construction Manager. We've attached an initial project master schedule that would be used as the foundation to get all parties aligned, recognizing and driving towards appropriate timelines of completion.

Here is a generalized summary of our Owner's Representative services and are provided in detail in the attached.

- Advising the owner on project delivery systems and forms of contracts
- Serving as a single point of contact between contractors and designers
- Representing the owner at all key meetings
- Monitoring the project schedule and budget
- Auditing quality assurance/quality control procedures
- Assisting in evaluating contractor payment requests
- Facilitating issue resolution

Design & Pre-Construction Services: Initially, we've estimated this phases duration from current to end of 2018, based upon the attached master project schedule. This equals to a total duration of (22) weeks. **We propose a lump sum fee for this phase of \$54,005** for the below responsibilities. A detailed phase breakout of the pricing can also be found on the attached Owner's Rep Scope Matrix submitted with this proposal.

- Establishment and maintenance of communications procedures
- Master & Construction project budget development assistance
- Master schedule development and construction schedule verification
- Identifying phasing alternatives and establishing milestones
- Specialty consultant selection advisory; if needed
- Solicitation and lead in hiring the project Construction Manager,
- Review and monitor CM's cost estimating and value engineering analysis
- General conditions and contract requirements advisory, including site logistics assessment
- Constructability and bid-ability reviews
- Bid phase management, scope review, and subcontractor buyout

Construction Phase Services: We've estimated this the overall construction duration to last (15) +/- months from the start as shown on our project schedule, finishing Spring 2020. However, this would need to be reviewed and verified during the CM selection and any adjustment to the overall duration would be modified in the OR Agreement. **We propose a lump sum fee for this phase of \$137,013** for the below responsibilities.

- Contract administration and management
- Schedule management and monitoring
- Cost control oversight with detailed Change Order Management
- Professional on-site construction review and leadership at all job coordination meetings
- Regular inspection and quality assurance enforcement
- Progress and financial reporting
- Documentation and file maintenance
- Open item tracking and reporting
- Issue avoidance and dispute resolution

Closeout Phase Services: We've estimated a short effort to assist and lead in the full and quick closeout of the project, including final punchlist verification, all warranty collections, final payment reconciliations, and closeout document administration. **We propose a lump sum fee for this phase of \$3,840** for these responsibilities.

Warranty Phase Services: Given the inability to forecast warranty issues during the 1-year period, we would suggest carrying an allowance \$12,000 for our services to handle issues that may arise. This work would be billed time & material at a rate of \$150/hr for services rendered.

We look forward to working with you and we are excited to help you to deliver the City's and County's project on time, under budget, and an overall enjoyable, exciting, and simple project. If in acceptance of this proposal, we would like review the scope in detail and the attached sample agreement so we can move towards full execution. In the meantime, by execution of this proposal, we are ready and willing to start immediately on your behalf. Please contact us with any questions and we appreciate the opportunity!

Sincerely:



Brent Gibson, President



Steve Penfield, Partner



Jeff Salowitz, Partner

I hereby execute and agree to the terms set forth in the above proposal:

Client: Frank Peterson, City of Muskegon

Signature: _____

Date: _____

Muskegon County Convention Center
Master Project Schedule - Conceptual

ID	Task Name	Duration	% Comple	Start	Finish	7/2	September 1	January 1	May 1	September 1	January 1	May 1	September 1	January 1	May 1	September 1	January 1	May 1	Se
1	Design & Preconstruction	170 days	0%	Mon 7/30/18	Fri 3/22/19														
2	Pre-Design - Getting up to speed	4 wks	0%	Mon 7/30/18	Fri 8/24/18														
3	Schematic Design	6 wks	0%	Mon 8/27/18	Fri 10/5/18														
4	Design Development	8 wks	0%	Mon 10/8/18	Fri 11/30/18														
5	CM Procurement Process	4 wks	0%	Mon 11/5/18	Fri 11/30/18														
6	Early Start Bid & Procurement Subs	4 wks	0%	Mon 12/3/18	Fri 12/28/18														
7	Construction Documents	12 wks	0%	Mon 12/3/18	Fri 2/22/19														
8	Bidding Process - Subcontractor and Supply	4 wks	0%	Mon 2/25/19	Fri 3/22/19														
9	Construction Phase	325 days	0%	Mon 12/31/18	Fri 3/27/20														
10	Construction Start - Early Tasks	9 wks	0%	Mon 12/31/18	Fri 3/1/19														
11	Construction Process	14 mons	0%	Mon 3/4/19	Fri 3/27/20														
12	Contractual Turnover & Operations Date	0 days	0%	Wed 1/1/20	Wed 1/1/20														
13	Close-out	8 wks	0%	Mon 3/30/20	Fri 5/22/20														
14	Warranty Period	52 wks	0%	Mon 3/30/20	Fri 3/26/21														

Owner's Representative Scope Matrix

Project: Muskegon County Convention Center

Date: 7/26/2018

Client: Frank Peterson

The following matrix identifies the scope options for Owner's Representative services provided by Construction Simplified for the City of Muskegon projects.

Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Pre-Design - (1) Month July 30, 2018 - August 24, 2018			\$	10,200.00
Review Owner's master plan and the project as presented. Review scope, program and costs to understand the Owner's goals for the project.	X		2	
Advise the Owner on the formation of committees for the selection of project consultants and any committed stakeholders for the purposes of design review, finish review, and making systems, material, and equipment decisions.	X		Continuous & Ongoing	
Assist the Owner with a review of the selected delivery method and its impact on the project.	X		2	
Prepare detailed project criteria (program, outline specifications, etc.) in order to define the expected project quality and performance outcomes prior to procurement.	X		1	
Determine what consultants and services will be necessary to deliver the project in compliance with all applicable Federal/State/Local regulations, and oversee the permitting, procurement, contracting, monitoring, and management of all project consultants, design professionals, construction manager / general contractors, subcontractors and vendors, and their associated scope, on behalf of the Owner.	X		4-8	
Assist with selection of consultants through a qualifying and selection process that are not part of the architect's, Construction Manager / General Contractor's team but will have contracts with Owner, such as environmental, geotechnical, third party testing and inspections, FF&E, technology, etc.	X		4-8	
Assist the Owner with the development and review of contracts with consultants and assist in the negotiation of fees and contracts with consultants.	X		2-4	
Identify all State and Local agencies that will be utilized during the review process and oversee the submittal process. This will include coordination of all road improvements and site development requirements with State and Local agencies.		X	-	Assumed City of Muskegon responsibility.
Assist the Owner in managing environmental, geotechnical, and other consultants to define the project existing conditions in preparation for construction or demolition work.	X		8-16	

Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Assist in the development and update of a Master Budget to be tracked from start to completion of the project. Maintain accountability to the budget, assist the Owner with monitoring, identify cost savings and design options/products, maintain and review project costs to confirm that the project is designed within the budget and to avoid value engineering at the end of the design process.	X		Initial Development + continuous & ongoing	
Compile and update Master Schedule milestones for all design phases, design review, bidding activities, purchase of major equipment, lead times for fixtures and equipment, coordination of activities outside construction, and coordination of all key points leading to project turnover, completion, and warranty.	X		Initial Development + continuous & ongoing	
Establish Owner's Representative as the central point of contact for coordinating all project activities including process for approvals, maintenance of project records, responses to inquiries from Construction Manager / General Contractors, design professionals, consultants, suppliers and subcontractors, transfer of information to decision makers, coordination of project information flow and progress reports to the Owner.	X		Continuous & Ongoing	
Assist the Owner with developing, implementing and coordinating technology needs. Assist with the selection of consultants and vendors as needed.	X		4-8	
Assist with Schematic Design - (6) Weeks August 27, 2018 - October 5, 2018				\$ 7,200.00
Orchestrate initial reviews with the State and Local agencies with jurisdiction over the project and understand the process that must be followed for final approvals. Include in Master Schedule as applicable.	X		Continuous & Ongoing	
Initiate a project review process to review, at a minimum, design options for interior and exterior, high performance design, occupant safety, code compliance, and overall adherence to project program.	X		Continuous & Ongoing	
Review product selection and project specifications for ease of maintenance, warranties, and environmentally responsible products and solicit input from maintenance personnel to standardize equipment and construction materials. Verify that selected materials are consistent with the quality standards established for the project.	X		Continuous & Ongoing	
Facilitate the review of the interior design by the Owner, document decisions and verify that final design and installation is consistent with the finish selections made. Take necessary action such that Architect and Interior designer provides finish board upon approval of the interior design.	X		Continuous & Ongoing	
Maintain design team accountability to the design intent as described in the project scope and detailed project criteria established in the procurement stage.	X		Continuous & Ongoing	
Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.	X		Continuous & Ongoing	
Oversee the establishment of a schematic design estimate and take necessary action such that project is within budget prior to proceeding to Design Development. If a GMP is provided at Schematic Design, review GMP for conformance with project quality and performance criteria.	X		Continuous & Ongoing	

Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Assist the Owner in their review and approval of schematic design.	X		Continuous & Ongoing	
Assist with Design Development - (6-8) Weeks October 8, 2018 - November 30, 2018 \$ 9,600.00				
Assist the Owner in developing FF&E requirements including inventory of all existing FF&E. Monitor FF&E budget for compliance within the project budget. Assist the Owner with the selection of an FF&E vendor or if included in the design team’s scope, review all decisions with the Owner.	X		48-64 hrs	
Assist in a maintenance and operations review of the project design. Facilitate attendance and involvement of maintenance staff or a knowledgeable O&M committee for review of design.	X			
Initiate project review of drawings, specifications, and cost estimate with Owner for review prior to proceeding to Construction Documents. Confirm conformance with detailed project criteria.	X			
Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.	X			
CM Procurement Process - (3-4) Weeks November 5, 2018 - November 30, 2018 \$ 6,935.00				
Review, define, and understand the best type of contract to proceed with.	X		4	
Create, produce and release Request for Qaulifications (RFQ) to CM's	X		8	
Review CM submissions and approve RFQ	X		8	
Create Request for Proposal, Review CM proposals and Select CM.	X		16	
Contract with CM	X		8	
Assist with Construction Documents - (10-12) Weeks December 3, 2018 - February 22, 2019 \$ 11,160.00				
Orchestrate and assist the Owner in the review of construction documents, specifications and cost estimates for approval of construction documents. Confirm quality standards are maintained, and detailed project criteria are met.	X		16-24	
Coordinate acceptance of the Construction Documents and finalize pricing.	X		16	
Assist the Owner with development of a maintenance plan based on the approved design specifications.	X		8	
Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.	X		3/week	
Lead Review on the CM Bidding Process - (4) Weeks February 25, 2019 - March 22, 2019 \$ 8,910.00				
Confirm that the permit process is completed prior to start of construction, that an early start permit has been obtained if necessary, and coordinate with agencies affected.	X		16	
Coordinate and review any modifications to pricing with the Owner.	X		8	
Review insurance and bonding requirements. Ensure Construction Manager / General Contractor insurance certificates meet the requirements of the Owner.	X		2	

Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Review subcontractor bids and process and confirm that an open and competitive process has been followed in obtaining a sufficient quantity of bids from subcontractors, assist in the review of bids and subcontractor selection, and take necessary action such that subcontractors are properly insured per the Owner's requirements.	X		40	
Oversee Construction Process - (15) Months March 4, 2019 - March 27, 2020				\$ 137,013.00
Take all necessary action such that terms of the contract are enforced on behalf of the Owner.	X		8-16 / week	
Assist with the development of a safety plan for the construction site. Monitor safety compliance with all Federal/State/Local requirements (not limited to OSHA, EPA, and EEO) thru the Construction Manager / General Contractor.	X		Continuous & Ongoing	
Assist with the development of a site logistics plan indicating the placement of construction trailers, fences, signage, staging areas, and construction traffic zones.	X			
Attend Construction Meetings as established (weekly or bi-weekly) by the Construction Manager / General Contractor.	X			
Confirm that submittals are aligned with quality standards and detailed project criteria established in procurement and GMP stages. Ensure that any deviation in quality is approved by Owner.	X			
Review construction progress as provided by the Construction Manager / General Contractor and take necessary action such that weekly minutes are accurate (including but not limited to construction progress, cost concerns, schedule, and outstanding issues).	X			
Advise the Owner on issues including construction costs, schedule, coordination, and owner occupancy. Notify the Owner if there is deviation from project progress.	X			
Verify and document that inspections and testing reports take place as required. Review reports to take necessary action such that deficiencies are addressed.	X			
Photograph construction progress. Provide observations regarding quality of workmanship, conformity to plans and specs. Address corrective measures to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Construction Manager / General Contractor. Notify the Owner of non-conforming work with the Contract Documents and methods to resolve the issues.	X			
Participate as part of the communications and distribution of construction directives including, but not limited to Request For Information (RFI), Potential Change Order (PCO), Bulletins, Proposals Requests, Change Orders (CO) and Architectural Supplemental Information (ASI) actions.	X			
Lead the review of Pending Change Orders and provide the owner with a summary report and suggested action log, including overall budget update.	X			

Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Lead the Change Management process by providing review, comment and assistance of the Owner's requested project changes.	X		Continuous & Ongoing	
Resolve any disputes or claims prior to final approval or denial of a Change Order.	X			
Review appropriateness of each pay application with the design team and take necessary action such that lien/claim releases are executed and included with all pay applications and all disputes or claims are resolved prior to approval of a pay application.	X			
Solicit and receive bids, coordinate delivery and installation for Owner purchased items which are contracted through the Owner including but not limited to FF&E.	X			
Assist with coordinating environmental and abatement work with demolition and construction activities as it applies to the project.	X			
Assist with scheduling and implementation of technology and security as it applies to the project.	X			
Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.	X			
Assist With the Close-Out of the Project - (8) Weeks March 30, 2020 - May 22, 2020			\$	3,840.00
Take necessary action such that there is a seamless handover to the Owner from the Construction Manager / General Contractor.	X		Continuous & Ongoing	
Oversee that all Third Party inspections are complete and all violations are corrected to allow for the issuance of a final certificate of occupancy (CO).	X			
Schedule and assist the Owner in developing punch lists for the project completion and attend all walk-throughs.	X			
Coordinate and attend the training of staff on all systems including but not limited to mechanical, lighting, new equipment, etc. Verify that the Owner has been adequately trained in systems.	X			
Coordinate the moving of new/old/stored furnishings and equipment into the completed facility.	X			
Coordinate transfer of stock supplies of materials to the Owner as indicated in the specs or construction agreement.	X			
Assist the Owner in the collection of all close-out documents and the acceptance of punch lists, Operational /Maintenance Manuals/Warranties, copies of construction drawings (including any as-builts or mark-ups by contractor during construction), specifications, shop drawings, construction directives, photos, and videos.	X			
Provide description of final budget with record of expenditures.	X			
Assist the Owner in acceptance and issuance of the final pay application has been completed.	X			

Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Initiate a team evaluation of the process and final product and include lessons learned for all participants.	X		Continuous & Ongoing	
Assist the Owner During the Warranty Period - 1 year beyond construction				
Assist the Owner with determining the warranty period. If an extended warranty is considered, assist the Owner with understanding the cost and value associated with extended warranties to evaluate if the Owner wants to consider for additional cost.	X		T&M @ \$150/hr Estimated (80) hours or \$12,000 for budget purposes	
Schedule the 11 month warranty walk through with the design team if the warranty is minimum of 1 year.	X			
Schedule the additional warranty walk throughs as required (e.g., 23 month walk through).	X			
Assist the Owner with building issues/complaints and determine necessary steps to take to address these items. Address warranty items to confirm the requirements of the warranty are met.	X			
Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information affected through the warranty period.	X			

Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Limitations of Authority - The Owner's Representative shall NOT:				
Authorize deviations from the Contract Documents.	Not Provided			
Approve substitute materials or equipment except as authorized in writing by the Architect and the Owner.	Not Provided			
Personally conduct or participate in tests or third party inspections.	Not Provided			
Assume any of the responsibilities of the Construction Manager / General Contractor or of subcontractors.	Not Provided			
Expedite the work for the Construction Manager / General Contractor.	Not Provided			
Have control over or charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.	Not Provided			
Issue a Certificate for Payment or Certificate of Substantial Completion or sign on the Owner's behalf.	Not Provided			
Prepare or certify the preparation of a record copy of the drawings, specifications, addenda, Change Orders and other modifications.	Not Provided			
Reject work or require special inspection or testing except as authorized in writing by the Architect.	Not Provided			
Accept, distribute or transmit submittals made by the Construction Manager / General Contractor that are not required by the Contract Documents.	Not Provided			
Order the Construction Manager / General Contractor to stop the work or any portion thereof, except for safety reasons that immediately affect the life and safety of any staff or person.	Not Provided			
Additional Services Proposed by Owner				

OWNER'S REPRESENTATIVE AGREEMENT

This OWNER'S REPRESENTATIVE SERVICES AGREEMENT (this "**Agreement**") is made as of 12th day of September, 2018 by and between **City of Muskegon** ("**Owner**") and **Construction Simplified** ("**Owner's Representative**") with respect to the construction of the new Muskegon Convention Center located downtown Muskegon between the Holiday Inn (939 3rd St) & LC Walker Arena (470 W. Western) (the "**Project**").

