

**City of Muskegon
City Commission Meeting
Agenda**

November 14, 2023, 5:30 pm

Muskegon City Hall

933 Terrace Street, Muskegon, MI 49440

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

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

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

Pages

- 1. Call To Order**
- 2. Prayer**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Honors, Awards, and Presentations**
 - 5.a Introduce New Staff - Finance Clerk**
 - 5.b Introduce New Staff - Development Analyst**
 - 5.c Employee Service Awards**
- 6. Public Comment on Agenda Items**

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12.	Public Comment on Non-Agenda items	
13.	Closed Session	
13.a	<u>Discuss Pending Litigation</u>	
14.	Adjournment	

2023

SERVICE AWARD RECIPIENTS

35 Years	James Straley (HWY)
30 Years	David Baker (WS) Elton Williams (WS)
25 Years	Kristi Anthony (P-REC) Nathan Baker (POL) Marlin Dunmire (POL) Benjerman Gibbs (EQP) Leslie Ruth Luttrull (PKS)
20 Years	Timothy Bahorski (POL) Matthew Gillette (EQP) Jeremy Velik (POL)
15 Years	Michael Armstrong (WS) Jeffrey Balon (HWY) Aaron Bennett (EQP) Kyle Hall (POL) Joshua Langlois (WS) Troy Marciniak (HWY) Fredrick Pease (ENG)
10 Years	Tracy Cox (POL) Shanda Dziachan (POL) Kyle Fry (POL) Terry Spyke (ENG)
5 Years	Sharonda Carson (CNS) Timothy Duba (PKS) Jeremy Hugall (PKS) Debra Matz (POL) Juan Medina-Vaca (POL) Robert Neal (POL) Harold Paulson, Jr. (FIR) Lyra Webb (PSB) Gabrielle Yadlosky (POL)

***Congratulations and
Thank You!***

***We congratulate, and
thank each of you with
deepest gratitude for your
distinguished service,
loyalty, and dedication to
the Citizens and Staff of
the City of Muskegon***

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.a

Commission Meeting Date: 11/14/23	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the October 24, 2023 Regular Meeting.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed:	
Amount Requested:	Budgeted Item: Yes ☐ No ☐ N/A ☐
Fund(s) or Account(s):	Budget Amendment Needed: Yes ☐ No ☐ N/A ☐
Recommended Motion: To approve the minutes.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☐

City of Muskegon
City Commission Meeting
Minutes

October 24, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

Present: Mayor Ken Johnson
Commissioner Rachel Gorman
Commissioner Rebecca St.Clair
Commissioner Eric Hood
Vice Mayor Willie German, Jr.
Commissioner Teresa Emory
Absent: Commissioner Michael Ramsey
Staff Present: City Manager Jonathan Seyferth
City Clerk Ann Meisch
City Attorney John Schrier
Deputy City Clerk Kimberly Young

1. Call To Order

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

2. Prayer

Pastor Dwayne Riley, Crestwood United Methodist Church, opened the meeting with prayer.

3. Pledge of Allegiance

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

4. Roll Call

As recorded above

5. Honors, Awards, and Presentations

5.a Resolution Recognizing October as Domestic Violence Awareness and Prevention Month

Action No. 2023-111

Motion by: Commissioner St.Clair

Second by: Vice Mayor German

To recognize October as Domestic Violence Awareness Month.

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

6. Public Comment on Agenda Items

Public comments were received.

7. Consent Agenda

Action No. 2023-112

Motion by: Commissioner Gorman

Second by: Commissioner Hood

To accept the consent agenda as presented, minus items B, C, D, H, I, and J.

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

7.a Approval of Minutes - City Clerk

To approve the minutes of the October 9, 2023 Worksession and October 10, 2023 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

7.e Splash Pad Reconstruction Design - Parks & Recreation

A request for staff to enter into a contract with Fleis & Vandenbrink for design of the Spark grant-funded splash pad reconstruction.

STAFF RECOMMENDATION: To authorize staff to enter into a contract with Fleis & Vandenbrink for design of the Spark grant-funded splash pad reconstruction.

7.f GameTime Playground Grant - Parks & Recreation

A request to allow staff to enter into a contract with Sinclair Recreation for the purchase of 4 new playgrounds for a total amount of \$446,531.89. This includes the installation of St. Joseph's only.

STAFF RECOMMENDATION: To approve for staff to enter into a contract with Sinclair Recreation for the purchase of 4 new playgrounds for a total amount of \$446,531.89

7.g Equipment Purchases - DPW

Staff requests authorization to purchase five (5) fleet vehicles from Berger Chevrolet to replace and supplement DPW and fleet administration vehicles for a total of \$193,308.

STAFF RECOMMENDATION: To approve for staff to purchase five (5) fleet vehicles from Berger Chevrolet to replace and supplement DPW and fleet administration vehicles for a total of \$193,308.

7.k General Capital Spring Street Senior Housing Municipal Services Agreement - Development Services

City Staff has negotiated and reviewed a Payment in Lieu of Taxes and Municipal Services agreement for commission consideration for a new construction 53-unit Senior affordable housing complex at and around 162 E. Apple Avenue.

Pursuant to our 5 Year Housing Needs Assessments call for over 1,000 rental units priced under \$1,430 a month, staff has made overtures and established relationships with several new and existing LIHTC developers. General Capital has already successfully completed two new construction facilities in our community, and is seeking to complete a third with the Spring Street Berkshire Apartments. This site will support 53 affordable senior apartments.

General Capital is seeking a Municipal Services Charge of 3% of net shelter rents. This should equal roughly \$15,000 per year for the city to keep to defray costs of public service delivery to the site. General Capital

is also requesting a 7% Payment in lieu of Taxes agreement, which is detailed in another agenda item in the packet.

STAFF RECOMMENDATION: To approve the Municipal Services Agreement with **GENCAP SPRING STREET 53 LIMITED DIVIDEND HOUSING ASSOCIATION, LLC** and authorize the mayor and clerk to sign.

7.l General Capital Nelson School Family/Workforce Contract for Housing Exemption (PILOT) - Development Services

City Staff has negotiated and reviewed a Payment in Lieu of Taxes and Municipal Services agreement for commission consideration for a new construction 52-unit Workforce affordable housing complex at and around the Nelson School property, 550 West Grand Avenue.

Pursuant to our 5 Year Housing Needs Assessments call for over 1,000 rental units priced under \$1,430 a month, staff has made overtures and established relationships with several new and existing LIHTC developers. General Capital has already successfully completed two new construction facilities in our community, and is seeking to complete a third with the Nelson School Apartments. This site will support 52 affordable workforce apartments.

General Capital is seeking a Payment in lieu of Taxes (PILOT) of 5% of net shelter rents. This should equal roughly \$24,000 per year for the city to divide between taxing jurisdictions. General Capital is also requesting a 3% Municipal Services Charge, which is detailed in another agenda item in the packet.

Note that this item does not yet include the legal description exhibit that we would usually see with the document, and that is due to a lot split survey that is forthcoming and will be added to the document when complete. Specifically, this lot split will leave the sports field and playground on site under the ownership of MPS and open to the public.

STAFF RECOMMENDATION: To approve the Contract for Housing Exemption with **GENCAP NELSON LIMITED DIVIDEND HOUSING ASSOCIATION, LLC** and authorize the mayor and clerk to sign.

7.m General Capital Nelson School Family/Workforce Housing Municipal Services Agreement - Development Services

City Staff has negotiated and reviewed a Payment in Lieu of Taxes and Municipal Services agreement for commission consideration for a new

construction 52-unit Workforce affordable housing complex at and around the Nelson School property, 550 West Grand Avenue.

Pursuant to our 5 Year Housing Needs Assessments call for over 1,000 rental units priced under \$1,430 a month, staff has made overtures and established relationships with several new and existing LIHTC developers. General Capital has already successfully completed two new construction facilities in our community, and is seeking to complete a third with the Nelson School Apartments. This site will support 52 affordable workforce apartments.

General Capital is seeking a Municipal Services Charge of 3% of net shelter rents. This should equal roughly \$15,000 per year for the city to keep to defray costs of public service delivery to the site. General Capital is also requesting a 5% Payment in lieu of Taxes agreement, which is detailed in another agenda item in the packet.

STAFF RECOMMENDATION: To approve the Municipal Services Agreement with **GENCAP NELSON LIMITED DIVIDEND HOUSING ASSOCIATION, LLC** and authorize the mayor and clerk to sign.

7.n Pivotal Development Harbor View Family/Workforce Housing Contract for Housing Exemption (PILOT) - Development Services

City Staff has negotiated and reviewed a Payment in Lieu of Taxes and Municipal Services agreement for commission consideration for a new construction 46-unit workforce/family affordable housing complex at and around 122 East Muskegon Avenue.

Pursuant to our 5 Year Housing Needs Assessments call for over 1,000 rental units priced under \$1,430 a month, staff has made overtures and established relationships with several new and existing LIHTC developers. Pivotal Development is one of the largest Low Income Housing Development Tax Credit developers in the Midwest, and are seeking to complete their first Muskegon area project with the Harbor View Lofts. This site will support 46 affordable workforce apartments.

Pivotal is seeking a PILOT payment of 5% of net shelter rents. This should equal roughly \$18,000 per year for the city to keep to defray costs of public service delivery to the site. Pivotal is also requesting a 3% Municipal Services Agreement, which is detailed in another agenda item in the packet.

STAFF RECOMMENDATION: To approve the Contract for Housing Exemption with **HARBOR VIEW LIMITED DIVIDEND HOUSING ASSOCIATION LLC** and authorize the mayor and clerk to sign.

7.o Pivotal Development Harbor View Family/Workforce Housing Municipal Services Agreement - Development Services

City Staff has negotiated and reviewed a Payment in Lieu of Taxes and Municipal Services agreement for commission consideration for a new construction 46-unit workforce/family affordable housing complex at and around 122 East Muskegon Avenue.

Pursuant to our 5 Year Housing Needs Assessments call for over 1,000 rental units priced under \$1,430 a month, staff has made overtures and established relationships with several new and existing LIHTC developers. Pivotal Development is one of the largest Low Income Housing Development Tax Credit developers in the Midwest, and are seeking to complete their first Muskegon area project with the Harbor View Lofts. This site will support 46 affordable workforce apartments.

Pivotal is seeking a Municipal Services Agreement equal to 3% of net shelter rents. This should equal roughly \$10,800 per year for the city to keep to defray costs of public service delivery to the site. Pivotal is also requesting a 5% Payment in lieu of Taxes Agreement, which is detailed in another agenda item in the packet.

STAFF RECOMMENDATION: To approve the Municipal Services Agreement with **HARBOR VIEW LIMITED DIVIDEND HOUSING ASSOCIATION LLC** and authorize the mayor and clerk to sign.

7.p Froebel School Sales Agreement to Samaritas - Development Services

City staff is proposing a sale of Froebel School, located at 417 Jackson Street, to Samaritas for \$1,000.00 contingent on the award of Low Income Housing Tax Credits for their proposed adaptive reuse development at the site.

City staff have worked with Samaritas and our legal counsel to draft the attached purchase agreement. Note the amount is very nominal, but given the amount of damage to the building and remediation necessary we feel it represents a reasonable market value. The replacement value of the building is likely exceeded by the needed repairs, and if it weren't for the prospect of doing an affordable housing project on the site and the

potential for federal Low Income Housing Tax Credits to offset the project we would not be able to convey the building at all.

Given the extensive likely presence of asbestos and other remediation-worthy materials along with the large substructure, our early estimates on removal of the building are very cost prohibitive. This low purchase price presents an opportunity to save the building for a high priority adaptive reuse and simultaneously avoid our current carried costs and potential future demolition expenses.

STAFF RECOMMENDATION: To approve the Sales Agreement for 417 Jackson to Samaritas for \$1,000.00 as presented.

7.b Storage Area Network Device (SAN) - Information Technology

Staff is requesting authorization to purchase a new Storage Area Network appliance to host the City of Muskegon virtual server systems.

STAFF RECOMMENDATION: To approve the purchase of a Storage Area Network appliance from Dell Technologies.

Action No. 2023-113(b)

Motion by: Vice Mayor German

Second by: Commissioner St.Clair

To approve the purchase of a Storage Area Network appliance from Dell Technologies.

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

7.c Water Treatment Chemical Bids - DPW - Water Filtration

Staff is requesting approval of contracts with Univar and USALCO to supply fluoride and alum to the Water Filtration Plant.

The Water Filtration Plant purchases water treatment chemicals as part of a cooperative that includes seven other area municipalities. The contracts and bidding processes are managed by the City of Grand Rapids.

The City of Grand Rapids issued two separate public invitations to bid on

supplying and delivering water treatment chemicals: one for fluoride (hydrofluorosilicic acid) and one for alum (aluminum sulfate). Staff is requesting approval of the contracts with the lowest bidders, Univar (fluoride) and USALCO (alum). The fluoride contract is for a one-year term and the alum contract is for a one-year term with the option of two one-year renewals.

The Water Filtration Plant uses an average of 60 tons of fluoride annually. Under the contract with Univar, the estimated annual cost based on average use will be \$30,000 (\$500/ton).

The Water Filtration Plant uses an average of 251 dry tons of alum annually. Under the contract with USALCO, the estimated annual cost based on average use is:

Year 1 (\$455.80/dry ton): \$114,500

Year 2 (\$470.17/dry ton): \$118,500

Year 3 (\$490.70/dry ton): \$123,000

Fluoride and alum purchases are included in the Water Filtration Plant budget. Based on average use, it is anticipated that no budget adjustments will be required this fiscal year. However, the actual amount spent will ultimately depend on water usage and source water quality.

AMOUNT REQUESTED: \$144,500 (Year 1 estimate, fluoride and alum)
\$118,500 (Year 2 estimate, alum only)
\$123,000 (Year 3 estimate, alum only)

STAFF RECOMMENDATION: To approve the water treatment chemical contracts with Univar and USALCO.

Action No. 2023-113(C)

Motion by: Commissioner Emory

Second by: Vice Mayor German

To approve the water treatment chemical contracts with Univar and USALCO.

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

7.d Conversion Assistance Amendment - DPW

Staff requests authorization to enter into an amended Agreement with Ramboll for assistance in resolving the conversion of the Lakeshore Trail and Hartshorn properties.

STAFF RECOMMENDATION: To approve of staff entering into an amended agreement with Ramboll for assistance in resolving the conversion of the Lakeshore Trail & Hartshorn properties.

Action No. 2023-113(d)

Motion by: Commissioner St.Clair

Second by: Commissioner Hood

To approve of staff entering into an amended agreement with Ramboll for assistance in resolving the conversion of the Lakeshore Trail & Hartshorn properties.

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

7.h Request to Rezone 162 E Apple, 170 E Apple, 974 Spring, 971 Jay, and 151/157/171/181 Allen - Planning

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

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

SECOND READING REQUIRED

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

Action No. 2023-113(h)

Motion by: Vice Mayor German

Second by: Commissioner St.Clair

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

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

7.i Request to Rezone 550 W Grand Ave - Planning

Request to rezone the property at 550 W Grand Ave from FBC, Urban Residential to FBC, Neighborhood Core, by General Capital Acquisitions, LLC.

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

SECOND READING REQUIRED

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

Action No. 2023-113(i)

Motion by: Vice Mayor German

Second by: Commissioner St.Clair

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

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

Absent (1): Commissioner Ramsey

7.j General Capital Spring Street Senior Housing Contract for Housing Exemption (PILOT) Development Services

City Staff has negotiated and reviewed a Payment in Lieu of Taxes and Municipal Services agreement for commission consideration for a new construction 53-unit Senior affordable housing complex at and around 162 Apple Avenue.

Pursuant to our 5 Year Housing Needs Assessments call for over 1,000 rental units priced under \$1,430 a month, staff has made overtures and established relationships with several new and existing LIHTC developers. General Capital has already successfully completed two new construction facilities in our community, and is seeking to complete a third with the Berkshire Spring Street Project. This site will support 53 affordable senior apartments.