ARTICLE I - PROJECT MANAGEMENT SERVICES

1.01 Engagement of Owner's Representative. Owner hereby engages Owner's Representative as Owner's consultant to perform the services described herein (the "**Services**") and to carry out the other obligations of Owner's Representative in connection with Owner's Project. Owner's Representative agrees to perform the Services and to carry out its other obligations hereunder in a professional workmanlike manner and in accordance with industry-wide practice and standards, all applicable legal requirements, and the construction documents provided by Owner's architect, engineers and other design professionals (the "**Design Team**").

1.02 Description of Services. Owner's Representative will perform all services required for the proper management and supervision of the design, development, cost and construction of the Project including, but not limited to, the following and as needed as this project is currently underway:

A. Design

1. Monitor and manage design development to conform to established Project goals.
2. Solicit, Manage, and approve Owner's contractor(s) and/or construction manager ("**Contractor**") preliminary construction cost estimates on a periodic basis, as requested by Owner.
3. Provide value engineering ideas and comments to design team and owner.
4. Review materials, furnishings and additional Project components proposed by the Design Team.
5. Receive summary of all project Construction cost / Estimate and provide a monthly "**Financial Executive Summary**" to Owner which shall also include an update as to the schedule of work and the timing to complete the next phase of work.
6. Coordinate strategy of subcontractor and supplier procurement with Contractor(s).
7. Interview prospective subcontractors and other applicable vendors, evaluate proposals, and furnish award recommendations to Owner.
8. Agree on price and schedule, identify warranty requirements, insurance, and applicable shop drawing review process with Contractor and identify any phased completion issues.
9. Establish with Owner appropriate Project cost accounting structure.
10. Coordinate and attend meetings with Contractor.



11. Oversee, comment-on, and approve design management and design schedules.

B. Construction

1. Obtain, analyze, and review subcontract bids received together with Contractor's recommendations and comment upon suitability and make actionable recommendation to Owner.
2. Coordinate award of subcontracts by Contractor and make recommendations to Owner.
3. Review and comment upon Contractor's assessment of proposed change orders and make actionable recommendation to Owner.
4. Review and comment upon periodic cost reports prepared by Contractor.
5. Monitor correspondence and minutes to provide "**early warning**" advice on any matters likely to affect the Project, budget, schedule or quality of work.
6. In conjunction with Contractor, advise on the financial implications of delays, extension of time, acceleration or disruption.
7. Manage shop drawing review with contractor.
8. Review and comment on site logistics and safety plan provided by Contractor.
9. Monitor construction progress and compliance with the Project schedule on not less than a monthly basis.
10. Visit the site and inspect construction progress and quality as needed, estimated 2-4 times per month, and notify Owner of any issues.
11. Attend all Owner's meetings and coordination meetings as necessary.
12. Manage construction documents.
13. Provide Owner with monthly progress and cost reports which shall be comprised of summary of logs, maintained by Owner's Representative.
14. Establish and administer payment procedures for Contractor, vendors, Design Team and other consultants in conjunction with the Lender.
15. Represent Owner regarding changes and claims made by third parties and ensure that proper procedures exist for obtaining Owner authority to vary the work.
16. Based upon Owner's Representative's observations and evaluations of Construction Manager's Application for Payment, Owner's Representative shall review and approve amounts due.

C. Post Construction

1. Ensure the timely identification and accurate completion of punch list items and coordinate with the Design Team.
2. Organize final close-out of contracts with Contractor, Design Team, consultants and other specialties.
3. Monitor the timely delivery of as built drawings, permits, guarantees, warranties, manuals and training upon completion of the Project.



4. Monitor commissioning and turnover of the space for a seamless transition between building site and completed fit-out.

D. All Phases

1. Assist in coordinating Owner and Design Team activities.
2. Provide status reporting of budget, schedule, and quality of work.
3. Chair Project meetings and issue meeting minutes with “**action items**” tied to responsible party.
4. Establish regular procedures with Owner and identify those matters which require specific approval or direction.
5. Provide copies of all relevant correspondence to Owner.
6. Prepare master schedules and look ahead schedules.

1.03 Scope of Authority. Owner's Representative will have only such authority as is expressly granted to Owner's Representative in this Agreement or in another writing signed by Owner. Nothing contained in this Agreement will be construed as granting authority to Owner's Representative, on behalf of Owner: to enter into or amend or terminate any agreement; to waive or modify any provision of any agreement; to authorize the retention of any consultant; to authorize the preparation of design documents; to approve or modify the schedule, program or budget; to agree to any change in services under the architect's agreement or to any change order under the Contractor's agreement; or to incur any financial obligation of any sort on behalf of Owner unless authorized in a writing signed by Owner.

ARTICLE II - TIME

2.01 Schedule. The Project will be planned, designed and constructed in accordance with a schedule to be developed by contractor and agreed upon by Owner and Owner's Representative. Owner's Representative shall perform the Services as expeditiously as possible and to use its best efforts in cooperation with the design and construction team to overcome any delays, regardless of cause, in order to allow the schedule to be met.

2.02 Suspension of Performance. Owner may suspend Owner's Representative's performance under this Agreement at any time. Owner's Representative's sole remedy in the event of such suspension will be termination pursuant to Section 6.03 of this agreement.

ARTICLE III - COMPENSATION

3.01 Fee. As full compensation for Owner's Representative's performance of the Services and its fulfillment of all other obligations under this Agreement, Owner will pay Owner's Representative a fee as follows:

(a) Per the attached Contract Attachment A – Owner's Rep Scope matrix dated 7-26-18, the attached fee structure shall be as follows:

- (i) **Pre-Design** – Time & Material, not to exceed the stated value of \$10,200.
- (ii) **Assistance with Schematic Design** – Time and Material, not to exceed stated value of \$7,200.
- (iii) **Assistance with Design Development** – Time and Material, not to exceed stated value of \$9,600.
- (iv) **Construction Manager Engagement Process** – Lump sum value for services; \$6,935.
- (v) **Assistance & Leadership with Construction Documents** – Lump sum value for services; \$11,160.
- (vi) **Construction Manager's Subcontractor Bidding Process** – Lump sum value for services; \$8,910.
- (vii) **Lead & Oversee the Construction Process** – A weekly fee for services of \$2,108. Currently the total estimate is based on (15) months / (65) weeks and this will be adjusted and billed accordingly as construction progresses.

The overall estimated duration of construction will be determined during the CM Selection & Award process.

(b) For any work in the furtherance of the project as noted as "Time & Material" above, per individual, and including any and all services listed above, tracked per the time spend rounded to the nearest ¼ hour, at an inclusive rate of \$150.00 / hour. Any and all travel costs incurred shall be reimbursed at cost plus five (5%) percent, including vehicle mileage if incurred (outside of the West Michigan project area) at \$0.75 / mile.

3.02 Reimbursement of Costs. Owner will reimburse Owner's Representative on a monthly basis for costs plus 5% fee of the following items to the extent actually and necessarily incurred by Owner's Representative in the performance of the Project Management Services: outside printing, messenger deliveries, express mail, FedEx or other overnight delivery service, reproductions, photography, surveys, and travel outside of Construction



Simplified's West Michigan office. If the Project is suspended due to the request of Owner, Owner's Representative shall be compensated for necessary expenses incurred in the interruption and resumption of Owner's Representative's services and approved in advance by Owner.

ARTICLE IV - INDEMNITY

4.01 Owner's Representative's Indemnity. To the extent not covered by insurance, Owner's Representative shall indemnify and hold harmless Owner and its members, officers, partners, employees, successors and assigns from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, fines, penalties and costs (including reasonable attorneys' fees and expenses) arising out of the negligent acts, errors or omissions or breach of contract of Owner's Representative or its officers, employees, and consultants as a result of the performance of services under this Agreement.

4.02 Owner's Indemnity. Owner shall indemnify, defend and hold harmless Owner's Representative from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, fines, penalties and costs (including attorneys' fees and expenses) arising in connection with any authorized Services properly performed by Owner's Representative under this Agreement, except to the extent that any such claim, action, demand, liability, loss, damage, judgment, fine, penalty or cost was caused by the negligence or misconduct of Owner's Representative or its agents, employees, subcontractors, suppliers, workers, invitees, successors or assigns, or from a breach of this Agreement by Owner's Representative. The indemnities contained herein will survive the termination of this Agreement.

ARTICLE V - INSURANCE

5.01 Owner's Representative's Insurance.

(a) Throughout performance of the Services, Owner's Representative will, at its sole expense (without any right of reimbursement), maintain the following insurance issued by insurers admitted in the State of Michigan:

- (i) workers' compensation insurance to the extent required in accordance with the applicable law or laws;
- (ii) employer's liability insurance with limits of \$1,000,000 and \$2,000,000.00 aggregate;
- (iii) commercial general liability insurance written with a combined personal injury, bodily injury and property damage limit of at least \$1,000,000.00 per occurrence and \$2,000,000 aggregate;

(iv) automobile liability insurance covering the use of all owned, non-owned and hired vehicles, with a combined bodily injury and property damage limit of at least \$1,000,000.00;

(v) Excess liability insurance in an amount not less than \$2,000,000; and

(vi) Professional liability insurance in an amount not less than \$1,000,000.

(b) Coverage will be endorsed to reflect inclusion of Owner as additional insured and to reflect that coverage is to be primary for Owner's Representative and Owner; all of the above insurance will provide that coverage will not be canceled or materially changed during the term of this Agreement without at least 30 days' advance written notice to Owner.

(c) Owner's Representative will submit to Owner certificates of insurance reflecting the above insurance, together with copies of all policies and endorsements, within 10 days after the execution of this Agreement.

5.02 Waiver of Subrogation. To the extent that damages are covered by property insurance during construction, Owner and Owner's Representative waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Owner or Owner's Representative, as appropriate, will require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

ARTICLE VI - DEFAULT AND TERMINATION

6.01 Owner's Representative's Defaults.

(a) Owner may terminate this Agreement for cause by giving written notice of such termination to Owner's Representative any time after cause exists. "**Cause**" means the failure of Owner's Representative to perform, carry out or observe, or a breach by Owner's Representative of, any obligation, agreement, covenant, condition or restriction of this Agreement to be performed or observed by Owner's Representative as and when performance or observance is due, which failure or breach continues for more than seven (7) days after Owner gives written notice thereof to Owner's Representative; provided, however, that if, by the nature of such obligation, agreement, covenant, condition or restriction, such failure or breach cannot reasonably be cured within such period of seven (7) days, cause will not exist as long as Owner's Representative commences with due diligence the curing of such failure or breach within such period of seven (7) days and thereafter prosecutes with diligence and completes the curing of such failure or breach.



(b) If Owner's Representative fails to carry out its obligations under this Agreement within seven (7) days following notice of such failure (or without notice in case of emergencies), Owner may, without prejudice to any other remedy that Owner may have, cure such default and set off against any payment due hereunder any amounts expended by Owner in connection with such cure and the amount of damages incurred by Owner by reason of any such default by Owner's Representative.

6.02 Owner's Defaults. If Owner defaults in the performance of its obligations under this Agreement and fails to cure such default within seven (7) days after the giving of written notice by Owner's Representative, Owner's Representative thereafter may terminate this Agreement by written notice to Owner. In satisfaction of all damages incurred by Owner's Representative by reason of such default by Owner, Owner's Representative will be entitled to payment of all portions of the Fees that have become payable through the date of such termination and all reimbursable costs payments on account of costs incurred by Owner's Representative through such date and customary hourly rates thereafter to shut down the Project if requested. Owner's Representative's entitlement to terminate and recover such amounts will constitute Owner's Representative's sole and exclusive remedy on account of default under this Agreement and Owner's Representative hereby waives all other rights and remedies that Owner's Representative may have at law or in equity with respect to a default by Owner hereunder.

6.03 Termination by Owner's Representative for Suspension of Performance. If Owner suspends Owner's Representative's performance under this Agreement for a period or periods exceeding ninety (90) days in the aggregate, Owner's Representative may terminate this Agreement upon seven (7) days' written notice to Owner. In the event of such termination, Owner will pay Owner's Representative the balance of all Fee amounts that have become payable through the date of such termination, all reimbursable costs incurred by Owner's Representative through such date and customary hourly rates for all additional work thereafter as requested by Owner. Owner's Representative's entitlement to terminate and recover such amounts will constitute Owner's Representative's sole and exclusive remedy on account of termination by Owner's Representative for suspension of performance under this Agreement and Owner's Representative hereby waives all other rights and remedies that Owner's Representative may have at law or in equity with respect to termination for suspension of performance hereunder.

6.04 Termination by Owner for Convenience. Owner may terminate this Agreement, in whole or in part, without regard to default by Owner's Representative upon thirty (30) days' written notice to Owner's Representative. In the event of such termination, Owner will pay Owner's Representative the balance of all Fee

amounts that have become payable through the date of such termination, all reimbursable costs payments on account of costs incurred by Owner's Representative through such date and customary hourly rates for all additional work thereafter as requested. Owner's Representative's entitlement to terminate and recover such amounts will constitute Owner's Representative's sole and exclusive remedy on account of termination by Owner for convenience under this Agreement and Owner's Representative hereby waives all other rights and remedies that Owner's Representative may have at law or in equity with respect to termination by Owner hereunder. If terminated for convenience, Owner further agrees to waive any and all claims it may have against Owner's Representative.

6.05 Owner's Representative's Obligations After Termination. Upon any termination of this Agreement, Owner's Representative will promptly do the following, unless otherwise directed by Owner and, in general, will cooperate with Owner in good faith and ensure an orderly transition of the management of the Project if the Project is continuing:

- (a) discontinue all of the Services and make no further commitments except as may be necessary for safety;
- (b) settle with Owner all outstanding amounts due Owner's Representative hereunder;
- (c) turn over to Owner all books and records for the Project required to be kept by Owner's Representative hereunder;
- (d) transfer to Owner all contracts, commitments, agreements and other documents relating to the Project Management Services;
- (e) transfer to Owner all completed and uncompleted work, supplies, materials and other property produced as a part of or acquired in the performance of the Services; and
- (f) take such other action as Owner's Representative may reasonably deem necessary or as Owner may reasonably direct for the protection of property which is on the Project in the possession of Owner's Representative and in which Owner has or may acquire any interest. The obligations of this Section will survive termination of this Agreement.

ARTICLE VII - MISCELLANEOUS

7.01 Notices. All notices, demands, consents, requests or other communications required or permitted to be given pursuant to this Agreement will be in writing and will be deemed validly given if mailed by certified or registered mail, return receipt requested, postage prepaid, or by personal delivery, or sent by facsimile



transmission (followed by mailing a copy of such notice by certified or registered mail, return receipt requested, postage prepaid), or by overnight courier service, addressed to the parties as follows:

OWNER:

City Manager
933 Terrace St.
Muskegon, MI 49440
Frank Peterson

OWNER'S REPRESENTATIVE:

Construction Simplified
859 W Fulton
Grand Rapids, MI 49504
Brent Gibson, President

or at such other address as either party may have furnished in writing to the other party as a place for the service of notice pursuant to this Agreement. Any notice to or demand on any party hereto will be deemed to have been duly given on (a) the date 3 days after posting if transmitted by mail, (b) the date of transmission with telephonic confirmation if transmitted by facsimile or (c) the date of receipt if personally delivered or sent by overnight courier service, whichever first occurs.