General Capital is seeking a Payment in lieu of Taxes (PILOT) of 7% of net shelter rents. This should equal roughly \$30,100 per year for the city to divide between taxing jurisdictions. General Capital is also requesting a 3% Municipal Services Charge, which is detailed in another agenda item in the packet.

Note that this item does not yet include the legal description exhibit that we would usually see with the document, and that is due to a lot split survey that is forthcoming and will be added to the document when complete.

STAFF RECOMMENDATION: To approve the Contract for Housing Exemption with Spring Street Limited Dividend Housing Association Limited Partnership and authorize the mayor and clerk to sign.

Action No. 2023-113(j)

Motion by: Vice Mayor German

Second by: Commissioner Emory

To approve the Contract for Housing Exemption with Spring Street Limited Dividend Housing Association Limited Partnership and authorize the mayor and clerk to sign.

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

8. Public Hearings

8.a PRO Housing Grant - Public Hearing

The Development Services Division is seeking input from the public regarding the PRO Housing Application.

Stevie Parcell, Grants Program Coordinator for Community & Neighborhood Services provided an overview of the grant application being submitted and explained how public comments could be made during the public comment period.

The Pro Housing Grant is intended to identify and remove obstacles to the production and preservation of affordable housing such as: gaps in resources available for development, deteriorating infrastructure, challenges to preserving existing housing stock, and many more. The City is requesting \$10 million for the following eligible activities that will benefit only those residents at or below 80% of area median income:

- **\$3.5 million to establish a Housing Preservation Fund**
 - \$1.5 million for rental rehabilitation
 - \$2 million for owner-occupied housing
- **\$6 million to finance the construction or rehabilitation of affordable housing**
 - \$1 million for acquisition/rehabilitation/resale projects and nonprofit capacity building
 - \$4.5 million for construction of new units
 - \$.5 million for acquisition of land or real property for development
- **\$500,000 for homebuyer down payment assistance**

The plan is available for review in person in Room 202 of Muskegon City Hall, 933 Terrace Street, Muskegon, MI 49440, and online.

Comments are accepted by email to Stevie Parcell at stevie.parcell@shorelinecity.com, by phone at (231) 724-6775, and by mail to the following address:

Attn: Stevie Parcell

933 Terrace Street

Muskegon, MI 49440

Comments will be accepted from Thursday, October 12th 2023 through Friday, October 27th, 2023.

STAFF RECOMMENDATION: To close the public hearing and record comments provided.

PUBLIC HEARING COMMENCED: Public comments were received as follow:

Kwame James - in favor - grateful that the city is taking advantage of the opportunity to apply for the grant

Jay Kilgo - in favor - would like to see a public education piece in the grant

Dorothy Moss - in favor - would like to the city to have help available for residents to apply for funds if the grant is awarded

Action No. 2023-114(a)

Motion by: Commissioner St.Clair

Second by: Commissioner Emory

To close the public hearing and record comments provided

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

9. Unfinished Business

10. New Business

10.a Inclusive Rebrand - Manager's Office

Staff is requesting authorization to approve a contract with Kindred Marketing, in the amount of \$50,000 for the completion of an inclusive rebranding for the City of Muskegon.

An RFP was issued on August 28, 2023 for an Inclusive Rebrand for the city. The city is seeking a creative agency to develop an inclusive brand for its rebranding initiative. The selected agency's objective will be to develop a comprehensive rebranding strategy for the city. The agency will be responsible for building a brand kit that addresses the following goals:

- Improve Muskegon's image
- Stimulate economic development
- Unite the community through an inclusive process
- Develop a comprehensive citywide brand strategy and roll-out plan
- Create a dynamic new brand identity
- Demonstrate Muskegon's connection and community

The current city logo was created decades ago and no brand guidelines, brand story or brand kit exist. In 2015, the city embarked on a rebranding journey and ultimately no consensus logo was selected. Currently, the City of Muskegon uses variations of the old logo, individual department logos, random colors and fonts, and the Watch Muskegon brand kit for city material.

AMOUNT REQUESTED: Up to \$50,000

FUND OR ACCOUNT: 101-103-801

STAFF RECOMMENDATION: To authorize staff to approve a contract with Kindred Marketing in the amount of \$50,000 for the completion of an inclusive rebranding for the City of Muskegon.

Action No. 2023-115(a)

Motion by: Commissioner St.Clair

Second by: Commissioner Gorman

To authorize staff to approve a contract with Kindred Marketing in the amount of \$50,000 for the completion of an inclusive rebranding for the City of Muskegon.

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

10.b Purchase Option for Windward Pointe - Manager's Office

City Staff has worked with the City Attorney and Parkland Properties to draft an option agreement giving the City of Muskegon the exclusive right to purchase an area encompassing ten (10) lots at a reduced rate on the Windward Pointe PUD to install a new public park and Muskegon Lake access at the end of the Lincoln Street extension in the development.

City staff has been working to enhance public access to Muskegon Lake in the Windward Pointe Planned Unit Development (PUD) submitted by Parkland Properties. During those conversations with Parkland, the site plan evolved to include considerably more public access points than in the original draft. However, those access points are mostly at the end of public rights of ways or smaller in area. To gain higher quality public access, staff proposed purchasing up to ten (10) lakefront parcels adjacent to a public parklet at the end of Lincoln Street originally intended for single-family houses.

Staff pointed out that if we were to purchase some of the lots intended for single-family houses, Parkland would not need to run as many utility stubs and other infrastructure to these lots and potentially could leave them out of their Master Condo Agreement, saving further costs. Parkland agreed to a rate of **\$148,750 per lot**, representing a **15% reduction** in the average projected sale price on all waterfront lots in the PUD.

The sites highlighted in RED on the attached screen grab of a portion of the PUD reflect the lots the City would have the option to buy. The option would commence at the closing date between Parkland and Pure Muskegon on the property, and the City would have two (2) years to execute these purchases.

The staff anticipates that the PUD will come to the City Commission for consideration at your meeting on November 14th.

AMOUNT REQUESTED: \$1,487,500

STAFF RECOMMENDATION: To approve the Option Agreement between the City of Muskegon and Parkland Properties as presented and to authorize the mayor and clerk to sign.

Action No. 2023-115(b)

Motion by: Commissioner St.Clair

Second by: Commissioner Emory

To approve the Option Agreement between the City of Muskegon and Parkland Properties as presented and to authorize the mayor and clerk to sign.

11. Any Other Business

Comments were made by Vice Mayor German, Commissioner St.Clair and Commissioner Hood.

12. Public Comment on Non-Agenda items

Public comments were received.

13. Closed Session

14. Adjournment

The City Commission meeting adjourned at 7:30 p.m.

Motion by: Commissioner St.Clair

Second by: Commissioner Gorman

To adjourn.

MOTION PASSES

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.b

Commission Meeting Date: 11/14/2023	Title: Local Officers Compensation Commission Recommendation
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: The City of Muskegon's Local Officers Compensation Commission met on October 16, 2023 and are recommending a salary increase of \$600 for the Mayor (\$8,600 to \$9,200) and \$600 for City Commissioners (\$6,900 to \$7,500). The LOCC is also recommending an increase in the budget for training, education, and travel from \$1,500 to \$2,000 and \$750 to \$1,000 respectively.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed:	
Amount Requested: \$6,200	Budgeted Item: Yes ☐ No ☒ N/A ☐
Fund(s) or Account(s): 101-101-702	Budget Amendment Needed: Yes ☒ No ☐ N/A ☐
Recommended Motion: To concur with the recommendation of the Local Officers Compensation Commission.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads X ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No X ☐

MINUTES OF THE
LOCAL OFFICERS COMPENSATION COMMISSION MEETING
MONDAY, OCTOBER 16, 2023

MEMBERS PRESENT: Greg Borgman, Paul Edbrooke, Dwayne Lang, Marty Ferriby

ABSENT: Michael Hughes, Samara McIntosh, Todd Susterich

STAFF PRESENT: Jonathan Seyferth, LeighAnn Mikesell, Barb Shullenberger

I. Call Meeting to Order

The meeting was called to order by Paul Edbrooke at 3:33 p.m.

II. Election of New Chairperson

A motion was made for Paul Edbrooke to remain as chairperson by Greg Borgman, was seconded by Dwayne Lang and unanimously approved.

III. Approval of Minutes of October 18, 2021

A motion was made by Paul Edbrooke to approve the October 18, 2021 minutes, was seconded by Marty Ferriby and unanimously approved.

IV. Setting of Salaries for the Mayor and City Commissioners for 2024 and 2025

The commission discussed the salaries of the Mayor and City Commissioners, how they compare with other comparable cities and when the last increases occurred for salary, training, education and travel. City Manager Jonathan Seyferth indicated that the amount of time commissioners spend on regular and special meetings has increased. After a discussion, it was decided that the current salaries should be raised. A motion was made by Greg Borgman to raise the salaries of the Mayor from \$8,600 to \$9,200 and the City Commissioners from \$6,900 to \$7,500. It was seconded by Marty Ferriby and unanimously approved.

V. Training, Education and Travel Budget

After discussing the costs of Michigan Municipal League and other educational conferences, it was determined that the training, education and travel budget should be increased. A motion was made by Greg Borgman that the Mayor's and Commissioners' training, education and travel budget be increased from \$1,500 to \$2,000 and \$750 to \$1,000 respectively. It was seconded by Dwayne Lang and unanimously approved.

VI. Health Insurance for City Commissioners

City Manager Jonathan Seyferth provided a memo to the LOCC to consider extending insurance benefits offered to city employees to the City Commission. The basis was that offering insurance to City Commissioners is likely to attract more candidates to serve on the City Commission.

City staff surveyed other cities, villages, townships and counties in Michigan through listserv and received responses from more than three dozen communities with only one township that provided insurance to their elected official. Upon clarification, it was for their full-time elected officials (Clerk/Treasurer). Health insurance benefits are based on an employee's full-time status and as a commission position is technically less than full-time, this threshold would not be met.

Additionally, legal counsel weighed and noted per the City Charter, full-time employees fall into two categories, classified and unclassified. Unclassified employees are defined in the charter as certain officers (City Manager, Finance Director, City Attorney, Clerk and Department Heads). Civil Service governs classified employees.

A question that came up, after sharing these findings with the requester, was the possibility of establishing some type of Health Savings Account (HSA) for elected officials.

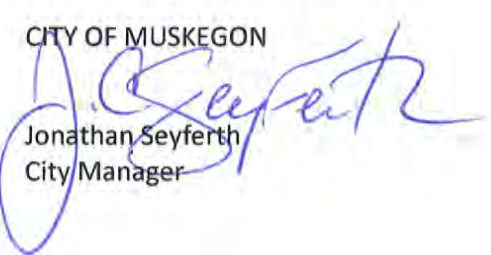
The City Manager was asked to provide more information to the LOCC before they make a decision. They will table this agenda item for now and reconsider after they receive more information from him.

VII. Adjourn

A motion was made by Paul Edbrooke to adjourn the meeting and was seconded by Dwayne Lang. The meeting adjourned at 4:20 p.m.

Respectfully submitted,

CITY OF MUSKEGON


Jonathan Seyferth
City Manager

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor/
Equalization Co.
(231)724-6386
FAX (231)724-1129

Cemetery/Forestry
(231)724-6783
FAX (231)724-4188

City Manager
(231)724-6724
FAX (231)722-1214

Clerk
(231)724-6705
FAX (231)724-4178

Comm. & Neigh.
Services
(231)724-6717
FAX (231)726-2501

Computer Info.
Technology
(231)724-4126
FAX (231)722-4301

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)726-2325

Fire Department
(231)724-6795
FAX (231)724-6985

Human Resources
Co. (Civil Service)
(231)724-6442
FAX (231)724-6840

Income Tax
(231)724-6770
FAX (231)724-6768

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

Public Works
(231)724-4100
FAX (231)722-4188

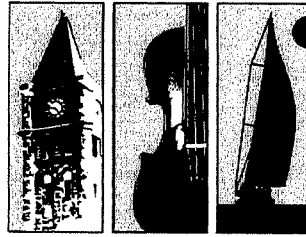
SafeBuilt
(Inspections)
(231)724-6715
FAX (231)728-4371

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

MEMORANDUM

To: Ann Meisch, City Clerk

C: Mayor Johnson & City Commissioners
Ken Grant, Finance Director

From: Jonathan Seyferth, City Manager *J. C. Seyferth*

Date: October 17, 2023

Re: Salaries for the Mayor and City Commissioners for Years 2024 and 2025

On Monday, October 16, 2023, the Local Officers Compensation Commission (LOCC) met and voted that the salaries for both Mayor and City Commissioners be increased in the amount of \$600. The Mayor's salary would increase from \$8,600 to \$9,200 and the Commissioners' salary would increase from \$6,900 to \$7,500. They determined the Training, Education and Travel budget for the Mayor be increased from \$1,500 to \$2,000 and Commissioners' budget be increased from \$750 to \$1,000.

By ordinance, such salaries shall be effective 30 days following their filing with the City Clerk unless the City Commission, by resolution adopted by two-thirds of the City Commission members, rejects such salaries. In case of rejection, the existing salaries shall prevail.

A copy of the LOCC meeting minutes is attached.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.c

Commission Meeting Date: 11-14-2023	Title: Early Voting Plan
Submitted By: Ann Marie Meisch, City Clerk	Department: City Clerk
Brief Summary: This is a request to adopt an early nine day in-person voting plan in conjunction with the County as well as one at City Hall.	
Detailed Summary & Background: Michigan enacted early voting with prop 22-2 which is required to be in place by the Presidential Primary election in February 2024. Early voting can be conducted by single municipality and/or in partnership. To provide City of Muskegon residents with every possible opportunity to register to vote or cast their ballot, it is recommended that the Commission adopt a Voting Plan for Single Municipality and County Participating. Muskegon County will have one site for all county residents at their Marquette Campus and City of Muskegon will have one site at City Hall for all City of Muskegon residents. The initial election costs include 100% of the purchase of designated early voting equipment used at the city and shared costs of equipment used by the county with an anticipated 40% equipment grant reimbursement from the State. Administration of future elections will be funded wholly by the city for the single early voting site and shared equally among the participants of the county site. It is estimated the cost to participate with the County in February will be \$7,603 and for the City to do it alone will be \$20,148.	
Goal/Focus Area/Action Item Addressed: Action Item 3.2 Increase Education and outreach to voters.	
Amount Requested: \$30,000	Budgeted Item: Yes ☐ No X ☒ N/A ☐
Fund(s) or Account(s): 101-215-729	Budget Amendment Needed: Yes X ☒ No ☐ N/A ☐
Recommended Motion: To approve the 9 day early voting plan for the City of Muskegon at City Hall and with the County building and authorize the expenditures of \$30,000	
Approvals: Immediate Division Head X ☐ Information Technology ☐ Other Division Heads X ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No X ☐

CITY OF MUSKEGON, MUSKEGON COUNTY
Single Municipality and County Participating
EARLY VOTING PLAN

The voters in Michigan on November 8, 2022, approved the passage of Proposal 22-2, which in part, entitles voters the right, once registered, to vote in each statewide and Federal election in person at an early voting site prior to election day, open for nine (9) consecutive days beginning on the second Saturday before the election and ending on the Sunday before the election, for at least eight hours each day.

The single municipal Early Voting Site for all City of Muskegon registered voters will be held at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan 49440, and County participating Early Voting Site will be held at The Muskegon County Marquette Campus, 1903 Marquette Avenue, Muskegon, Michigan 49442, as both meet polling place requirements. The Early Voting Precinct(s) for State and Federal Elections will be open the following hours for nine (9) consecutive days preceding elections:

- 8:00 am – 4:00 pm each Saturday (2)
- 10:00 am – 6:00 pm each Sunday (2)
- 9:00 am to 5:00 pm on Monday, Tuesday, Wednesday, Friday
- 11:00 am to 7:00 pm on Thursday

and, the City of Muskegon single municipal Early Voting Site will also be open preceding local elections:

- during normal business hours;
- days and hours that coincide with required election deadlines;
- either Saturday or Sunday, or both, before election day for a combined total of eight (8) hours

The City Clerk is allowed to set additional hours and/or days for Early Voting as deemed necessary. All Early Voting dates and times will be posted sufficiently forty-five (45) days prior to every election to notify voters.

CITY OF MUSKEGON

ELECTION COMMISSION

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

NOVEMBER 2, 2023

@ 10:00 A.M.

MINUTES

A meeting of the Election Commission for the City of Muskegon was held at City Hall, Commission Chambers, 933 Terrace Street, to certify accuracy testing of the equipment to be used in the conduct of the November 7, 2023 General Election and establish Early Voting Site Precincts. The meeting was called to order at 10:00 a.m. on Thursday, November 2, 2023.

Present: Election Commission Members – Casey Allard and Betty Ivory-Roberts, Deputy City Clerk Kimberly Young and Election Coordinator Shelly Stibitz.

Absent: Wanda Matsey

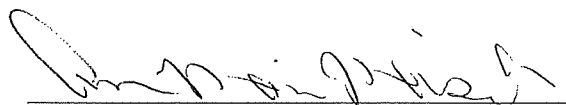
A duly noticed public accuracy test was conducted to determine that the program and the computer being used to tabulate the results of the election, counts the votes in the manner prescribed by the law.

Motion by Allard, second by Ivory-Roberts, to approve minutes of the October 16, 2023 meeting. Motion carried unanimously.

Motion by Ivory-Roberts, second by Allard, to approve the nine (9) consecutive days Single Municipal and Muskegon County Participating Early Voting Site locations and hours to begin in 2024 providing that the City Clerk is authorized to set additional hours and or days as deemed necessary. Motion carried unanimously.

Meeting adjourned at 10:55 a.m.

Respectfully submitted,



Ann Marie Meisch, MMC-City Clerk

Early In-Person Voting -Cost of Local Unit Implementation and Future Administration

Cost Estimates

One Site		
Poll Workers	\$4,779.00	The cost per poll worker (2) is estimated at \$14/hr with each working 9 hours per day at \$2,268. The precinct chairs (2) would receive \$15.50/hr with each working 9 hours per day at \$2,511. Same day registration and troubleshooting would be handled by Clerk's office staff.
Receiving Board	\$120.00	Estimate based on a \$60 per diem, with the side needing a minimum of 2 board members (1 Democrat and 1 Republican)
Training-poll workers	\$300.00	10 inspectors - 2 hours @ \$15 per hour
Meal	\$1,000.00	Estimate including Poll workers and Clerk's staff
Administration/coordination staff		
Temporary staff	\$0.00	Additional staff hours
Polling Place		
Polling place rental/cleaning	\$0.00	
Network connectivity	\$0.00	
Equipment		
Ballot tabulators & ADA device	\$0.00	The average cost for a ballot tabulator is \$5,500 and \$4,500 for an ADA device. The polling site will require 0 new tabulators and 0 ADA device.
Print on demand device	\$5,000.00	The average cost for a print on demand device is \$5,000. The polling site will require 1 new print on demand devices.
Voter registration laptop	\$0.00	The cost per laptop is \$500, with 0 needed for the polling place
Electronic poll books	\$500.00	The cost per Early Voting electronic poll book is \$500, with 1 needed for the polling place
Scanner	\$200.00	Accessory for ballot on demand equipment
Precinct kits	\$25.00	A precinct kit that includes envelopes, seals, etc.
Ballots	\$200.00	
Ballot instructions/secretary sheet	\$0.00	
Voting booths	\$0.00	
Security cage for voting equipment	\$1,000.00	A security cage is needed to store equipment overnight. The cost is \$1,000 with 1 needed per site.
Miscellaneous	\$300.00	
	<u>\$13,424.00</u>	Equipment and administration of first election (February 2024)
	<u>\$6,724.00</u>	Administration of future elections
	\$20,148.00	FY2024 single early voting site
	\$7,603.00	FY2024 participating early voting site
	<u>\$27,751.00</u>	FY2024 budget amendment total

Early In-Person Voting Cost Summary

	Option A	Option B	
	Costs for per Jurisdiction Plan (Going Alone)	Costs for County Plan (Local w/ County)	
Implementation Cost - first election	\$31,600	\$133,428	\$6,353.71/per municipality
Ongoing Cost per Election - second election	\$15,961	\$26,231	
Ongoing Cost per Election - third election	\$15,961	\$26,231	\$1,249.20/per municipality
Total Cost for 2024 Early In-Person Voting	\$63,522	\$185,890	
Cost of Early In-Person Voting Per Local Unit	See attachment A	See attachment B	

	Cost for Option A	All Jurisdictions	21 Jurisdictions
		Cost for Option B	Cost for Option B
Montague City	\$63,522	\$8,082	\$8,852
Muskegon City	\$63,522	\$8,082	\$8,852
Muskegon Heights City	\$63,522	\$8,082	\$8,852
North Muskegon City	\$63,522	\$8,082	\$8,852
Norton Shores City	\$63,522	\$8,082	\$8,852
Roosevelt Park City	\$63,522	\$8,082	\$8,852
Whitehall City	\$63,522	\$8,082	\$8,852
Blue Lake	\$63,522	\$8,082	\$8,852
Casnovia	\$63,522	\$8,082	\$8,852
Cedar Creed	\$63,522	\$8,082	\$8,852
Dalton	\$63,522	\$8,082	
Egelston	\$63,522	\$8,082	\$8,852
Fruitland	\$63,522	\$8,082	\$8,852
Fruitport Charter	\$63,522	\$8,082	\$8,852
Holton	\$63,522	\$8,082	
Laketon	\$63,522	\$8,082	\$8,852
Montague	\$63,522	\$8,082	\$8,852
Moorland	\$63,522	\$8,082	\$8,852
Muskegon Charter	\$63,522	\$8,082	\$8,852
Ravenna	\$63,522	\$8,082	\$8,852
Sullivan	\$63,522	\$8,082	\$8,852
White River	\$63,522	\$8,082	\$8,852
Whitehall	\$63,522	\$8,082	\$8,852
Total Costs:	\$1,461,006	\$185,890	\$185,890

2024 Elections (3)

Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the clerk of the municipality is responsible for ensuring an Early Voting Plan is filed with the county clerk of the county in which the municipality is located.

Not less than 45 days before the first early voting day allowed by statute, the clerk will be responsible for providing the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each early voting site operated by the municipality. This ensures that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

Plan Coverage: Single Municipal

Municipality Information:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Muskegon City	Ann Marie Meisch	14	28,168

Early Voting Information:

	Early voting site #1	Early voting site #2	Early voting site #3
Location of site	City Hall, 933 Terrace	N/A	N/A
Number of Election Workers at site	4		
Is this an EV site for all 9 days of Constitutionally-required early voting? (Y/N)	Y		
Hours for 9 days of Constitutionally-required early voting	8 hours daily		
How many (if any) additional days of early voting will be provided at this site?	0		
Hours for any additional days of early voting	N/A		
Is this site ADA compliant?	Y		
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	Y		

Early Voting Equipment Information:

Early Voting Site #	Number of Tabulators	Number of Early Voting Poll Book Laptops
1	1 tabulator; 1 on demand	1
2		
3		

Early Voting Site Supervisors:

	Supervisor at Early Voting site #1	Supervisor at Early Voting site #2	Supervisor at Early Voting site #3
Early Voting Day 1	Clerk or designee		
Early Voting Day 2	Clerk or designee		
Early Voting Day 3	Clerk or designee		
Early Voting Day 4	Clerk or designee		
Early Voting Day 5	Clerk or designee		
Early Voting Day 6	Clerk or designee		
Early Voting Day 7	Clerk or designee		
Early Voting Day 8	Clerk or designee		
Early Voting Day 9	Clerk or designee		

Describe the communication strategy for informing electors of their opportunity for early voting:

Public notice in partnership with Muskegon County Early Voting site, social media, website, etc.

Ann Marie Meisch

Printed name of Clerk



Signature of Clerk

10-17-2023

Date

MUSKEGON COUNTY ELECTION COMMISSION

August 29, 2023

Resolution to Create an Early Voting County Precinct

WHEREAS, Article II, Section 4(1)(m) of the Michigan State Constitution now gives every citizen the right, once registered, to vote in each statewide and federal election in person at an early voting site prior to election day; and

WHEREAS, Public Act 116 of 1954, Sec. 622(1), as amended by Public Act 81 of 2023, upon the effective date of such Public Act, requires that if at any election a county clerk conducts early voting for 1 or more municipalities located in the county, the board of county election commissioners of that county shall provide 1 or more early voting sites; and

WHEREAS, Public Act 116 of 1954, Sec. 662(7), as amended by Public Act 81 of 2023, upon the effective date of such Public Act, requires that a board of county election commissioners shall ensure that a polling place, early voting site, or central polling place is accessible and complies with the voting accessibility for the elderly and handicapped act and the Help America Vote Act of 2002; and

WHEREAS, Public Act 116 of 1954, Sec. 720g(5), as added by Public Act 81 of 2023, upon the effective date of such Public Act, requires that the county clerk, after consulting the municipal clerks, shall submit each early voting site location to the board of county election commissioners for approval, and each early voting site submitted for approval may serve all electors covered by the county agreement, the electors in specific municipalities that are covered by an early voting site, the electors of 1 municipality, or any combination of these options, as long as each elector in the county is served by 1 or more early voting sites; and

WHEREAS, Public Act 116 of 1954, Sec. 720i(1),(2),(3), and (4), as added by Public Act 81 of 2023, upon the effective date of such Public Act, removes limits on the number of precincts, municipalities, and electors a polling place that is an early voting site may serve, allowing for the county election commission to assign an accessible, centrally located, single early voting site to serve the entire County of Muskegon no later than 60 days before an election;

NOW, THEREFORE, BE IT RESOLVED that, after taking into consideration expected turnout, population density, public transportation, accessibility, travel time, traffic patterns, and all other factors that are considered necessary to enhance the accessibility of early voting sites, the Muskegon County Election Commission assigns as an early voting site for all municipalities in Muskegon County that enter into an agreement with Muskegon County Clerk for the County Clerk to conduct early voting for each such municipality, The Student Center of the Muskegon County Marquette Campus, 1903 Marquette Avenue, Muskegon, Michigan, with the hours of operation to be as follows:

8:00 a.m. to 4:00 p.m., each Saturday;
10:00 p.m. to 6:00 p.m., each Sunday;
9:00 a.m. to 5:00 p.m., on Monday, Tuesday, Wednesday, and Friday;
11:00 a.m. to 7:00 p.m., on Thursday.

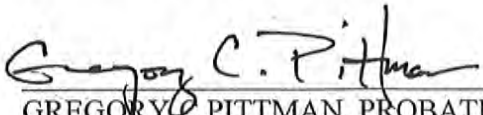
The foregoing resolution offered by Election Commission Member: *Treasurer Moulatsiotis*

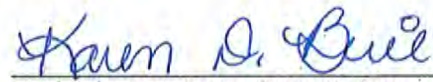
Seconded by Election Commission Member: *Clerk Buie*

Upon roll call vote the following voted "aye": Judge Pittman, Clerk Buie, Treasurer Moulatsiotis

Upon roll call vote the following voted "no": None

The Clerk declared the resolution adopted.


GREGORY C PITTMAN, PROBATE JUDGE


KAREN D BUIE, COUNTY CLERK


TONY MOULATSIOTIS, COUNTY TREASURER

Early In-Person Voting -Cost of Option A - Local Units Implement Individually

Implementation Cost - First Election

One Site

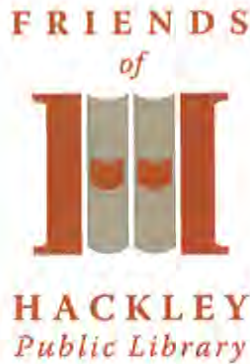
The cost per poll worker is estimated at \$17/hr with each working 10 hours per day. The precinct chair would receive \$18.50/hr with each working 10 hours per day. The minimum number of workers is estimated at 6. An additional worker (clerk/deputy/QVF certified) is also needed for same day registration.	
Poll Workers	\$9,315.00
Estimate based on a \$125 per diem, with the side needing a minimum of 2 board members (1 Democrat and 1 Republican)	
Receiving Board	\$250.00
Training-poll workers	\$1,000.00
Meals for poll workers	\$810.00
Administration/coordination staff	
Temporary staff	\$2,000.00
Polling Place	
Polling place rental/cleaning	\$0.00
Network connectivity	\$0.00
Equipment	
The average cost for a ballot tabulator is \$5,500 and \$4,500 for an ADA device. The polling site will require 2 new tabulators and 1 ADA device.	
Ballot tabulators & ADA devices	\$15,500.00
The average cost for a print on demand device is \$5,000. The polling site will require 2 new print on demand devices.	
Print on demand device	\$0.00
Voter registration laptop	\$0.00
Electronic poll books	\$1,000.00
Scanners	\$200.00
Precinct kits	\$25.00
Ballots	\$200.00
Ballot instructions/secrecy sleeve	\$0.00
Voting booths	\$0.00
Security cage for voting equipment	\$1,000.00
Miscellaneous	\$300.00
A security cage is needed to store equipment overnight. The cost is \$1,000 with 1 needed per site.	
<u>\$31,600.00</u>	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.d

Commission Meeting Date: 11/14/2023	Title: Gaming Resolution – Friends of Hackley Public Library
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: Friends of Hackley Public Library is requesting Recognition as a non-profit in the City of Muskegon for the purpose of obtaining a charitable gaming license.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed: Action Item 2022 – 1.4 Proceed with events and activities	
Amount Requested: n/a	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s):	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: To approve the request from Friends of Hackley Public Library to be recognized as a non-profit in the City of Muskegon for the purpose of obtaining a charitable gaming license.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒



November 2, 2023

Dear City of Muskegon Commissioners;

The Friends of Hackley Public Library (FOHPL) is applying to obtain a State of Michigan gambling license and we need your support from the City of Muskegon.

The Friends of Hackley Public Library is a nonprofit organization established in 1973 to support Hackley Public Library. FOHPL is tax exempt from Federal taxes under section 501 (C) (3) of the Internal Revenue Code. EIN is 38-2555349.

The FOHPL mission is to stimulate interest in reading and literacy, help promote the library services and enhance the cultural life of the Muskegon, MI area community. We are an active group of community volunteers with a strong 50-plus year history of successful fund raising for library projects and programs. We have provided more than \$20,000 each year since 1973 to support free programs for children and adults through the library.

One of our primary fundraisers is Bling, scheduled for February 9 and 10, 2024. Bling is an annual sale held at the Barclay Place Event Center where volunteers serve to sell donated jewelry, hats, scarves and other items to guests who attend. This year Friends has had a beautiful quilt of books donated to the group. Our goal is to hold a raffle for the quilt and give people the opportunity to bid on it to raise funds for the Library.

This raffle was approved by the President Marti Balgooyen and all the members of the Friends board in September. We are attaching the necessary documents and our check in the amount of \$75. We hope the City of Muskegon will give its approval for Friends to obtain this license.

Thank you for your consideration.