7.02 Entire Agreement. This Agreement constitutes the entire contract between the parties. No provisions of this Agreement will be changed or modified, nor shall this Agreement be discharged, in whole or in part, except by an agreement in writing signed by the party against which the change, modification or discharge is claimed or sought to be enforced. No waiver of any of the conditions or provisions of this Agreement or of any of the rights of either party hereunder will be effective or binding unless such waiver is in writing and signed by the party claimed to have given, consented to or suffered the waiver.

7.03 Governing Law. The internal laws of the State of Michigan will govern this Agreement.

7.04 Confidential Information. Owner's Representative will treat sensitive information supplied to Owner's Representative by Owner regarding the Project as confidential and proprietary information and will not permit its release to others, or make any public announcement, promotional or publicity releases regarding the Project, without Owner's prior authorization.

7.05 Binding Effect. This Agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

7.06 Nature of Relationship. Owner's Representative is an independent contractor, with full power and authority to select the means, methods and manner of performing its obligations under this Agreement.



However, nothing in this Section shall permit Owner's Representative to assign its obligations under this Agreement without the prior written authorization of Owner.

7.07 Force Majeure. Neither party will be liable for failure to perform any obligation under this Agreement when prevented by Force Majeure causes beyond the reasonable control of such party, such as strike or lockout affecting more than the Project, accident, weather, order or regulation of any governmental authority or war or other emergency. The time within which such obligation will be performed shall be extended for a period of time equivalent to the delay from such cause.

7.08 Licenses and Permits. If any government permit or license at any time is required for the proper and lawful conduct of Owner's Representative's business, Owner's Representative, at its own expense, will obtain such license or permit, and at all times comply with the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

OWNER:

By: _____

Name: _____

Title: _____

OWNER'S REPRESENTATIVE:

By: _____

Name: Brent Gibson

Title: President



Contract Attachment A



Owner's Representative Scope Matrix

Project: Muskegon County Convention Center

Date: 7/26/2018

Client: Frank Peterson

The following matrix identifies the scope options for Owner's Representative services provided by Construction Simplified for the City of Muskegon projects.

Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Pre-Design - (1) Month July 30, 2018 - August 24, 2018			\$	10,200.00
Review Owner's master plan and the project as presented. Review scope, program and costs to understand the Owner's goals for the project.	X		2	
Advise the Owner on the formation of committees for the selection of project consultants and any committed stakeholders for the purposes of design review, finish review, and making systems, material, and equipment decisions.	X		Continuous & Ongoing	
Assist the Owner with a review of the selected delivery method and its impact on the project.	X		2	
Prepare detailed project criteria (program, outline specifications, etc.) in order to define the expected project quality and performance outcomes prior to procurement.	X		1	
Determine what consultants and services will be necessary to deliver the project in compliance with all applicable Federal/State/Local regulations, and oversee the permitting, procurement, contracting, monitoring, and management of all project consultants, design professionals, construction manager / general contractors, subcontractors and vendors, and their associated scope, on behalf of the Owner.	X		4-8	
Assist with selection of consultants through a qualifying and selection process that are not part of the architect's, Construction Manager / General Contractor's team but will have contracts with Owner, such as environmental, geotechnical, third party testing and inspections, FF&E, technology, etc.	X		4-8	
Assist the Owner with the development and review of contracts with consultants and assist in the negotiation of fees and contracts with consultants.	X		2-4	
Identify all State and Local agencies that will be utilized during the review process and oversee the submittal process. This will include coordination of all road improvements and site development requirements with State and Local agencies.		X	-	Assumed City of Muskegon responsibility.
Assist the Owner in managing environmental, geotechnical, and other consultants to define the project existing conditions in preparation for construction or demolition work.	X		8-16	



Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Assist in the development and update of a Master Budget to be tracked from start to completion of the project. Maintain accountability to the budget, assist the Owner with monitoring, identify cost savings and design options/products, maintain and review project costs to confirm that the project is designed within the budget and to avoid value engineering at the end of the design process.	X		Initial Development + continuous & ongoing	
Compile and update Master Schedule milestones for all design phases, design review, bidding activities, purchase of major equipment, lead times for fixtures and equipment, coordination of activities outside construction, and coordination of all key points leading to project turnover, completion, and warranty.	X		Initial Development + continuous & ongoing	
Establish Owner's Representative as the central point of contact for coordinating all project activities including process for approvals, maintenance of project records, responses to inquiries from Construction Manager / General Contractors, design professionals, consultants, suppliers and subcontractors, transfer of information to decision makers, coordination of project information flow and progress reports to the Owner.	X		Continuous & Ongoing	
Assist the Owner with developing, implementing and coordinating technology needs. Assist with the selection of consultants and vendors as needed.	X		4-8	
Assist with Schematic Design - (6) Weeks August 27, 2018 - October 5, 2018				\$ 7,200.00
Orchestrate initial reviews with the State and Local agencies with jurisdiction over the project and understand the process that must be followed for final approvals. Include in Master Schedule as applicable.	X		Continuous & Ongoing	
Initiate a project review process to review, at a minimum, design options for interior and exterior, high performance design, occupant safety, code compliance, and overall adherence to project program.	X		Continuous & Ongoing	
Review product selection and project specifications for ease of maintenance, warranties, and environmentally responsible products and solicit input from maintenance personnel to standardize equipment and construction materials. Verify that selected materials are consistent with the quality standards established for the project.	X		Continuous & Ongoing	
Facilitate the review of the interior design by the Owner, document decisions and verify that final design and installation is consistent with the finish selections made. Take necessary action such that Architect and Interior designer provides finish board upon approval of the interior design.	X		Continuous & Ongoing	
Maintain design team accountability to the design intent as described in the project scope and detailed project criteria established in the procurement stage.	X		Continuous & Ongoing	
Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.	X		Continuous & Ongoing	
Oversee the establishment of a schematic design estimate and take necessary action such that project is within budget prior to proceeding to Design Development. If a GMP is provided at Schematic Design, review GMP for conformance with project quality and performance criteria.	X		Continuous & Ongoing	

Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Assist the Owner in their review and approval of schematic design.	X		Continuous & Ongoing	
Assist with Design Development - (6-8) Weeks October 8, 2018 - November 30, 2018 \$ 9,600.00				
Assist the Owner in developing FF&E requirements including inventory of all existing FF&E. Monitor FF&E budget for compliance within the project budget. Assist the Owner with the selection of an FF&E vendor or if included in the design team’s scope, review all decisions with the Owner.	X		48-64 hrs	
Assist in a maintenance and operations review of the project design. Facilitate attendance and involvement of maintenance staff or a knowledgeable O&M committee for review of design.	X			
Initiate project review of drawings, specifications, and cost estimate with Owner for review prior to proceeding to Construction Documents. Confirm conformance with detailed project criteria.	X			
Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.	X			
CM Procurement Process - (3-4) Weeks November 5, 2018 - November 30, 2018 \$ 6,935.00				
Review, define, and understand the best type of contract to proceed with.	X		4	
Create, produce and release Request for Qaulifications (RFQ) to CM's	X		8	
Review CM submissions and approve RFQ	X		8	
Create Request for Proposal, Review CM proposals and Select CM.	X		16	
Contract with CM	X		8	
Assist with Construction Documents - (10-12) Weeks December 3, 2018 - February 22, 2019 \$ 11,160.00				
Orchestrate and assist the Owner in the review of construction documents, specifications and cost estimates for approval of construction documents. Confirm quality standards are maintained, and detailed project criteria are met.	X		16-24	
Coordinate acceptance of the Construction Documents and finalize pricing.	X		16	
Assist the Owner with development of a maintenance plan based on the approved design specifications.	X		8	
Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.	X		3/week	
Lead Review on the CM Bidding Process - (4) Weeks February 25, 2019 - March 22, 2019 \$ 8,910.00				
Confirm that the permit process is completed prior to start of construction, that an early start permit has been obtained if necessary, and coordinate with agencies affected.	X		16	
Coordinate and review any modifications to pricing with the Owner.	X		8	
Review insurance and bonding requirements. Ensure Construction Manager / General Contractor insurance certificates meet the requirements of the Owner.	X		2	

Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Review subcontractor bids and process and confirm that an open and competitive process has been followed in obtaining a sufficient quantity of bids from subcontractors, assist in the review of bids and subcontractor selection, and take necessary action such that subcontractors are properly insured per the Owner's requirements.	X		40	
Oversee Construction Process - (15) Months March 4, 2019 - March 27, 2020				\$ 137,013.00
Take all necessary action such that terms of the contract are enforced on behalf of the Owner.	X		8-16 / week	
Assist with the development of a safety plan for the construction site. Monitor safety compliance with all Federal/State/Local requirements (not limited to OSHA, EPA, and EEO) thru the Construction Manager / General Contractor.	X		Continuous & Ongoing	
Assist with the development of a site logistics plan indicating the placement of construction trailers, fences, signage, staging areas, and construction traffic zones.	X			
Attend Construction Meetings as established (weekly or bi-weekly) by the Construction Manager / General Contractor.	X			
Confirm that submittals are aligned with quality standards and detailed project criteria established in procurement and GMP stages. Ensure that any deviation in quality is approved by Owner.	X			
Review construction progress as provided by the Construction Manager / General Contractor and take necessary action such that weekly minutes are accurate (including but not limited to construction progress, cost concerns, schedule, and outstanding issues).	X			
Advise the Owner on issues including construction costs, schedule, coordination, and owner occupancy. Notify the Owner if there is deviation from project progress.	X			
Verify and document that inspections and testing reports take place as required. Review reports to take necessary action such that deficiencies are addressed.	X			
Photograph construction progress. Provide observations regarding quality of workmanship, conformity to plans and specs. Address corrective measures to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Construction Manager / General Contractor. Notify the Owner of non-conforming work with the Contract Documents and methods to resolve the issues.	X			
Participate as part of the communications and distribution of construction directives including, but not limited to Request For Information (RFI), Potential Change Order (PCO), Bulletins, Proposals Requests, Change Orders (CO) and Architectural Supplemental Information (ASI) actions.	X			
Lead the review of Pending Change Orders and provide the owner with a summary report and suggested action log, including overall budget update.	X			

Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Lead the Change Management process by providing review, comment and assistance of the Owner's requested project changes.	X		Continuous & Ongoing	
Resolve any disputes or claims prior to final approval or denial of a Change Order.	X			
Review appropriateness of each pay application with the design team and take necessary action such that lien/claim releases are executed and included with all pay applications and all disputes or claims are resolved prior to approval of a pay application.	X			
Solicit and receive bids, coordinate delivery and installation for Owner purchased items which are contracted through the Owner including but not limited to FF&E.	X			
Assist with coordinating environmental and abatement work with demolition and construction activities as it applies to the project.	X			
Assist with scheduling and implementation of technology and security as it applies to the project.	X			
Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.	X			
Assist With the Close-Out of the Project - (8) Weeks March 30, 2020 - May 22, 2020			\$	3,840.00
Take necessary action such that there is a seamless handover to the Owner from the Construction Manager / General Contractor.	X		Continuous & Ongoing	
Oversee that all Third Party inspections are complete and all violations are corrected to allow for the issuance of a final certificate of occupancy (CO).	X			
Schedule and assist the Owner in developing punch lists for the project completion and attend all walk-throughs.	X			
Coordinate and attend the training of staff on all systems including but not limited to mechanical, lighting, new equipment, etc. Verify that the Owner has been adequately trained in systems.	X			
Coordinate the moving of new/old/stored furnishings and equipment into the completed facility.	X			
Coordinate transfer of stock supplies of materials to the Owner as indicated in the specs or construction agreement.	X			
Assist the Owner in the collection of all close-out documents and the acceptance of punch lists, Operational /Maintenance Manuals/Warranties, copies of construction drawings (including any as-builts or mark-ups by contractor during construction), specifications, shop drawings, construction directives, photos, and videos.	X			
Provide description of final budget with record of expenditures.	X			
Assist the Owner in acceptance and issuance of the final pay application has been completed.	X			

Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Initiate a team evaluation of the process and final product and include lessons learned for all participants.	X		Continuous & Ongoing	
Assist the Owner During the Warranty Period - 1 year beyond construction				
Assist the Owner with determining the warranty period. If an extended warranty is considered, assist the Owner with understanding the cost and value associated with extended warranties to evaluate if the Owner wants to consider for additional cost.	X		T&M @ \$150/hr Estimated (80) hours or \$12,000 for budget purposes	
Schedule the 11 month warranty walk through with the design team if the warranty is minimum of 1 year.	X			
Schedule the additional warranty walk throughs as required (e.g., 23 month walk through).	X			
Assist the Owner with building issues/complaints and determine necessary steps to take to address these items. Address warranty items to confirm the requirements of the warranty are met.	X			
Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information affected through the warranty period.	X			

Scope / Task	Services PROVIDED	Services EXCLUDED	Estimated Hours	Comments & Clarifications:
Limitations of Authority - The Owner's Representative shall NOT:				
Authorize deviations from the Contract Documents.	Not Provided			
Approve substitute materials or equipment except as authorized in writing by the Architect and the Owner.	Not Provided			
Personally conduct or participate in tests or third party inspections.	Not Provided			
Assume any of the responsibilities of the Construction Manager / General Contractor or of subcontractors.	Not Provided			
Expedite the work for the Construction Manager / General Contractor.	Not Provided			
Have control over or charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.	Not Provided			
Issue a Certificate for Payment or Certificate of Substantial Completion or sign on the Owner's behalf.	Not Provided			
Prepare or certify the preparation of a record copy of the drawings, specifications, addenda, Change Orders and other modifications.	Not Provided			
Reject work or require special inspection or testing except as authorized in writing by the Architect.	Not Provided			
Accept, distribute or transmit submittals made by the Construction Manager / General Contractor that are not required by the Contract Documents.	Not Provided			
Order the Construction Manager / General Contractor to stop the work or any portion thereof, except for safety reasons that immediately affect the life and safety of any staff or person.	Not Provided			
Additional Services Proposed by Owner				

Commission Meeting Date: November 27, 2018

Date: November 20, 2018

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of Sale: City-Owned Home at 1350 Eastwood

SUMMARY OF REQUEST: To approve the attached resolution and instruct the Community and Neighborhood Services department to complete the sales transaction with Maletta Brown for the rehabilitated home at 1350 Eastwood Drive: purchase price \$137,000.

FINANCIAL IMPACT: The proceeds from the sale will be used to continue the rehabilitation of affordable homes through the HOME program and provide funding for our Homebuyer's Assistance Program.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and direct the CNS staff to complete the sale.

COMMITTEE RECOMMENDATION: None.

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE SALE OF
HUD PROPERTY AT 1350 EASTWOOD DRIVE

WHEREAS, the City of Muskegon is dedicated to the redevelopment of its neighborhoods and;

WHEREAS, the City of Muskegon is dedicated to promoting high quality affordable single-family housing in the community and;

WHEREAS, the City of Muskegon is dedicated to promoting homeownership throughout its neighborhoods;

NOW THEREFORE, BE IT RESOLVED that the City Commission hereby approves the sale of the property at 1350 Eastwood Drive to Maletta Brown. This home has been rehabilitated by Community and Neighborhood Services Department through the Home-Buyer Program.

Adopted this 27th of November, 2018.

Ayes:

Nays:

By _____
Stephen J. Gawron, Mayor

By _____
Ann Marie Cummings, MMC City Clerk



WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 11-19-2018 (time) _____ MLS # 18008002
 SELLING OFFICE: Greenridge (MSK) BROKER LIC.#: 6501408424 REALTOR® PHONE: (231)559-0800
 LISTING OFFICE: Greenridge (MSK) REALTOR® PHONE: (231)343-8621

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

Primary Selling Agent Name: Ashanti Johnson Email: ajohnson@greenridge.com Lic.#: 6501408424

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 Seller's Disclosure Statement, dated Oct. 15, 2018. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement with respect to the structural/mechanical/appliance systems prior to closing.
☐ Buyer has not received Seller's Disclosure Statement. Buyer's obligations under this Agreement are subject to Buyer's receipt of Seller's Disclosure Statement. Exceptions:

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 hereby offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, Muskegon County, Michigan, commonly known as 1350 Eastward Dr. Muskegon, MI St./Ave., 1942 Zip Code, with the following legal or tax description:

PP# 6124475000003900

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.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 120,000 One hundred and twenty thousand U.S. Dollars

7. **Seller Concessions, if any:** Seller to contribute up to 3.5% (\$4,515) of sale price towards buyers closing cost pre-pays, escrow, etc.