Lynn A Comried
Member of FOHPL Board
Co-chair of Bling Committee
1810 Lake Ave
Muskegon, MI 49445
319) 651-4869

Attached
State form for completion
Fee for License - \$75

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.e

Commission Meeting Date: November 14, 2023	Title: Sale of 1141 Jefferson Street
Submitted By: LeighAnn Mikesell	Department: Manager's Office
Brief Summary: Staff is seeking approval of the sale of 1141 Jefferson Street.	
Detailed Summary & Background: In late 2020, the commission approved an agreement with Community EnCompass to construct affordable homes. The goals of the agreement were to further our economic equity efforts and create diversity of housing price points as we build housing infill. The agreement has been amended over time, and the project is now part of our ARPA infill housing initiative and our scattered site brownfield. We have received a purchase agreement for the second home located at 1141 Jefferson Street. The offer is for \$180,000 with 3% toward seller concessions. The home was listed for \$199,900 and had been on the market for 88 days before an offer was received. The Community EnCompass board accepts the offer as reasonable given sale prices for other infill homes in the area.	
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon.	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: to approve the purchase agreement for 1141 Jefferson Street.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 10/15/2023, _____ (time) MLS # 71023026266 # _____

SELLING OFFICE: Five Star Real Estate BROKER LIC.#: _____ REALTOR® PHONE: 616-450-2500

LISTING OFFICE: Pinnacle Realty REALTOR® PHONE: _____

- Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.
- Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (choose one):
☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator
 Primary Selling Agent Name: Kim Baker Email: kimbakerhomes@gmail.com Lic.#: _____
 Alternate Selling Agent Name: _____ Email: _____ Lic.#: _____
- Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
☐ Buyer has received the Seller's Disclosure Statement, dated 07/19/2023.
☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____
☐ Seller is exempt from the requirements of the Seller Disclosure Act.
- Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.
- Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon,
 County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
1141 Jefferson St, Muskegon, MI 49440
 with the following legal description and tax parcel ID numbers:

R07.1 NELSON GENERAL RESIDENTIAL

PP# 243130234008**The following paragraph applies only if the Premises include unplatted land:**

Seller agrees to grant Buyer at closing the right to make (insert number) 100% division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____, of the proposed division to create the Premises.

- Purchase Price:** Buyer offers to buy the Property for the sum of \$ 180,000
one hundred eighty thousand U.S. Dollars
- Seller Concessions**, if any: 3% toward buyer's closing costs, pre-pays and points
- Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
 SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

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

- ☐ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.
- ☒ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a FHA type 30 (year) mortgage in the amount of 96.5 % of the Purchase Price bearing interest at a rate not to exceed current % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 3 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ _____ representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from



Buyer's Initials



Seller's Initials

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

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

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

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

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

☐ OTHER:

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

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

☒ IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at:
1279 S Quarterline Rd, Muskegon, MI 49442. by 11/20/2023

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

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

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

All fixtures and features as stated on MLS listing at time of showing 10/10/2023

but does not include:

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Buyer's Initials



Seller's Initials

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

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

If the Property is subject to any assessments,

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

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

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

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

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

☐ No proration. (Choose one):

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

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

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.

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

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

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

Other:

city water and sewer

15. **Inspections & Investigations:**

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

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

All inspections and investigations will be completed within 5 days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, either (a) terminate this Agreement by written notice to Seller and receive a refund of Buyer's Earnest Money Deposit, or (b) make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of a proposed addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have

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Seller's Initials

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

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

Exceptions:

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

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

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

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

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

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

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

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

New construction warranty if available

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

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 11/24/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee**. Exceptions:

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

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

☒ At the completion of the closing of the sale.

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

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

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

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

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

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 10/17/2023 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ 500 shall be submitted to Five Star Real Estate (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

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

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

27. Other Provisions:

Seller will mark the home "pending" on the MLS

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

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

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

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Seller's Initials

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

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

Buyer 1 Address: _____ X *Randall J. Baker* dotloop verified
10/16/23 9:36 AM EDT
2ARC-1KBR-TRDG-PZBE **Buyer**

Buyer 1 Phone: (Res.) _____ (Bus.) _____

Randall J. Baker
Print name as you want it to appear on documents.

Buyer 2 Address	X	Buyer
-----------------	---	-------

Buyer 2 Phone: (Res.) _____ (Bus.) _____

Print name as you want it to appear on documents.

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

1141 Jefferson Has NO A.C. Unit installed. & no ceiling fans installed
Contingent on the approval from the the City of Muskegon

Counteroffer, if any, expires 10/19/2023, at 6:00PM (time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

33. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated 07/19/2023 (choose one): ☒ Yes ☐ No.
Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.

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

35. Listing Office Address:	<u>1141 Jefferson, Muskegon, MI 49440</u>	Listing Broker License #	<u>6505392630</u>
Listing Agent Name:	<u>Javon Kilgo</u>	Listing Agent License #	<u>6504431414</u>

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

X (Seller's Signature, Date, Time): Leighann Mikesell dotloop verified
10/17/23 3:23 PM EDT
WSKC-CAC-WP7PHU6

Leighann Mikesell Is Seller a U.S. Citizen or Resident Alien? ☒ Yes ☐ No*

Print name as you want it to appear on documents.

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

Print name as you want it to appear on documents.

Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*

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

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

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

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

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

X (Seller's Signature, Date, Time): LeighAnn Mikosell dotloop verified 10/17/23 3:22 PM EDT SGT8-PLLD-RPSX-DONA

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

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Date

Time

**WEST MICHIGAN REGIONAL
ADDENDUM TO PURCHASE AGREEMENT**

MLS # <u>71023026266</u>	Date: <u>10/15/2023</u>	(time)	
Selling Office <u>Five Star Real Estate</u>	REALTOR® Phone <u>616-450-2500</u>	Email	<u>kimbakerhomes@gmail.com</u>
Listing Office <u>Pinnacle Realty</u>	REALTOR® Phone <u>2313275332</u>	Email	<u>aykilgorealestate@gmail.com</u>

1. Addendum # _____ to Purchase Agreement dated 10/15/2023 covering property at
1141 Jefferson St, Muskegon, MI 49440
2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:
Buyer's agency commission to be reduced to 1.75%

3. The ☐ Seller ☒ Buyer (check one) gives the above-named REALTOR® 2 days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

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

Date _____

X <u>Randall J. Baker</u> (Note: Please sign as you wish your name to appear on final papers.)	dotloop verified 10/16/23 9:36 AM EDT RAL5-EBLL-VNIO-10SW
	X _____ (Note: Please sign as you wish your name to appear on final papers.)

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

Date 10/17/2023

X <u>LeighAnn Mikesell</u> (Note: Please sign as you wish your name to appear on final papers.)	dotloop verified 10/17/23 3:22 PM EDT TDJP-ITVM-SBML-02US
	X _____ (Note: Please sign as you wish your name to appear on final papers.)



Please read and have buyer/s sign. Attach with offer.

Paragraph 8- Seller will provide a quit claim deed vs a warranty deed.
Builder one year warranty starts from day of Certificate of Occupancy.

Each dwelling unit shall have an approved established vegetative ground cover, native to the immediate area within 600 feet, no less than 12 months after occupancy. Approval shall be given by zoning staff of the Planning Department as part of the initial residential site plan review. A minimum of one shade tree, two and one-half inches (2.5") in diameter, four feet (4') from the ground or one six foot (6') evergreen tree shall be provided. Existing landscaping may be accepted in lieu of this requirement. "

<i>Randall J. Baker</i>	dotloop verified 10/10/23 3:03 PM EDT J5DI-PB6E-8BPB-NLSK
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Buyer

Buyer

<i>Kimbra Baker</i>	dotloop verified 10/10/23 3:07 PM EDT W1RM-4HIF-GAUT-JZK0
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Buyer's Agent

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.f

Commission Meeting Date: November 14, 2023	Title: Sale of 169 McLaughlin Avenue
Submitted By: LeighAnn Mikesell	Department: Manager's Office
Brief Summary: Staff is seeking approval of the sale of 169 McLaughlin Avenue.	
Detailed Summary & Background: 169 McLaughlin Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for \$12,094 over asking price with \$8,094 in sellers concessions. This results in a full price offer.	
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon.	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: to approve the purchase agreement for 169 McLaughlin Avenue.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE:

11/02/2023

(time)

MLS #

new

#

1

SELLING OFFICE:

West Urban Realty

BROKER LIC.#:

6505429509

REALTOR® PHONE:

616-366-2459

LISTING OFFICE:

West Urban Realty

REALTOR® PHONE:

6163662459

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

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

☐ Agent/Subagent of Seller

☐ Buyer's Agent

☐ Dual Agent (with written, informed consent of both Buyer and Seller)

☐ Transaction Coordinator

Primary Selling Agent Name:

Mariana Murillo VanDam

Email:

mariana@westurbanrealtymi.c

Lic.#:

6506015435

Alternate Selling Agent Name:

Email:

Lic.#:

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

☐ Buyer has received the Seller's Disclosure Statement, dated.

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

☒ Seller is exempt from the requirements of the Seller Disclosure Act.

Builder's warranty

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

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

County of Muskegon County

169 McLaughlin Avenue, Muskegon, MI 49442

with the following legal description and tax parcel ID numbers:

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 EXC THE W 74.00 FT TH'OF BLK 266 SUBJ TO ELEC ESMT L/P 4335/576

PP#

24-205-266-0001-10

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 \$ 146,994

one hundred forty-six thousand nine hundred ninety-four

U.S. Dollars

7. **Seller Concessions,** if any:

\$8,094 towards buyers, closing cost, prepaids, points 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 shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

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

☒ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a FHA type 30 (year) mortgage in the amount of 96.5 % of the Purchase Price bearing interest at a rate not to exceed 8.75 % 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 3 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ na representing repairs required as a condition of financing. Buyer ☐ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

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Page 1 of 6 Rev. Date 1/2023

MM

MM

Buyer's Initials

MM

Seller's Initials

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

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

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

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

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

☐ OTHER:

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

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

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

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

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

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

but does not include:

169 McLaughlin Avenue, Muskegon, MI 49442
Subject Property Address/Description

11/02/2023
Date

Time



Buyer's Initials



Seller's Initials

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

na

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

If the Property is subject to any assessments,

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

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

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

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

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

☐ No proration. (Choose one):

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

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

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.

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

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

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

Other:

na

15. **Inspections & Investigations:**

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

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

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

169 McLaughlin Avenue, Muskegon, MI 49442

Subject Property Address/Description

11/02/2023

Date

Time



Buyer's Initials



Seller's Initials


11/02/23
2:11 PM EDT
dotloop verified

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

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

Exceptions:

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

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

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

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

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

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

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

sellers plat survey

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

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

21. Closing: If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 11/30/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

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

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

☒ At the completion of the closing of the sale.

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

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

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

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

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

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until _____ 7pm _____ (time) on _____ 11/03/2023 _____ (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$_____ \$500 shall be submitted to _____ Transnation Title _____ (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

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

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

27. **Other Provisions:**

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

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

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

169 McLaughlin Avenue, Muskegon, MI 49442

Subject Property Address/Description

11/02/2023

Date

Time



Buyer's Initials



Seller's Initials

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

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

Buyer 1 Address 1499 Kenora, Norton Shores, MI 49444 X Melony Moline dotloop verified 11/02/23 1:49 PM EDT PZDB-BDX3-AZY2-POUC **Buyer**
 Buyer 1 Phone: (Res.) 231-260-4573 (Bus.) _____ Melony Moline
 Print name as you want it to appear on documents.
 Buyer 2 Address _____ X Mark Moline dotloop verified 11/02/23 2:15 PM EDT 9BDA-PSJ2-OPHY-17CN **Buyer**
 Buyer 2 Phone: (Res.) _____ (Bus.) _____ Mark Moline
 Print name as you want it to appear on documents.

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

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

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

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

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

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

X (Seller's Signature, Date, Time): LeighAnn Miksell dotloop verified 11/06/23 2:26 PM EST HLNQ-ROAG-SUTU-AY6B
LeighAnn Miksell Is Seller a U.S. Citizen or Resident Alien? ☒ Yes ☐ No*
 Print name as you want it to appear on documents.
 X (Seller's Signature, Date, Time): _____
LeighAnn Miksell Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*
 Print name as you want it to appear on documents.

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

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

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

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

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

169 McLaughlin Avenue, Muskegon, MI 49442
 Subject Property Address/Description

11/02/2023 _____
 Date Time

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.g

Commission Meeting Date: November 14, 2023	Title: DPW Asset Management Software
Submitted By: Dan VanderHeide	Department: DPW

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

Detailed Summary & Background: Cartegraph, a division of OpenGov (a government software services company), is an asset management software designed for public works. It tracks assets condition and maintenance practices and uses department priorities and AI to recommend new maintenance tasks, replacement schedules and other valuable information. It also has the important benefit of including a work order management system that will allow for electronic work order management, improving efficiency at DPW, providing better tools for supervision of labor, equipment and materials, and increasing the data available for reporting and decisions.

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

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

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

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

- Sewer (590): \$9,873 software annual cost + \$13,974.26 implementation services
- Water (591): \$9,873 software annual cost + \$13,974.26 implementation services
- Public Service Building: \$19,900 Base Subscription Fee + \$28,166.49 implementation services
 - Note: This will be further split amongst many departments according to PSB rent.
 - General fund cost will be \$6,610.33 in FY23, \$2,873.57 in FY24 and \$3,017.25 in FY26

Additional software and device costs are necessary to make the system function, including approximately \$20,000 for in-vehicle computer systems in the water department trucks, an increase of approximately \$25,000 annually for cell phones and service lines for all DPW employees (only about

1/3 are currently on the City's cell phone plan), and various other software services such as email addresses for all DPW employees totaling about \$12,000. These additional costs will be made following the purchasing policy and will be brought to the Commission, if applicable, in the future.

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

Amount Requested: FY23: \$95,761.00
FY24: \$41,628.30
FY25: \$43,709.72

Budgeted Item:

Yes ☒ No ☐ N/A ☐

Fund(s) or Account(s): See description above

Budget Amendment Needed:

Yes ☐ No ☒ N/A ☐

Recommended Motion: I move approval for staff to enter into a contract with OpenGov for a three-year subscription and setup services to implement an asset management software system for DPW assets.

Approvals:

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

Guest(s) Invited / Presenting:

Yes ☐
No ☐



OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-011790
Created On: 10/25/2023
Order Form Expiration: 11/26/2023
Subscription Start Date: 11/27/2023
Subscription End Date: 11/26/2026

Prepared By: Alex Martinez
Email: amartinez@opengov.com
Contract Term: 36 Months

Customer Information			
Customer:	City of Muskegon, MI	Contact Name:	Dan VanderHeide
Bill To/Ship To:	PO Box 536 207	Email:	dan.vanderheide@shorelinecity.com
	Muskegon, Michigan 49440		
	United States		

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Asset Management Wastewater Collection Domain, Water Distribution Domain	11/27/2023	11/26/2024	\$39,646.00
Asset Management Wastewater Collection Domain, Water Distribution Domain	11/27/2024	11/26/2025	\$41,628.30
Asset Management Wastewater Collection Domain, Water Distribution Domain	11/27/2025	11/26/2026	\$43,709.72

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee (Fixed Fee)	Product configuration, setup, and training described in the attached SOW.

Professional Services Total: \$56,115.00

Billing Table:		
Billing Date	Amount Due	
November 27, 2023	\$95,761.00	(Annual Software Fee + Professional Services)
November 27, 2024	\$41,628.30	
November 27, 2025	\$43,709.72	

Order Form Legal Terms

Welcome to OpenGov!
This Order Form is entered into between OpenGov, Inc. ("OpenGov"), and you, the entity identified above ("Customer"), effective as of the date of the last signature below. This Order Form incorporates the OpenGov Master Services Agreement ("MSA") available at <https://opengov.com/terms-of-service/master-services-agreement/>. If professional services are purchased, the applicable Statement of Work ("SOW") is also incorporated. The Order Form, MSA, and, if applicable, the SOW are the full "Agreement".
Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.
By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Muskegon, MI

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____



Statement of Work

City of Muskegon, MI

Creation Date: 10/18/2023
Document Number: PS-04721
Version Number: 1
Created by: Jennifer Nordin

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1. Overview and Approach

1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Muskegon, MI ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Master Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Enterprise Asset Management as defined in the OpenGov Responsibilities section of this document ([Section 2.4](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Enterprise Asset Management solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Enterprise Asset Management
 - i. OpenGov will provide all services remotely via audio; video; and web conferences unless otherwise noted.
 - ii. OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
 - iii. OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.
 - iv. OpenGov assumes that the customer accepts EAM upon the completion of the go-live event
 - v. If a non-API integration is included in scope, Customer is responsible for engaging third party vendor to obtain data, configuration, and/or third party integration support.
 - vi. If an API integration is included in scope, Customer is responsible for providing access to a test instance of the third party API including a URL, authentication credentials, and relevant documentation.

2.4. Exclusions

The following service items are not included in the scope of this project:

- A. Implementation of any custom modification or integration developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed in Appendix B.
- B. Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed in Appendix B.

- C. Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed in Appendix B.

2.5. OpenGov Responsibilities

2.5.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. Collaborate with your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services contract.

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.5.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.5.3. Activity 3 – OpenGov Domains

OpenGov will provide the following:

Enterprise Asset Management Domains

- A. Water Distribution
- B. Wastewater Collection / Sanitary Sewer

Completion Criteria:

This activity will be considered complete when:

- Instance setup is completed
- Requirements Gathering is completed
- Start up Data is loaded
- Asset Installation is completed
- Integrations are implemented

Deliverable Materials:

- Formal sign off document

2.5.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Software training is delivered

Deliverable Materials:

- Formal sign off document

2.6. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.6.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.7. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in “OpenGov responsibilities” section and delivers the services in Appendix B as listed, if any; or
- B. The End date is reached

2.8. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of nine months after signatures (“End Date”) or on other dates mutually agreed to between you and OpenGov.

2.9. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Enterprise Asset Management Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Enterprise Asset Management	Integrations / Conversions								
	Define and Plan								
	Design								
	Build and Test								
GoLive Support	Deliver								
	Hypercare								

Timeline is dependent on the number of phases and other factors. Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.

2.10. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. OpenGov shall not exceed the estimated \$4,800 expenses without written approval from the Customer.

2.11. Offer Expiration Date

This offer will expire on January 18, 2024 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- **Change Order** - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

Setup

OpenGov will:

- Setup a hosted, sandbox and production OMS environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Requirements Gathering

OpenGov will

- Provide a two-day (2-day) onsite requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Configurations

OpenGov will:

- Provide configuration services, including:
 - o Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - o Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - o Up to twenty (20) automations
 - o Up to twenty (20) preventative maintenance plans

Training

OpenGov will:

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - o Dashboards
 - o Standard KPI/ROI Gadgets
 - o Logins/Permission

- o Layers
 - o Filters
 - o Maps
 - o Grids
 - o System Navigation
 - o Views (List & Detail)
 - o Standard Reports
 - o Attachments
 - o Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
 - Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
 - Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
 - Provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - o OMS Esri integration configuration options
 - o Integration functionality (basemap and feature)
 - o Overall Esri integration requirements, considerations, and OpenGov recommended best practices

Train the Trainer Training Event

- Provide a two-day (2-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and your project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
 - o Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - OpenGov recommended best practices for Request and Requester Management
 - o Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - OpenGov recommended best practices for Work Management
 - o Asset Management:

- Asset Details
- Preventative Maintenance Plans
- Inspections
- Linked assets (if applicable)
- Container/Component Relationships (if applicable)
- OpenGov recommended best practices for Asset Management
- o Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager

Advanced Training Topics:

- Provide **Preventative Maintenance Plans** remote train-the-trainer training, up to three (3) hours. Training topics include:
 - o Preventative Maintenance
 - o OpenGov recommended best practices for proactive asset management
- Provide **Advanced Inspections, Asset Condition Manager, and Asset Risk** remote train-the-trainer training, up to four (4) hours. Training topics include:
 - o Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts

- Criticality Factor
 - Install/Replaced Dates
- o Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
- o OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management

Go-Live Support

OpenGov will:

- Provide a remote, up to eight (8) hours, web conferences, to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and OpenGov's project managers. Topics may include any of the following:
 - o Refresher training for items listed in the scope of work
 - o Software and process support for staff during production roll out
 - o Field, Layout, and Report configuration guidance, if applicable

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by your staff, OpenGov will load the data into your sandbox or production OMS environment. Data loads may include data such as:
 - o Parent level asset records
 - o Asset location (spatial x/y) attributes
 - o Parent level resource (Labor, Equipment Material, Vendor) records
 - o Resource Rate (Labor, Equipment, Material) records
 - o Standard system libraries

Integrations

- OpenGov staff will provide a bi-directional (two-way) Integration Service between BS&A and OpenGov. The integration includes the following data points:
 - o Automated import of the following data points:
 - Customer Accounts and Service Locations
 - Water Meters
 - Associated Water Meter-related Tasks
 - o Automated export of the following data points:
 - Completed Water Meter-related Tasks
 - o A sync using a unique ID
 - If ID exists; information will be updated
 - If ID does not exist; OpenGov will create a record or produce an error message
- **Assumptions**
 - o The integration will include up to 12 fields per integrated data point
 - o Runtime interval for the sync is customer configurable but can occur no more frequently than hourly
 - o Customer staff will be responsible for populating required values utilized to support integration
 - o Customer staff will be responsible for providing recurring data for import with a consistent location and filename

- o Customer staff will be responsible for importing the exported Task data back into BS&A
- o All data must be accessible to the OpenGov service from a flat file (.csv or .txt)

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - o Water Distribution (9)
 - Water Backflow; Water Facility; Water Hydrant; Water Lateral; Water Main; Water Meter; Water Pump; Water Valve; Water Storage Tank
 - o Wastewater Collection / Sanitary Sewer (7)
 - Sewer Cleanout; Sewer Facility; Sewer Force Main; Sewer Lateral; Sewer Main; Sewer Manhole; Sewer Pump

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer named in the signature block below (“Customer”). This Agreement, which becomes binding when the parties have signed it (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.
- 2.3. Professional Services
 - 2.3.1. If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services (“Professional Services”) will be described in an applicable statement of work (“SOW”) agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid

Professional Services must be utilized within one year from the Effective Date.

- 2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.
- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to

OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.

- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end

of the then-current term.

- 6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1.Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.

7.1.2.Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

7.1.3.Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

7.1.4.Customer Delays; On Hold Fee.

7.1.4.1.On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

7.1.4.2.On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in

receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).

- 7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.
- 7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.
8. Representations and Warranties; Disclaimer
 - 8.1. By OpenGov.
 - 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
 - 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.

- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
9. Limitation of Liability
- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based

on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.

- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

- 10.8. **Assignment.** There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. **Independent Contractors.** This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. **Governing Law and Jurisdiction.** California laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties submit to the personal jurisdiction and venue therein.
- 10.11. **Complete Agreement.** OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

<i>Signatures</i>	
Customer: 	OpenGov, Inc.
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.h

Commission Meeting Date: November 14, 2023	Title: Emergency City Hall Chiller Repairs
Submitted By: Dan VanderHeide	Department: DPW
Brief Summary: Staff seeks authorization to make emergency repairs to the chiller plant at City Hall.	
Detailed Summary & Background: The chiller plant at City Hall, essentially the air conditioning unit, unexpectedly failed when a power surge hit the equipment following the explosion of a transformer. Many of the electrical components within the unit were affected and needed to be replaced. Staff reached out to American Mechanical Services of West Michigan, located just east of the City, and they agreed to repair the unit immediately. The damage occurred earlier this fall and staff authorized the repairs as an emergency purchase under the procurement policy. The City Manager approved the expense. In accordance with the policy the purchase is being brought to the Commission for approval after-the-fact due to being over \$25,000.	
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices and infrastructure	
Amount Requested: \$31,286.97	Budgeted Item: Yes ☐ No ☒ N/A ☐
Fund(s) or Account(s): 101-265 (City Hall Maintenance)	Budget Amendment Needed: Yes ☒ No ☐ N/A ☐
Recommended Motion: I move authorization for staff to make emergency repairs to the chiller plant at City Hall.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

**American Mechanical Services of
Western Michigan Inc**
7815 East Apple Ave
Muskegon, MI 49442



INVOICE
Unpaid

Presented to:
CITY OF MUSKEGON
933 Terrace St.
P.o. Box 536
Muskegon, MI 49443

Job # 15874
Job Name Chiller motors and fans
Invoice # I-15874-1
Technician
Issue Date Sep 27 2023
Payment Terms Upon Receipt
Due Date Oct 27 2023

Customer Contact:
H: 231-724-6968
M: 231747-0236
E: terry.spyke@shorelinecity.com

Service Location:
933 Terrace St.
P.o. Box 536
Muskegon, MI 49443

DESCRIPTION	QTY	PRICE
0001-BUS	28	\$3,360.00
LABOR: Found the chiller was hit by a power surge when the transformer blew up on September, 3rd. The surge took out all 10 of the condenser fan motor, 4 of the motor starters and most of the fuses in the system.		
PARTS	10	\$26,580.00
10- Fan Motors, wire connections and blades		
PARTS	4	\$742.56
4- motor starters		
PARTS	6	\$458.34
6- fan fuses		
PARTS	3	\$146.07
3- control fuses		
Subtotal		\$31,286.97
Taxes		\$0.00
Total		\$31,286.97

Make Payment

Customer Approval:

☐ I agree to the terms and conditions of this invoice, and that the goods and or services referenced have been provided to my satisfaction.

Agenda Item Review Form Muskegon City Commission

7.i

Commission Meeting Date: November 14, 2023	Title: Pere Marquette Restroom RFP
Submitted By: Dan VanderHeide	Department: Public Works
Brief Summary: Staff is requesting authorization to enter into an agreement with MCSA Group for \$65,479 for design and construction services related to the Pere Marquette South Restroom.	
Detailed Summary & Background: The city issued an RFP on October 5, 2023 seeking proposals from qualified firms for design and construction services for the Pere Marquette South Restroom. Five (5) proposals were received and staff is recommending award of the services to MCSA Group, the highest scoring firm based on qualifications of team, understanding of the requested services, the priced proposal, and location of the firm. MCSA Group has significant experience in the design and construction of similar park restroom facilities including historic rehabilitation work, the ability to complete the work plan on time, and offers a good value. The scores of the proposals received are as follows: - 924 – MCSA Group - 857 – Short Elliot Hendricksen (SEH) - 813 – Fleis & Vandenbrnk - 717 – Architects Collaborative Design Partnership - 648 – Driven Design	
Goal/Focus Area/Action Item Addressed: Goal 1 - Destination Community & Quality of Life: Enhanced Parks & Recreation Department Services	
Amount Requested: \$65,479 (\$700,000 project budget)	Budgeted Item: Yes ☒ No ☐ N/A ☐
Fund(s) or Account(s): 445 (Public Improvement)	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: I move to authorize staff to enter into an agreement with MCSA Group for \$65,479 for design and construction services related to the Pere Marquette South Restroom.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒



Landscape Architects and Architects
EAST GRAND RAPIDS • MICHIGAN



SBA WOSB
Woman Owned Small Business

City of Muskegon

PERE MARQUETTE SOUTH RESTROOM

OCTOBER 31st, 2023



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CITY OF MUSKEGON

Pere Marquette South Restroom

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Front Cover:
Beechwood Park
Holland Charter Township, Michigan

October 31st, 2023

Dan VanderHeide,
City of Muskegon Public Works Department
City Clerk's Office
933 Terrace Street
Muskegon, MI 49440

RE: Request for Qualifications for Pere Marquette South Restroom

Dear Mr. VanderHeide,

MCSA Group, Inc. is pleased to provide the City of Muskegon with our qualifications and proposal for the Pere Marquette South Restroom Project.

In our proposal, we have illustrated our extensive experience with MNTRF Grant projects as well as restroom and renovation projects throughout the State of Michigan. Our creativity, along with our functional design approach and attention to detail, will result in a successful, long lasting, low maintenance project while incorporating unique design and detailing into the project.

The MCSA Group team is uniquely qualified, since we assisted with the master plan and cost estimates for the MNTRF Grant application for this project. We also have considerable knowledge of the Muskegon Parks system from working on the update to the Five Year Parks and Recreation Plan and Kruse Park Boardwalk Master Plan.

We would like to thank you for the opportunity to submit this proposal and these qualifications. If you have any questions or if we can provide any clarifications, please feel free to contact us at any time.

Sincerely,



Tiffany Smith
President
MCSA Group, Inc.
tas@mcsagroup.com
(616) 451-3346



Melinda Whitten
Vice President
MCSA Group, Inc.
mwhitten@mcsagroup.com
(616) 451-3346



Company Profile

CITY OF MUSKEGON

Pere Marquette South Restroom

M. C. Smith & Associates, Inc. was formed in March 1977 by Michael C. Smith. The firm provides award-winning Landscape Architectural and Architectural services. Principals include Kathleen G. Waters, RA; Jolanta Stecka, RA; Melinda R. Whitten, RLA; and Tiffany A. Smith, RLA. Michael C. Smith is the firm's Creative Director. On March 15, 2017, MCSA Group, Inc. (M.C. Smith Associates and Architectural Group, Inc.) turned 40 and we became a Woman-Owned Business. In February of 2020 we became a Certified Woman-Owned Business by the US Small Business Administration.

The firm's office is located in East Grand Rapids, Michigan. MCSA Group, Inc. provides Architectural and Landscape Architectural Services for the following types of projects: Public Housing; Federal, State and Municipal Government; Park and Recreation Architecture; Sports Facilities, Historical Rehabilitation; Private and Commercial Buildings; Streetscapes and Plazas; Community and Neighborhood Parks; Waterfront Parks; Sports and Athletic Facilities; Boardwalks, Decks and Bridges; Trails and Linear Parks; Playgrounds; Site and Street Lighting; Signage Design; Site Planning; Community Recreation Plans; Grant Applications and Facility Assessments.



Company Profile

In addition to our professional staff of Architects and Landscape Architects, MCSA Group, Inc. has excellent consultants for specialized portions of specific projects. These consultants extend our team capabilities by providing such disciplines as: surveying, soils analysis, structural engineering, mechanical and electrical engineering, and traffic engineering.

By offering a full range of professional services through the entire planning, design, engineering and development process, MCSA Group provides each client with comprehensive services. Our diversity ensures a responsiveness to the wide range of issues and concerns facing each client. Our experience enables us to develop solutions that are creative, yet sensitive to each project's specific goals and objectives.

Our professional services are based upon the principle that if a project cannot be appropriately implemented within mutually agreed upon budget parameters, then we have not succeeded. This follows that we do not believe that design principles, as well as sound engineering, need be compromised in any manner. We have demonstrated that outstanding award winning projects can be achieved without needing to be designed beyond budget limitations.

Our construction documents for every project are complete and comprehensive, detailing all components and systems of the construction. Our plans provide contractors a solid base for bidding, resulting in excellent bids. Construction based upon our plans is completed with minimal change orders and in accordance with the established schedule. We provide complete construction administration for all projects.

We practice a high level of sustainable design and believe that both facility development and environmental conservation & preservation can be structured side-by-side and, if properly designed and implemented, will enhance each other.

Our clients, as end users, are most often members of the public. The public facilities and spaces that we design optimize individual and collective experiences, providing positive and enjoyable outcomes for all users. We strive to optimize designs that are easily maintained, have long life cycles, and do not overly tax Owner's budgets for maintenance, management or support.



**Collins Park Reeds Lake
- East Grand Rapids**



Identification & Qualifications of Team

CITY OF MUSKEGON

Pere Marquette South Restroom

The MCSA Group, Inc. team feels the planning design and development of Park and Recreation Facilities for community use and enjoyment involves the careful synthesis of site, social and environmental factors with the principals of planning, design and engineering. We utilize effective project organization, direct client and community involvement, careful research, and creative design for every aspect of every project. This results in implementable solutions for the specific requirements of every project and client situation.

We have a team of highly qualified professionals who, by combining their individual talents, will produce plans of the highest quality and appropriateness. By providing services as a carefully coordinated team of diversely specialized professionals, we can bring the broadest perspective to the project while maintaining the highest degree of understanding of the finest details of master planning, design, engineering and implementation. This approach assures the highest degree of innovation possible for all aspects of this project.

We have performed extensive professional services for numerous large and small public and private clients throughout Michigan. This experience has involved numerous citizen advisory groups, commissions, boards, committees, councils and related administrative/directive bodies.

MCSA Group, Inc. currently has a staff of 8 Graduate Park and Recreation planning and design professionals including Architects and Landscape Architects. Tiffany Smith will be the Project Manager and main point of contact. Jolanta Stecka will be the Lead Architect and designer for the restroom building and kite building. Melinda Whitten will be Lead Site Designer involved in all Project Planning and Design. Ashley Truitt will assist with quantity take-offs, plan graphics, and drafting.