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 may 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 Good-Faith 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. 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 FHA type 30 (year) mortgage in the amount of 80 % 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 the 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 (check 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 the Seller, the 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, the 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 (check 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: *AS*

9. Contingencies: The Buyer's obligation to consummate this transaction (check 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 a sale or exchange of Buyer's property located at: _____ on or before _____

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer.

☐ 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 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, including the following: all buildings; landscaping; 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 (unless rented); 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 if owned by Seller; 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:

Stove, refrigerator, washer, dryer, dishwasher, alarm system

but does not include:

1350 Eastwood Dr. Muskegon, MI 49442

Subject Property Address/Description

11-19-18 9:17AM

Date

Time

AB

☐ 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, the 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.

- * 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 the 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, the Seller will arrange and pay for 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 shall be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol. Seller shall also follow any governmental rules regarding pumping of tanks.

Where no county or government protocol is in place, Seller shall arrange and pay for well and septic inspections (as referenced above) by a qualified inspector, and Seller shall have the septic tank(s) pumped at Seller's expense.

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 good-faith 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 shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable good-faith deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

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. In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects.

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; and (ii) whether Buyer can obtain a homeowner's Insurance policy for the Property at price and terms acceptable to Buyer.

All inspections and investigations will be completed within ten (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, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to

1350 Eastwood Dr. Muskegon, MI 49442

Subject Property Address/Description

11-19-18 9:19AM

Date Time

☒ Buyer's Initials

☒ Seller's Initials

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 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 good-faith 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.

16. **Municipal Compliances:** The 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 good-faith 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 good-faith 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 ☐ Seller (check one) shall obtain and pay for:

☐ A boundary survey certified to Buyer with iron corner stakes and with improvements and easements located on a map of survey.

☐ A surveyor's report or sketch (not a boundary survey) re-certified to Buyer showing the approximate location of improvements.

☒ No survey.

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

Exceptions:

Seller to provide existing survey if possible.

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.

*21. **Closing:** If agreeable to both parties, the sale will be closed as soon as closing documents are ready, but not later than 1-19-2019. 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, 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 the Seller will pay the entire closing fee. Exceptions:

22. **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 will have the privilege to occupy the Property and hereby agrees to pay the 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.

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Date Time

☒ Buyer's Initials

☒ Seller's Initials

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:

- * 23. **Good-Faith Deposit:** For valuable consideration, Buyer gives REALTOR® above named until 5PM (time) on 11-20-2018, to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ 500.00 evidencing Buyer's good faith, to be held by Greenridge Realty (insert name of broker, title company, other) and to apply against the Purchase Price. If this offer is not accepted or if the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the good-faith deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement, the Broker holding the deposit will notify Buyer and Seller, in writing, of Broker's intended disposition of the deposit. If the parties 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 a party objects 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 the parties. 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.

24. **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 the Seller.

25. **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.

* 26. **Other Provisions:**

Offer is contingent upon property meeting appraisal at the offered amount.

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

28. **Fax/Electronic Distribution and Electronic Signatures:** The parties 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. The parties further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures.

29. **Buyer's Acknowledgment:** Buyer hereby acknowledges receipt of a copy of this Agreement.

Buyer 1 Address 1413 Adams X M. Brown Buyer

Buyer 1 Phone: (Res.) (313) 375-1782 (Bus.) _____ Maletta Brown
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.

1350 Eastwood Dr. Muskegon MI 49442 11-19-2018 9:25AM
Subject Property Address/Description Date Time

DATE: NOVEMBER 20, 3:15P.M (time)30. Seller's Acceptance: The Above Offer is Hereby Accepted: ☐ As written. ☒ As written except:

Sale price to be One Hundred- Thirty-Seven-Thousand Dollars (\$137,000.00). There will be a ten (10) year forgivable lien in the amount of Twenty two-Thousand dollars (22,000.00) representing a subsidy in the difference of the sale price and the offered price, along with the Five-Thousand Dollars (\$5,000.00) towards buyers closing cost, and prepaids. Buyer can not receive cash back at closing. Alarm system does not stay with the home (it's for listing purposes only). Buyer must purchase her own washer and dryer. Buyer must submit a copy of Her Home-buyers Certificate prior to closing. Buyer taxes are exempt for the year of 2018. Buyer has up to two business days to transfer utilities in buyer's name to avoid shut-off. Seller recommends no split closing, closing to take place at Midstate Title Agency. Buyer closing documents must be sent to City representative 48 hours prior to close.

Counteroffer, if any, expires Monday, November 26, 2018 at 10:00a.m. (time). Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

31. 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 October 15, 2018 (check one): ☒ Yes ☐ No. Seller agrees to inform the Buyer in writing of any changes in the content of the disclosure statement prior to closing.

32. Notice to Seller: Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve the 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. The parties to the transaction are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

33. Listing Office Address: Greenridge Realty Inc. 3145 Henry St. Suite 200, Muskegon, MI Listing Broker License # 65005179283
Listing Agent Name: THERESA (KAY) PITTMAN Listing Agent License # 6501307466

34. Seller's Acknowledgment: Seller has read this Agreement and acknowledges receipt of a copy.

X Oneata Bailey Seller
CITY OF MUSKEGON/ONEATA BAILEY
Print name as you want it to appear on documents.

Seller's Address 933 TERRACE STREET, MUSKEGON, MI 49440

Seller's Phone: (231) 724-6918 (Bus.) X _____ Seller
Print name as you want it to appear on documents.

DATE: _____, _____ (time)

35. Buyer's Receipt/Acceptance: Receipt is hereby acknowledged by Buyer of Seller's acceptance of Buyer's offer. In the event the acceptance was subject to certain changes from Buyer's offer, Buyer agrees to accept said changes, all other terms and conditions remaining unchanged.

X _____ Buyer

X _____ Buyer

DATE: _____, _____ (time)

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

X _____ Seller

X _____ Seller

Subject Property Address/Description Date Time
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Revision Date 1/18

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: November 19, 2018

RE: COAM 2019 Renewal

SUMMARY OF REQUEST:

Staff has come to terms on a new 4-year contract with the Police Command Division. The agreement will take effect January 1, 2019. The contract contains similar wage adjustments and benefit changes previously negotiated with other bargaining units. The major long-term change to the benefit structure is the implementation of a frozen FAC multiplier bridge in the pension program.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To approve the attached tentative agreement as presented and authorize the Mayor and Clerk to sign the new contract with COAM.

COMMITTEE RECOMMENDATION:

None.

COMMAND OFFICERS ASSOCIATION OF MICHIGAN
AND
CITY OF MUSKEGON

1. Duration, Section 42, Duration and Renewal. Four (4) years, commencing on January 1, 2019 through December 31, 2022.
2. Wages, Appendix A.
 - 1st year - +5% on scale.
 - 2nd year - +3% on scale.
 - 3rd year - +3% on scale.
 - 4th year - +3% on scale.
3. Field Training Officer (FTO) Supervision Pay: Increase from .5% of base senior sergeant wages to 1.5% of base senior sergeant wages.
4. Retirement
 - a. New command officers entering the bargaining unit will maintain the same retirement benefits they had at the patrol level. For example:
 - i. If a new sergeant was a member of the defined benefit pension program as a patrol officer, he/she will remain in the same defined benefit pension program, with the same benefits afforded other patrol officers.
 - ii. In a new sergeant as a member of the defined contribution retirement program as a patrol officer, he/she will remain in the same defined contribution retirement program, at the contribution rate currently in effect in this contract.
 - b. Defined Benefit Retirement Plan. Implement Bridge to 2.67 multiplier with frozen FAC, effective January 1, 2023. Overtime will begin inclusion into Final Average Compensation (FAC) starting January 1, 2019. Effective January 1, 2023, employee pension contribution is reduced to 3 % of wages.
 - i. 240 hours of unused sick/vacation time can be applied to the employees FAC at the time of retirement. Employees may elect to apply their unused sick/vacation time to their FAC prior to the implementation of the pension bridge; doing so would bar the employee from

again applying unused sick/vacation time to their FAC at the time of retirement.