In addition to our professional staff of Architects and Landscape Architects, MCSA Group, Inc. has excellent consultants for specialized portions of specific projects. These consultants extend our team capabilities by providing such disciplines as surveying; soils analysis and structural design; and mechanical & electrical engineering.

For the soil investigations and structural engineering, our team will include Soils & Structures, Inc. Soils & Structures, Inc. has worked with MCSA Group for over 40 years on numerous projects. For topographic surveying, civil engineering and EGLE Permit application our team will include Land and Resource Engineering. Kyle Patrick will be the Lead Site Engineer and contact for Civil Engineering and Rod Bredeweg would be the contact for the Topographic Surveying. For Mechanical, Electrical, and Plumbing Engineering or team will include Classic Engineering.

Key team members include the Following:

Project Manager: Tiffany Smith, RLA, MCSA Group

Lead Site Engineer: Kyle Patrick, PE, LRE

Lead Architect: Jolanta Stecka, RA, MCSA Group

Professional resumes for those individuals working on this project follow.



Resume

Tiffany A. Smith, R.L.A., CPSI **Principal and President**



Registration

Registered Landscape Architect, State of Michigan

Education

Michigan State University, Bachelor of Science in Landscape Architecture, 2001

Certified Playground Safety Inspector, CPSI

Relevant Work Experience

City of Kentwood, 2002 - 2023

Department of Natural Resources, 1998-2023

Georgetown Township, 2001-2019

Holland Charter Township, 2001-2023

Ottawa County, 2004-2023

Pere Marquette Twp, 2017-2023

Refer to project experience sheets

Professional Experience (22 years of landscape architecture experience)

MCSA Group, Inc., East Grand Rapids, Michigan 2001 to date

Adjunct Professor at Lawrence Technological University

Eagle Point Software 2001

MI Dept of Natural Resources–Operations Services Bureau–Engineering Division 2000-2001

MI State University Landscape Architecture Teaching Assistant 2000

MI Dept of Natural Resources–Park and Recreation Bureau–Planning Division 1998-2000

M. C. Smith Associates 1990-1998 (Summers)

Professional and Civic Activities

Member - American Society of Landscape Architects

Member - Sigma Lambda Alpha Fraternity – Michigan Chapter of Landscape Architecture
Honorary Fraternity

Tiffany started with the MCSA Group in 1990 as a high school intern and is now the President and a primary project manager. Tiffany is involved in all aspects of our professional practice from design through project administration. She is an expert estimator appreciated by clients and staff alike for her infectious enthusiasm. Tiffany is an avid gardener and reader. She has 2 Cavalier King Charles Spaniels; 3 Siamese cats, and can actually throw a fly.



Resume

Jolanta Steck, R.A., LEED® AP, CQCM Principal and Vice President



Registration

Registered Architect, State of Michigan, 1992

Registered Professional Engineer – Nordrein-Westfallen,
West Germany, 1983

Leadership in Energy and Environmental Design (LEED®)
Accredited Professional, U.S. Green Building Council, 2009

Certified Construction Quality Control Manager, Army Corp
of Engineers accredited

Relevant Projects

Cooper Street Correctional Facility, 2019-2022

Parnall Correctional Facility, 2021

Egeler Correctional Facility, 2019 & 2022

Lakeland Correctional Facility, 2019-2024

Central Michigan Correctional Facility, 2022

City of Kentwood, 2002-2022

Jackson Regional Correctional Facility, 2019-2021

Ottawa County, 2004-2023

Holland Charter Township, 1980-2023

Refer to project experience sheets

Education

Technical University of Wroclaw, Poland - Master of Architecture-Industrial Form Design, 1980

Professional Experience (43 years of architecture experience)

MCSA Group, Inc., East Grand Rapids, Michigan 1986 to date

GMB Architects and Engineers, Holland, MI 1984 – 1986

Member of the Krall Design Group, West Germany 1982

WUHTEH Construction and Design Office, Poland 1980 – 1981

Jolanta has been with MCSA Group for over 35 years and our Architectural projects are a direct reflection of her design talents. Along with Jola's superb Architectural design skills she often is the primary project administrator on multi-million dollar government projects. Jolanta enjoys spending time with her daughter in Grand Rapids and daughter in Hawaii. She is an avid reader of hard cover books, a cyclist, a creator of unique fabric texture fashions and a repurposer of cast off treasures.



Education

Michigan State University, Bachelor of Science in
Landscape Architecture

Relevant Work Experience

City of Kentwood, 2002 - 2023
Department of Natural Resources, 1998-2023
Georgetown Township, 2015-2019
Holland Charter Township, 2015-2023
Ottawa County, 2004-2023
Pere Marquette Twp, 2017-2023

Refer to project experience sheets

Professional Experience (18 years of landscape architecture experience)

MCSA Group, Inc., East Grand Rapids, Michigan 2015 to date
H+L Architecture, Landscape Architect, Denver, Colorado 2006-2014
Vignette Studio, Landscape Designer, Denver, Colorado 2005-2006
Michigan State University Engineering & Architecture Services 2003-2005

Professional and Civic Activities

Member - Sigma Lambda Alpha Fraternity – Michigan Chapter of Landscape Architecture
Honorary Fraternity
Member - American Society of Landscape Architects

Melinda returned to Grand Rapids from Denver and within 3 years become a Principal and Vice President in the MCSA Group, Inc. Melinda is a consummate Landscape Architect: she is a great designer, prepares complete and perfectly detailed construction plans; illustrates the most outstanding Master Plans and can always develop solutions in the most professional manner. Melinda enjoys sailing, cycling and skiing but, most of all, playing with her daughter and son.



Education

University of Michigan, Master of Landscape Architecture

Michigan Technological University, Bachelor of Science in
Applied Ecology and Environmental Science

Relevant Work Experience

Developing comprehensive construction documents and
documentation for all phases of the design process

Creating conceptual graphics for client and community
meetings and proposal responses

Conducting site surveys to produce a thorough site inventory
and analysis

Developing 3D models for existing and proposed conditions

Professional Experience

MCSA Group, Inc., East Grand Rapids, MI, June 2023 to date

GEI Consultants, Landscape Architect/CAD Designer, Allendale, MI, 2022 - May 2023

University of Michigan, Ann Arbor, MI, Graduate Student Instructor - Site Engineering, 2022

K.C. Runciman Landscapes, Milan, MI, Landscape Assistant - Laborer, 2018-2021

Professional and Civic Activities

Member - American Society of Landscape Architects

Ashley moved to West Michigan after completing her Master's of Landscape Architecture in Ann Arbor. She has worked on a range of landscape architectural projects, from conceptual design, construction documentation, and installation. Ashley loves community design that emphasizes sustainability and climate change mitigation. Ashley enjoys quilting, collecting indoor plants, and spending time outdoors.

Kyle Patrick, PE

Project Manager



Registration/Certification
Michigan PE (#6201053635)

Experience
20 years

Professional Bio

With 20 years' experience, Mr. Patrick has served as project manager on a wide variety of MDOT and local agency design projects. Kyle specializes with governmental clients and appreciates the relationships he has formed with his clients through the experience. Kyle has worked with clients across the state of Michigan, ranging from local townships through MDOT.

Kyle has served as the client/project manager for projects that incorporate nearly all infrastructure elements including storm and sanitary sewer design, water main distribution design, and roadway reconstruction. Kyle works closely with his clients and staff to recognize the project's critical success factors and provide true consultant services to achieve these goals.

Kyle's design responsibilities include geometric design of roadways, pavement design, storm sewer modeling and design, sanitary sewer design, water main design, quantity calculations, cost estimates, construction specifications, traffic signing plans, and MOT plans. Kyle also specializes in roundabout design, responsible for the design of multiple single-lane roundabouts within the state for county road commissions and MDOT.

Relevant Project Experience

City of Kentwood, Michigan – Jefferson Avenue Improvements

Design for 1,500 of residential street reconstruction in the City of Kentwood. Improvements included HMA pavement reconstruction with concrete curb and gutter, water main replacement, concrete drive approaches, concrete sidewalk and ADA ramp construction, and storm sewer improvements. Project was bid using local funds and MDOT Specifications for Construction. Inspection oversight was part of the project responsibilities as well.

Clinton County Road Commission, Michigan – Colony & Scott Roads

Design for reconstruction of 1 mile of Scott Road from an existing gravel road to a HMA paved, 2-lane county primary roadway. Design included geometric improvements, drainage enhancements, guardrail installation, and permanent pavement marking with signing. Also included in the project was the installation of a cul-de-sac on the east leg of the Colony Road and US-127 intersection. Project was part of the MDOT Local Agency Program.

Clinton County Road Commission, Michigan – Church Road over Muskrat Creek

Design of a 24'x10' concrete box culvert to replace a failed 4-span timber box culvert at the Church Road crossing over Muskrat Creek. Design tasks include precast concrete box details and design, Church Road resurfacing, grading, guardrail design, and restoration. Project was funded locally and used MDOT Standard Specifications.

Washtenaw County Road Commission, Michigan – Carpenter Road Resurfacing

Design of 1 mile of HMA cold milling and resurfacing with intermittent concrete pavement reconstruction areas of a 5-lane roadway in Ann Arbor as part of a MDOT Local Agency process. Coordination with MDOT, Washtenaw county government agencies, and local government agencies. Project included reconstruction and resurfacing plans, traffic and pedestrian signal upgrades, ADA ramp upgrades, maintaining traffic pan, and rain garden installation.

City of Coldwater, Michigan – Jefferson Street

Road and Utility Design Engineer responsibilities included final design of 1,900 feet of water main and sanitary sewer per City, EGLE, and 10 States Standards. Project also included full-depth road reconstruction including HMA pavement, concrete curb and gutter, concrete sidewalk with ADA ramps, and storm sewer per City, MDOT, and AASHTO standards. Project let as part of the MDOT Local Agency Program.

Rodney L. Bredeweg, PS

Project Surveyor



Registration/Certification

Professional Land Surveyor –
Michigan (#60788)

ACSM-THSOA Certified
Hydrographer

USACE QA/QC Certified

Professional Bio

Mr. Bredeweg is a professional land surveyor with more than 14-years of experience in the construction industry. Rod has been a part of a wide range of projects throughout Michigan from simple lot stakeouts to complex underwater oil well caps. He specializes in the area of construction layout, boundary surveys, riparian surveys and hydrographic surveying. He is well versed in the use of robotic total stations, GPS, profilers, echotracers and the software required to process the data correctly and efficiently.

Rod has provided his clients with accurate ALTA surveys, mortgage surveys, elevation certificates, topographic surveys, hydrographic surveys, riparian surveys, legal descriptions and construction layout services. Rod has built relationship with many clients throughout Michigan from countless homeowners to the United States Army Corps of Engineers.

Mr. Bredeweg will serve as surveyor throughout all phases of the project. His extensive experience in surveying and proven ability to perform projects from preliminary topographic surveys through as-built surveys will ensure that your project with Land and Resource is a success.

Relevant Project Experience

Pioneer Construction, Grand Rapids, Michigan – Creston Plaza Redevelopment

Construction layout for a 100-unit affordable housing community. Coordination with the general contractor (Pioneer Construction), excavation contractor, concrete contractor, plumbing contractor, landscaping contractor and the City of Grand Rapids. Project included complete redevelopment from demolition of the existing community and environmental cleanup to layout for ADA compliance for all units.

United States Coast Guard, North Muskegon, Michigan – Fenner's Ditch

Construction layout and multibeam hydrographic surveying for an underwater oil well cap. Coordination with the contractor, engineer, MDEQ and landowner. Project included a multilayer cap being placed over the oil well to encapsulate the oil along with an extraction well. Underwater construction had very tight tolerances of 0.2' per layer.

Kalamazoo County Drain Commission, Galesburg, Michigan –East Corporation Drain

Construction layout for one mile of storm sewer and road reconstruction. Coordination with the contractor, engineer, MDOT and Amtrak. Project included storm sewer layout, open channel ditch layout, bore and jack layout, street and curb layout.

Muskegon County Drain Commission, Montague, Michigan –Pierson Swamp Drain

Construction layout for eight miles of open channel construction. Coordination with the contractor, engineer, Muskegon County Road Commission and Muskegon County Drain Commission. Project included open channel ditch layout, overland swale layout and box culvert layout.

Tailored Building, Coopersville, Michigan – Betten Baker

Construction layout for three auto dealerships on 17 acres along O'Malley Drive in the City of Coopersville. Coordination with the general contractor, excavation contractor, concrete contractor, plumbing contractor and electrical contractor. Project included several foundation layouts, storm sewer layout, sanitary sewer layout, watermain layout, parking lot layout, curb layout and light pole layout.

Blocks 1, 2 and 9, City of Kalamazoo, Michigan – Plaza Corp

ALTA survey of three city blocks in downtown Kalamazoo, Michigan. Coordination with the Owners, Utility Companies, City of Kalamazoo, Title Company and the Client. Project included all easement layouts, improvement locations, utility locations and topographic survey.



Classic Engineering, LLC

Lawrence J. Wood, P.E.
Senior Mechanical Engineer



Larry Wood has a background in mechanical systems design for cleanrooms used in the semiconductor, medical offices, pharmaceutical and aerospace facilities. Larry has experience in the design and layout of air, steam, hydronics and related air-conditioning systems, and has considerable client contact following projects from conception to final completion.

Education

Western Michigan University
Bachelor of Science in Mechanical Engineering – 1985

Registration

Michigan	Wisconsin	Missouri	Illinois
Washington	Minnesota	Indiana	Ohio
Mississippi	Utah	Arizona	Texas
Colorado	Georgia	Kentucky	Nebraska
Wyoming	Florida	Alabama	Tennessee
Pennsylvania	South Carolina		

Professional Affiliations

American Society of Heating, Refrigeration, and Air-Conditioning Engineers
American Society of Plumbing Engineers

Relevant Experience

Creston Plaza Redevelopment – Grand Rapids, MI
Heritage Key Villas – Kissimmee, FL
Gateway at Belknap – Grand Rapids, MI
Ridges of Cascade – Cascade Township, MI



Classic Engineering, LLC



Cindy Ladewig has over 30 years of experience in the design of building electrical systems. Her capabilities include the design of lighting, power distribution, fire alarm systems and field supervision.

Cindy L Ladewig

Electrical Consultant

Education

Northern VA Community College
Ferris State University
USAF Electrician School

Relevant Experience

Homeland Security offices
Fannie Mae Washington DC
John Hopkins Washington DC
Grand Rapids Public Museum
Battle Creek Air National Guard (various facilities)
Grand Rapids Public Schools

David W. Hohmeyer, P.E.

dhohmeyer@soilsandstructures.com • soilsandstructures.com



POSITION: Principal Engineer, President

SPECIALIZATION: Geotechnical Engineering
Pile Design
Construction Inspection
Project Administration and Management

QUALIFICATIONS: M.S.E. Civil Engineering, 1984
University of Michigan, Ann Arbor
Concentration in Geotechnical Engineering

B.S.E. Civil Engineering, 1982
University of Michigan, Ann Arbor
Concentration in Structural Engineering

REGISTRATION: Professional Engineer, Michigan and Florida

EXPERIENCE: 1979 to Present – Soils & Structures, Inc.

MEMBERSHIPS: American Society of Civil Engineers (ASCE)
American Society of Testing and Materials (ASTM)
American Concrete Institute (ACI)
International Society of Soil Mechanics & Foundation Engineering (ISSMFE)

PROJECT EXPERIENCE: Cheboygan Armory
Geotechnical Investigation & Engineering
Augercast Pile Engineering & Design
Cheboygan

Hotel Indigo
Geotechnical Investigation & Engineering
Traverse City

East Jordan EMS / Fire Barn
Geotechnical Investigation & Engineering
East Jordan

Arcadia Bluffs Clubhouse
Geotechnical Investigation & Engineering
Arcadia

Heritage Park Expansion
Geotechnical Investigation & Engineering
Coldwater

Ann Arbor • Muskegon • Traverse City
(800) 933-3959



SOILS & STRUCTURES



Location of Team

CITY OF MUSKEGON

Pere Marquette South Restroom

While MCSA Group, Inc. is not located in Muskegon, members of our team have been visiting and recreating in Muskegon during the summers for the majority of their lives and feel emotional ties to the community. Also Mike Smith, founder of the MCSA Group Inc, designed and engineered portions of Pere Marquette Park including shelters along the Muskegon Channel.

MCSA Group, Inc.

529 Greenwood Ave S.E.

East Grand Rapids, MI 49506

(42 Miles from City of Muskegon Department of Public Works, 45 Minute Drive)

LRE Engineers & Surveyors

2121 3 Mile Road NW

Walker, MI 49544

(33 Miles from the City of Muskegon Department of Public Works, 31 Minute Drive)

Soils & Structures Inc.

6489 Grand Haven Rd.

Muskegon, MI 49441

(7 Miles from the City of Muskegon Department of Public Works, 11 Minute Drive)

Classic Engineering Inc.

100 Grandville Ave. SW

Suite 400

Grand Rapids, MI 49503

(39 Miles from city of Muskegon Department of Public Works, 36 Minute Drive)

Work Plan

CITY OF MUSKEGON

Pere Marquette South Restroom

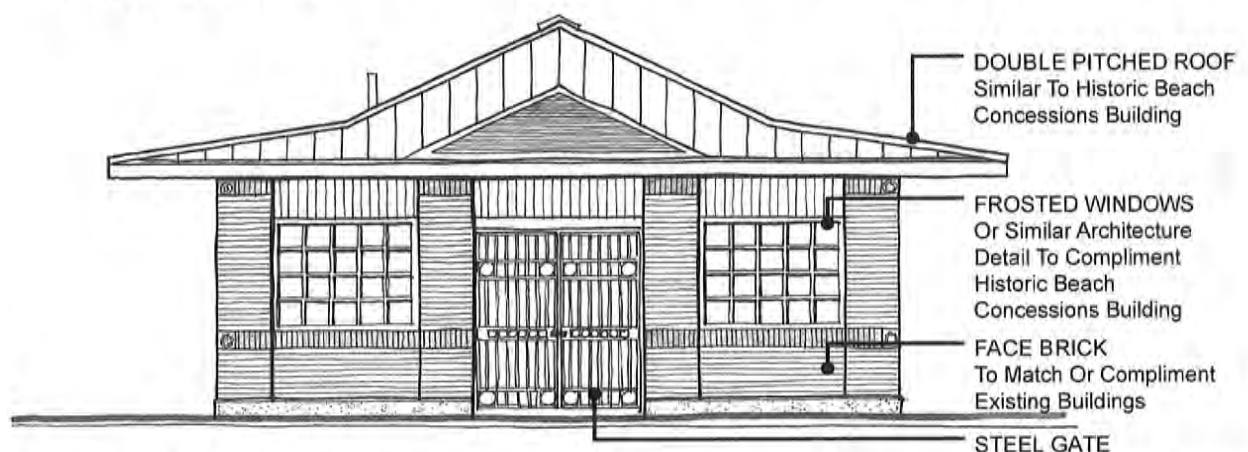
Project Understanding

The City of Muskegon has received a grant from the Michigan Natural Trust Fund for the construction of a new restroom and renovation of the existing concessions building at Pere Marquette Park. The city is seeking professional services to provide design/engineering, bidding, and construction administration services for this project.

The City of Muskegon is very much interested in seeking public involvement in decision making on this project and we will actively engage in this process providing presentation materials and attending meetings. The project consists of several parts including: a new restroom building, restoration repairs to existing 1938 concession building, and a plaza area.

The scope of work for the new restroom building includes the following:

- The approximate size of the new restroom is 633 SF. This footprint shall accommodate four family style toilet rooms that are universally accessible, a utility / storage room and mechanical chase.
- The architectural style of the building shall be historical in nature and complement the existing concessions building.
- Options for heating the building will be evaluated during the design process. The heated version might need a small increase in the footprint to accommodate a boiler for the under slab hydronic heating system although no heating method was identified at the Request for Qualifications.
- Connection to existing municipal water / sewer utility is available.
- New electrical connection is available from nearby service.
- Building security could be implemented by using gates to close for dawn-to-dusk operation schedule or during closure for the winter providing the heated version of the building is not going to be pursued.



FRONT / BACK ELEVATION

**Original Concept Imagery
by MCSA Group Inc.**

The scope of work for the renovation to the existing concessions buildings includes the following:

- The existing building is approximately 16 feet x 20 feet and was previously remodeled. It shall be restored to original appearance.
- The scope is to repair structural damage to the exterior brick wall and repair facades as needed by tuckpointing. The windows and doors are to be replaced. The roof replacement shall be evaluated to determine the need for replacement of original wood plank roof decking and wood roof framing that sustained rot damage.
- Interior flooring upgrades shall be evaluated based on feasibility and ease of maintenance with the new seamless epoxy flooring including integral cove base.
- Existing electrical services need to be updated to meet current code.
- This building was out of service for a long time and the plumbing shall be evaluated for being operational but more importantly for being able to provide service for the next 30+ years.
- The accessibility to this building will be evaluated concurrently with the door replacement.
- Any overall special efficiency and ease of operation will be reviewed based on the City input on how this building is to be utilized after the repairs.

The scope of work for the site includes the following:

- Provide a plaza space that connects both new and existing buildings to the existing parking lot.
- Provide barrier free access from the parking lot to the building.
- Evaluate options and design edge treatment to protect plaza from shifting sands.
- Allocate space for litter and recycling containers.

Work Plan

Our professional services, as proposed, will follow a logical step-by-step process. See following outline:

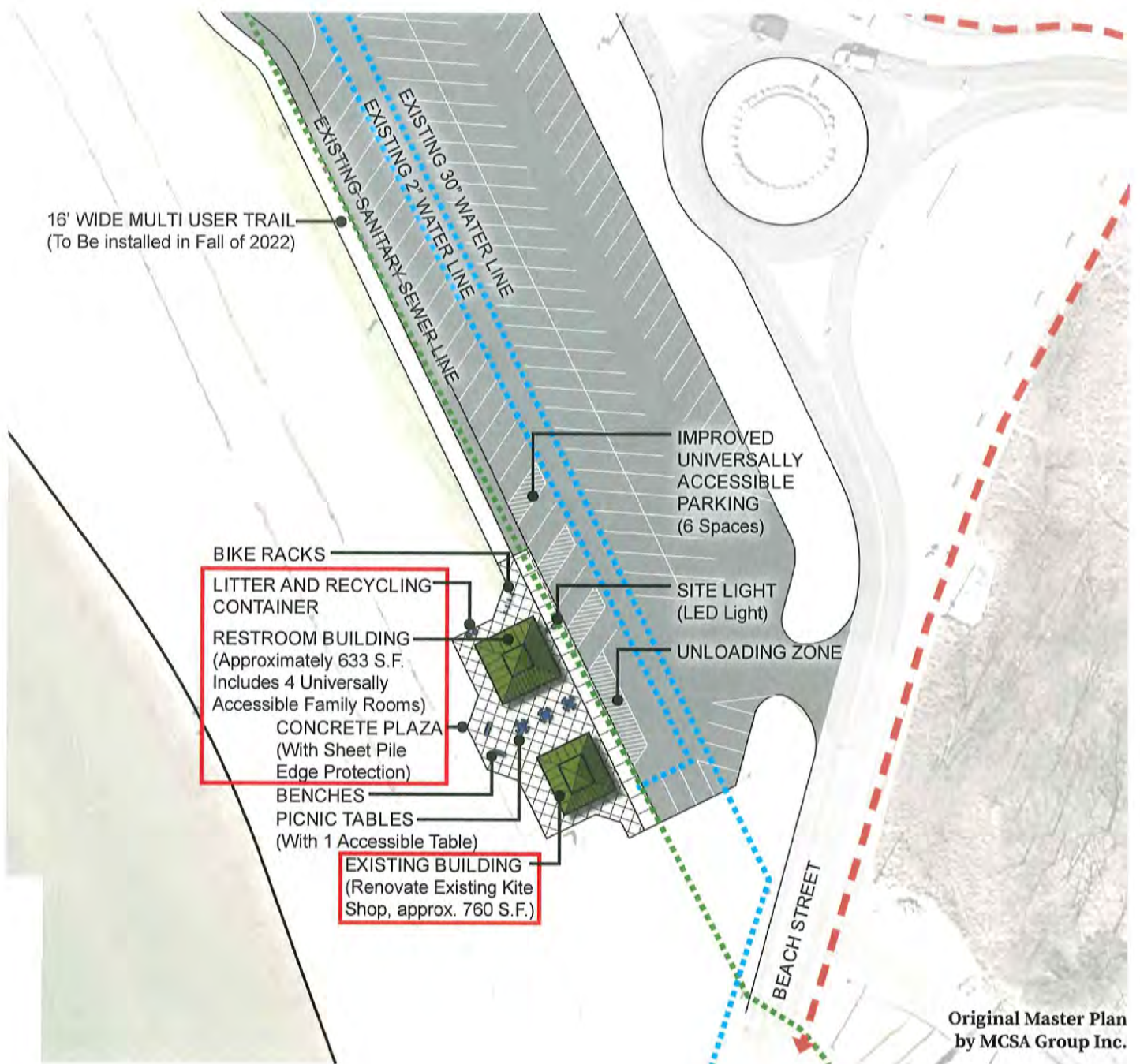
1. Preliminary Design
 - Collect all available site base data including site topographic survey and soil borings (included in this proposal). This also includes taking detailed measurements of existing concession building.
 - Conduct kick off meeting with city representatives to review project goals, objectives and project schedule.
 - Prepare site plan showing all program elements including utility connections.
 - Prepare architectural plans and elevations for both the restroom building and the concession building, sufficient for public engagement purposes and for the preparation of detailed preliminary cost option. These plans shall include options for heating restroom building.
 - Prepare detailed cost options for the project, including both heated and un-heated versions of the restroom building. This order of magnitude cost estimate shall be itemized in detail to allow easy decision making.
 - Meet with city representatives or review preliminary designs and cost estimates.
2. Engagement & Environmental Permitting
 - After receiving feedback on preliminary design, prepare cohesive materials for city's use in public engagement. This includes digital pdf copies as well printed full size prints mounted on foam core.
 - MCSA Group will attend one public forum and assist in answering technical questions about the project.

2. Engagement & Environmental Permitting (Continued)
 - Prepare and submit permit application to EGLE Permit. We will also respond to any EGLE Comments and make any revisions if necessary. Note that the EGLE Permit review may take 90 days and could happen concurrently in order to meet city's desired time frame. MCSA group will prepare soil erosion plans as part of the construction set, however the contractor will be responsible for obtaining the Soil Erosion Permit.
3. Final Design
 - In accordance with public and city staff input, prepare construction documents which may include the following: Existing Conditions and Removals Plan, Site Plans, Layout Plans, Grading and Storm Drainage Plans, Utility Plans, Electrical Plan, Landscape and Soil Erosion Plan. We will also provide all drawings necessary for concession renovation and restroom building including foundation plan, floor plan, roof plan, MEP Plans, and Elevations.
 - Prepare construction details for paving and site furniture. Note that paving design will use recommendations from Geo Technical Report provided with Soil Borings.
 - Prepare Bid Proposals and Specifications which may include the following: Invitation to Bid, Contract General Conditions, Technical Specifications, Contractor Qualification Questionnaire and Bid Proposal Form.
 - Review Meetings will be held at 60% and 90%.
 - As plans progress, we will carefully evaluate the project costs as they relate to the project development and provide plans that are consistent with project budget.
4. Approval & Bidding
 - MCSA Group will assist with obtaining Michigan Department of natural resources (MDNR) Approval. This includes submitting cost estimate, project schedule, and complete set of drawings and specifications
 - Bid project in accordance with the MDNR/MNRTF grant requirements. This includes advertising to plan rooms and locally qualified contractors. MCSA Group will also receive any bidder's questions and issue addendums if necessary.
 - MCSA Group will attend the bid letting, assist the city with the letting, review the bids and compile a bid tab, and distribute the bid tab to the interested parties.
 - MCSA Group will interview the low bidder and check the Contractor's references. Then make a recommendation to the City for award of the contract in accordance with MNRTF requirements.
 - We will coordinate the preparation of the contract and secure the Bonds and Insurance Certificates from the Contractor.
5. Construction Administration
 - Provide grant and construction administration services to ensure the MNRTF grant dollars are fully expended and that the project meets all requirements of the MNRTF program and the MDNR grants staff.
 - In our project manual we are including Special Inspection Services for indicated by us (A/E) construction work items. These inspections are performed by the licensed testing agency and are paid for by the GC.
 - LRE Engineers & Surveyors will perform regular construction inspections while underground work is being completed to ensure the installation is in accordance with the drawings, specifications, permits and MNRTF grant requirements.
 - Facilitate building and trade permits between the contractor and SafeBuilt, the City of Muskegon's building safety department.

5. Construction Administration (Continued)

- We will review all project submittals from the contractor.
- We will review all payment applications from the contractor.
- We will conduct a Pre-Construction Meeting. We will conduct on-Site Progress/Observations meeting during active construction. These meetings will held bi weekly with additional trips as necessary. Following each meeting we will distribute a field report with pictures in pdf format.
- Prepare a project punch list at substantial completion, review corrections proposed by the contractor, and follow up on issues until resolved.
- Submit all final MNRTF documents to close out the grant project.

See following section for a preliminary draft of detailed project schedule.





Project Schedule

CITY OF MUSKEGON

Pere Marquette South Restroom

The following is a draft schedule and will be updated per feedback and availability of city staff.

Project Award (Begin Topographic Survey and Soil Borings)	November 14th, 2023
Thanksgiving	Thursday, November 23rd, 2023
Kick Off Meeting (Review Project Goals/Objectives/Program)	Week of November 27th, 2023
Receive Topographic Survey	Week of December 11th, 2023
Christmas	Monday, December 25th, 2023
Preliminary Design Review Meeting (30%)	Week of January 1st, 2024
Public Forum	Week of January 8th, 2024
Submit EGLE Permit (90 day review period)	Week of January 15th, 2023
Construction Documents (60% Review Meeting and MDNR Submittal(30 day review period))	Week of January 22nd, 2024
Construction Documents (90% Review Meeting/Send out invitation to Bid)	Week of February 26th , 2024
Out for Bids (Pending Approval of MDNR)	Monday, March 4th, 2024
Bid Opening	Tuesday, March 26th, 2024
Award Project at City Council Meeting (Pending Approval of EGLE Permit)	Tuesday, April 9th, 2024
Pre Construction Meeting (Sign Contracts)	Week of April 15th, 2024
Construction Complete for Kite Building	June 15th, 2024
Construction Complete for Restroom Building	August/September of 2024

**Note that this schedule prioritizes finishing quickly, rather than bidding during an optimum time. When bidding projects in late spring, there are usually less contractors available and bid prices are higher. We recommend bidding in early Summer of 2024 for Fall of 2024 construction, or Bidding in Fall of 2024 for Spring of 2025 Construction. MCSA Group has experience in obtaining extensions for Trust Fund Grants and can easily assist with this paper work.*



Professional Fees

CITY OF MUSKEGON

Pere Marquette South Restroom

Our Professional Fixed (Not-to-Exceed) Fee will be billed according to an estimated percent completed on a monthly basis. Our Professional Fees will be as follows:

HOURS AND RATES PER STAFF MEMBER

Project Phase	Principal Architect (\$146.00)	Principal Landscape Architect (\$146.00)	Staff Landscape Architect (\$90.00)	Clerical (\$60.00)	Fee Subtotal by Project Phase
Preliminary Design	50	6	2		\$ 8,356.00
Engagement & Environmental Permitting	8	8	2		\$ 1,348.00
Final Design	60	10	20	8	\$ 12,500.00
Approval & Bidding	10	10			\$ 2,920.00
Construction Administration	60	10			\$ 10,220.00
Direct Expenses Including Milage and printing					\$ 1,560.00

Subconsultant Fees*

*MCSA Group does not mark up subconsultant fees.