- c. Defined Contribution Retirement Plan. Mandatory employee contribution set at 6%. Mandatory employer contribution set at 12.5% effective 1/1/19. Mandatory employer contribution set at 13% effective 1/1/20. If the patrol division negotiates an increase in the mandatory employer contribution that exceeds the 13% contribution rate effective 1/1/21, that same benefit will be provided to the eligible command unit members
- 5. Vacation Hours: 0-7 years of service = 84 hours. 7-13 years of service = 132 hours. 13+ years of service = 168 hours.
- 6. Floating Holidays = 48 hours
- 7. Compensatory Time shall be capped at 120 hours
- 8. Addition of Martin Luther King Jr.'s Birthday as a holiday. Subtraction of Good Friday as a holiday.
- 9. Sick Time Cash Out. Any amount of unused sick time may be cashed out at 75% of face value at the agreed-upon time (currently March of each year). If placed into a 457 or MESP, it shall be cashed out at 100% of face value.
- 10. COAM members will be eligible for the same residency incentive offered to non-represented employees.
- 11. Retiree Health Care Savings Program. All COAM members will make a mandatory 1% contribution to the Health Care Savings Program.

COMMISSION MEETING DATE November 27, 2018

Date: November 20, 2018

To: Honorable Mayor and City Commissioners

From: Jeffrey Lewis, Director of Public Safety

RE: Parking Restrictions December 1 – March 1

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission approve the changes for Chapter 92, LO7 and LO9 of the ordinance regarding the seasonal parking plan, December 1st, through March 1st.

1. (LO7) Along or on any unpaved parkway, except where the same is used for a driveway to enter private or public property.
2. (LO9) From December 1 through March 1 of each year where parking is currently allowed on both sides of the street, on street parking is modified as follows:
 - a) Parking is allowed on the side of the street with even numbered addresses on even numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
 - b) Parking is allowed on the side of the street with odd numbered addresses on odd numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
 - c) Parking is allowed on both sides of the street all days between the hours of 5:00 p.m. and 7:00 a.m.

Where parking is currently allowed on one side of the street only, parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

In the downtown business area bordered by Shoreline Drive, Spring Street, Apple Avenue and Seventh Street, parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

All signed parking restrictions apply all days of the week.
This section applies to every portion of every block of every city street.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the Parking Restrictions changes to the Code of Ordinances.

**City of Muskegon
Muskegon County, Michigan
Ordinance Amendment No. _____**

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 92 “Traffic and Vehicles,” Article V “Local Parking Restrictions,” Section 92-71 “Parking Restrictions,” of the Code of Ordinances of the City of Muskegon is amended as follows:

1. (L07) Along or on any unpaved parkway, except where the same is used for a driveway to enter private or public property.
2. (L09) From December 1 through March 1 of each year and during any declared snow emergency, where parking is currently allowed on both sides of the street, on street parking is modified as follows:
 - a) Parking is allowed on the side of the street with even numbered addresses on even numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
 - b) Parking is allowed on the side of the street with odd numbered addresses on odd numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
 - c) Parking is allowed on both sides of the street all days between the hours of 5:00 p.m. and 7:00 a.m.

Where parking is currently allowed on one side of the street only, parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

In the downtown business area bordered by Shoreline Drive, Spring Street, Apple Avenue and Seventh Street, parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

All signed parking restrictions apply all days of the week.

This section applies to every portion of every block of every city street.

This ordinance adopted:

Ayes: _____
Nays: _____

Adoption Date: _____
Effective Date: _____
First Reading: _____
Second Reading: _____

CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the _____ day of _____, 2018, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2018

Ann Marie Meisch, MMC
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2018, the City Commission of the City of Muskegon adopted an amendment to Chapter 92 "Traffic and Vehicles," Article II "Uniform Traffic Code," Section 92-71 of the Code of Ordinances of the City of Muskegon, whereby the following change was made:

1. Section ((L07) was amended to eliminate parking on the terrace during the winter.
2. Section L909) was amended to provide for odd/even parking between 7:00 a.m. and 5:00 p.m. during the winter

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

This ordinance amendment is effective ten (10) days from the date of this publication.

CITY OF MUSKEGON

Published: _____, 2018 By: _____
Ann Marie Meisch, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

COMMISSION MEETING DATE: November 27, 2018

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish.
Dangerous Building Case #: EN1711742 – 561 Catherine Ave (garage only)

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the **Garage** structure located at **561 Catherine Ave** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

Location and ownership: This structure is located on Catherine Ave between Chestnut Street and Maple Street in the Angell Neighborhood and is owned by Aaron Gray, 561 Catherine Ave, Muskegon, MI 49442.

Staff Correspondence:

August of 2017, a complaint was received regarding the condition of the garage. A complaint notice was sent to the owner with no response.

September 7, 2017, the HBA declared the garage structure dangerous. Owner did not appear at the HBA hearing.

September 28, 2017, the owner appeared at the City Commission stating he did not receive any of the notices and stated he would like to repair the garage. City Commission referred the case back to the HBA.

October 10, 2017, the owner provided a plan of abatement and obtained the necessary permits to repair the garage.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$26,100 (entire property)

Garage Assessed Value: \$13,144

Estimated cost to repair garage: \$9,100

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish the garage structure only on the property

Owner Contact:

Owner(s) did not attend the November 1, 2018 HBA meeting.

Permits obtained:

October 10, 2017, the owner obtained a permit to remove a section of the garage and repair / replace the roof.

May 17, 2018, owner requested and was granted an extension to the permit. No inspections were requested.

October 13, 2018, the permit expired and a progress inspection showed no work was completed on the roof. The demolition of the east side of the completed but the debris was not removed.

**DANGEROUS BUILDING INSPECTION REPORT
08/07/2017**

Owner GRAY AARON
561 CATHERINE AVE
MUSKEGON, MI 49442

Enforcement # EN1711742

Property Address: 561 CATHERINE AVE (GARAGE ONLY)

Parcel # 24-205-081-0004-00

DEFICENCIES:

1. Garage roof covering is deteriorated and missing in several areas
2. Roof has hole(s) and roof decking is rotted
3. Siding has peeling paint
4. Soffits are rotted, missing or not attached

Jay Paulson, Inspector

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

SECTION 116.3 Notice (UNSAFE STRUCTURES AND EQUIPMENT)

If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

If you disagree with the decision of the City Commission, you have the right to file a petition for superintending control in the Circuit Court for the County of Muskegon within 21 days after the City Commission concurs.

PHOTOS OF 561 Catherine Ave (Garage Only)



COMMISSION MEETING DATE: November 27, 2018

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN1806556 – 1874 Manz St.

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1874 Manz Street** is unsafe, substandard, a public nuisance and that it be demolished.

Location and ownership: This structure is located on Manz St between East Laketon Ave and Holbrook Ave in the Marsh Field Neighborhood. The structure is owned by the Muskegon County Land Bank, 173 E. Apple Ave, Muskegon, MI 49442.

Staff Correspondence. On November 1, 2018 the HBA declared the structure substandard, dangerous and a nuisance.
This property is slated for demolition by the Muskegon County Land Bank using funds from their “Hardest Hit 2” grant.

Financial Impact: None

Budget action required: None

State Equalized value: \$13,000

Estimated cost to repair: \$31,000

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish all structures on the property.

DANGEROUS BUILDING INSPECTION REPORT

Owner MUSKEGON COUNTY LAND BANK AUTHORITY
173 E APPLE AVE STE 104
MUSKEGON, MI 49442

Enforcement # EN1806556

Property Address: 1874 MANZ ST

Parcel # 24-890-000-0020-00

Date completed: 10-15-2018

DEFICIENCIES:

1. Front porch portico is rotted and needs to be replaced
2. Windows are broken or missing
3. Front service door to old garage area is damaged and must be replaced
4. Siding is missing or not attached
5. Siding has a large amount of mold that must be removed
6. Noted from rear door: Home has large amount of the animal waste and walls shows signs of mold. Due to the extreme environmental hazard, an interior inspection was not conducted
7. Rear porch portico is rotted and needs to be replaced
8. Several sections of stockade fence has collapsed

Jay Paulson, Inspector

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

SECTION 116.3 Notice (UNSAFE STRUCTURES AND EQUIPMENT)

If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

PHOTOS of 1874 Manz Street