Topographic Survey	\$ 3,200.00
Soil Borings & Geotechnical Report	\$ 5,875.00
Civil Engineering and Permitting (LRE)	\$ 7,500.00
Mechanical, Electrical, and Plumbing Engineering (Classic Engineering)	\$ 12,000.00
Total Professional Fee	\$ 65,479.00



References

CITY OF MUSKEGON

Pere Marquette South Restroom

Curtis TerHaar
Coordinator of Park Planning & Development
Ottawa County Parks & Recreation
(616) 738-4656
cterhaar@miottawa.org

Bruce Watkins
Project Director
Michigan Department of Management & Budget
(517) 242-7882
watkinsb1@michigan.gov

Susan Wheaton
Project Director
Michigan Department of Management & Budget
(517) 242-9945
wheatonS1@michigan.gov

Steve Bulthuis
Manager
Holland Charter Township
(616) 39602345 Ext 1222
steveb@hct.holland.mi.us



City of Kentwood, Jaycee Park Restroom



Georgetown Township, Rosewood Park Restroom



Project Experience

CITY OF MUSKEGON

Pere Marquette South Restroom

As illustrated in the following project experience sheets, MCSA Group has extensive expertise with Restroom Building, Restoration, and MNTRF Grant projects.

Our most recently executed example is our work with the City of Kentwood. To date work has been either completed or in process at Veterans Park, Old Farm Park, East Paris Park, East West Trail Park, and Jaycee Park. The final projects have included restrooms, concessions, storage, and activity buildings, site circulation, accessible routes, parking lots, soccer fields, splash pads.

Similar experience is illustrated in the project experience sheets for long term clients at Ottawa County and Holland Charter Township.

In addition to our direct project experience on similar project types and work with the State of Michigan/MDNR, we are a small firm which means you will work directly with a decision-making person throughout design and construction who will be responsible from start to finish. Other personnel will be assisting as needed.

Our experience working on restoration project on buildings from the same era as 1938 concession includes renovation project for the Department of Labor, a complex of several 1932-1934 buildings at Gerald R. Ford Job Corps Center (the original South High School attended by G.R. Ford) in Grand Rapids. Several buildings for the State of Michigan are located on the Capitol Mall, and most recent renovations at Jackson Regional Business Office Bldg. for Department of Corrections and ADD building, a former 1934 Warden's Residence for Jackson Prison Complex.

See following for additional information.



Various Restroom Buildings Ottawa County, Michigan

Project Reference

Ottawa County, Parks & Recreation Commission
Curt TerHaar, Park Planning & Development Coordinator
(616) 738-4656

Project Highlights

Construction Completed: 2004-2019
Total Construction Costs: \$1,992,000
of projects shown

Project Description

MCSA Group has worked with Ottawa County for over 30 years on numerous park and restroom building projects, including an invitation to create a prototype building which has been site adapted to specific needs.

Professional services included: Schematic Design; Design Development; Construction Documents; and Construction Administration.



New Marina Restroom-Shower Building

Project Experience - Various Buildings



Olive Shores Park



Grand Ravines South-Prototype



Grand Ravines Lodge



Grand Ravines Lodge



Marina Building Office



Rosy Mound Park



Various Buildings City of Kentwood Kentwood, Michigan

Project Reference

City of Kentwood
Val Romeo, Parks and Recreation Director
(616) 656-5275

Project Highlights

Construction Completed: 2002-Current
Total Construction Costs: \$2,868,000
of projects shown

Project Description

MCSA Group has worked with the City of Kentwood for nearly 20 years on numerous Recreation Projects. Some of these projects include numerous restroom, concession, storage and recreation buildings at various parks throughout the City. A sampling of those buildings follows.



Veterans Park
New Building and Site Improvements
Total Project \$2.1M - Building \$375,000

Project Experience - Various Buildings-City of Kentwood





Jaycee Park

Kentwood, Michigan

Project Reference

City of Kentwood

Val Romeo, Parks and Recreation Director

(616) 656-5275

Project Highlights

Phase One: Completed in 2021 (\$300,000)

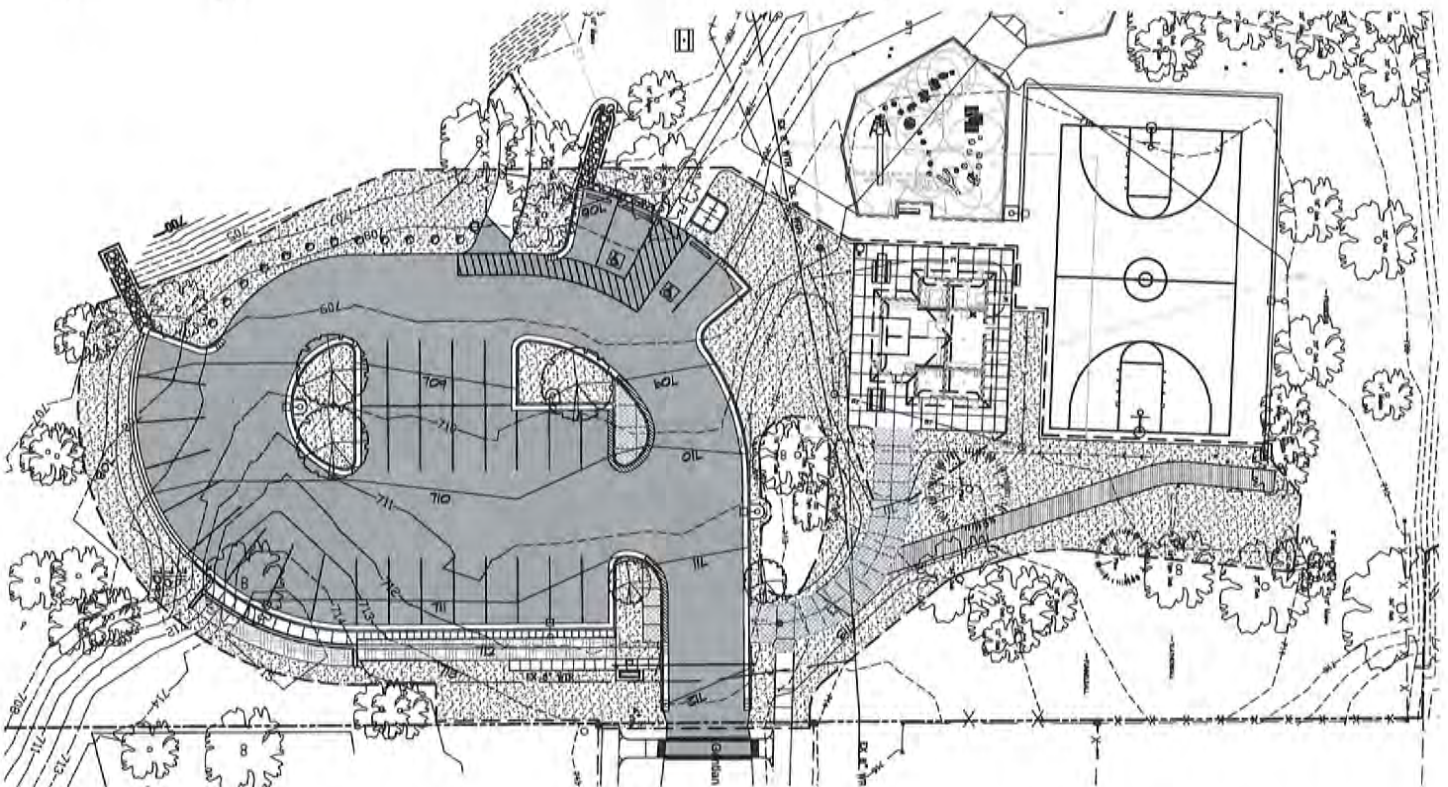
Phase Two: Completed in 2023 (Over \$1 Million)

Phase Three: In Progress (Over \$500,000)

Project Description

MCSA Group provided comprehensive services for Jaycee Park Improvements including Master Plans, Cost Estimates, Engineering, and Construction Administration. Phase One Improvements included a new basketball court, new nature themed playground equipment on a poured in place safety surfacing. Special consideration was made for playground equipment that would withstand vandalism in this park. Phase Two Improvements include a Restroom Building with Program Room and new Parking Lot. The Final Phase of the project removed hazard trees throughout the Park and replaced existing paved trails.

The City of Kentwood applied for a Community Block Grant. MCSA Group assisted by providing necessary information and plans for application. MCSA Group coordinated specifications, bidding and payment applications in accordance with Kent County Requirements.



Project Experience - Jaycee Park





Various Buildings throughout Holland Charter Township Holland, Michigan

Project Reference

Holland Charter Township
Steve Builthuis, Manager
(616) 396-2345

Project Highlights

Construction Completed: 1990-Current

Project Description

MCSA Group has worked with Holland Charter Township for over 30 years on numerous Recreation Projects. Some of these projects include restroom, concession, storage and accessory buildings at various parks throughout the Township. A sampling of those buildings follows.



H.B. Dunton Waterfront Park

Project Experience - Various Buildings-Holland Charter Twp



Helder Park



Helder Park



H.B. Dunton Park



Quincy Park



Recreation Center Study

State of Michigan Projects



MI State Police Training Academy
2015 Exterior Restoration
\$1,244,211 Chris Kulhanek, DTMB



MI Commission for the Blind
2012 Building Renovations
2017 Exterior Improvements
\$5,115,000 Bruce Watkins, DTMB



MI Department of Transportation

Project Description

MCSA Group, Inc. has completed a number of projects for the State of Michigan throughout our 45 years. The following representative projects are shown to demonstrate the diversity of those projects. The Welcome Centers show new site and building construction, including restrooms. The Renovation projects show just some of our roof and window replacements and extensive interior renovations.



Michigan Career & Technical Center
2015 Roof Deck Replacement
\$1,090,000 Chris Kulhanek, DTMB



Michigan State Police Canine Unit
2020 Renovation
\$830,912 Todd Cordill, DTMB



Existing Beach House

Sleepy Hollow State Park Beach Building Renovation

Laingsburg, Michigan

Project Reference

Department of Natural Resources
Bruce Watkins, DTMB Project Director
(517) 242-7882

Project Highlights

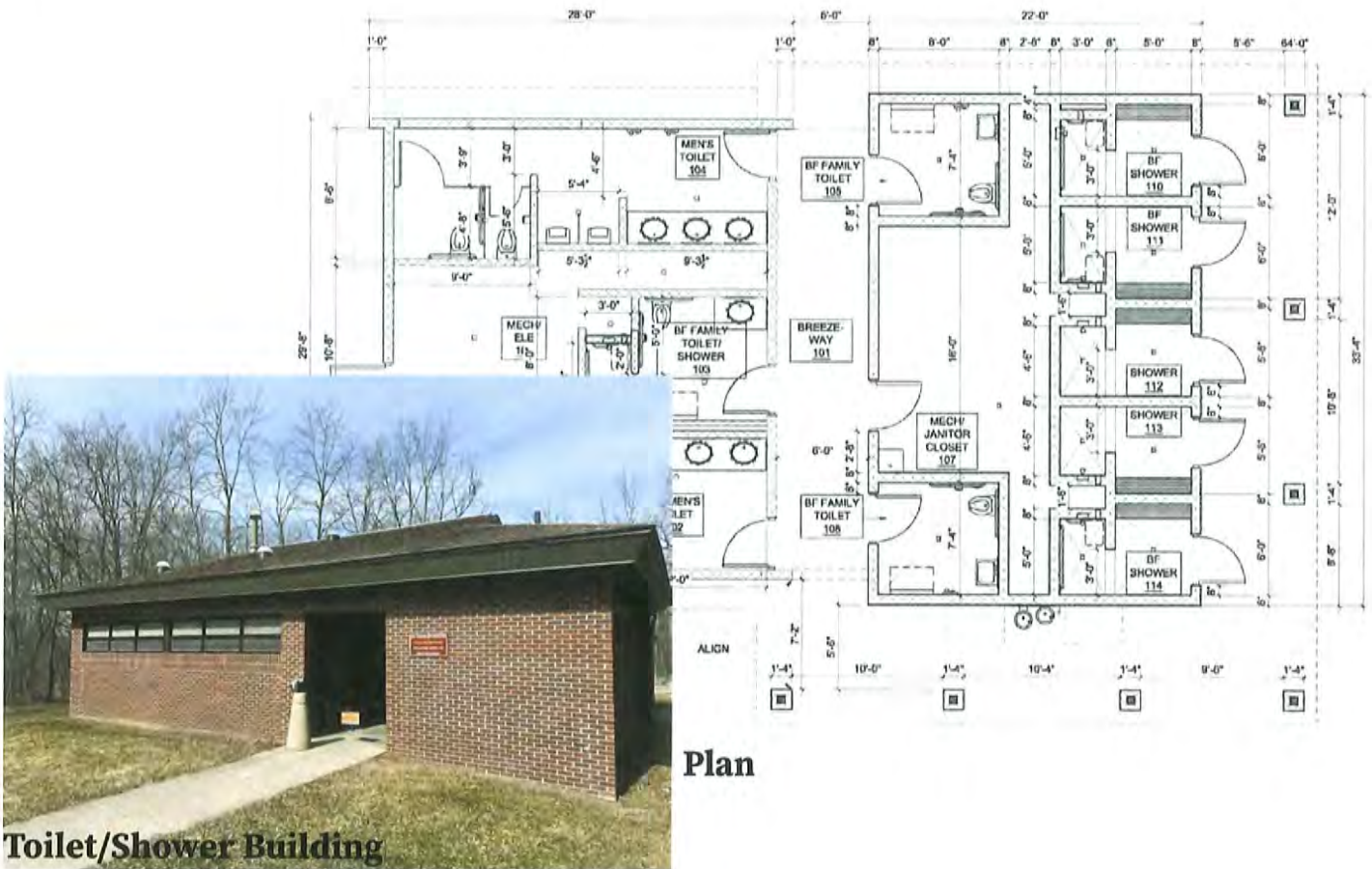
Design Services: 2022-2023

Construction: 2024 - 2025

Construction Budget: \$4.3 million

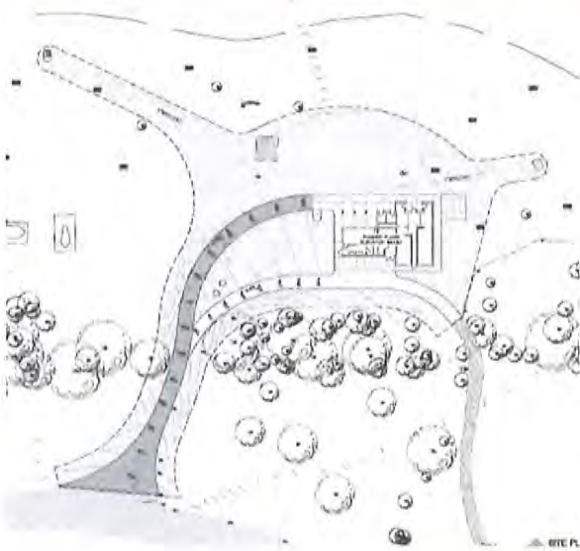
Project Description

This project consists of improvements to the Beach House and two Campground Toilet/Shower buildings, constructing a new drainfield, parking lot and road paving improvements. The Beach House design includes recommendations on new roof structure and roof, new unisex restrooms, new barrier free toilet rooms, and conversion of abandoned concessions to open air seating. Improvements to the two Campground Toilet/Shower buildings include barrier free restrooms and showers, replacement of fixtures and finishes, and a small addition for unisex toilet and shower rooms. Site improvements include paving recommendations utilizing a ranking system to accommodate the budget.



Plan

Toilet/Shower Building



Bald Mountain Recreation Area

Lake Orion, Michigan

Project Reference

Department of Natural Resources
Sheryl Ananick, DTMB Project Director
(810) 243-3189

Project Highlights

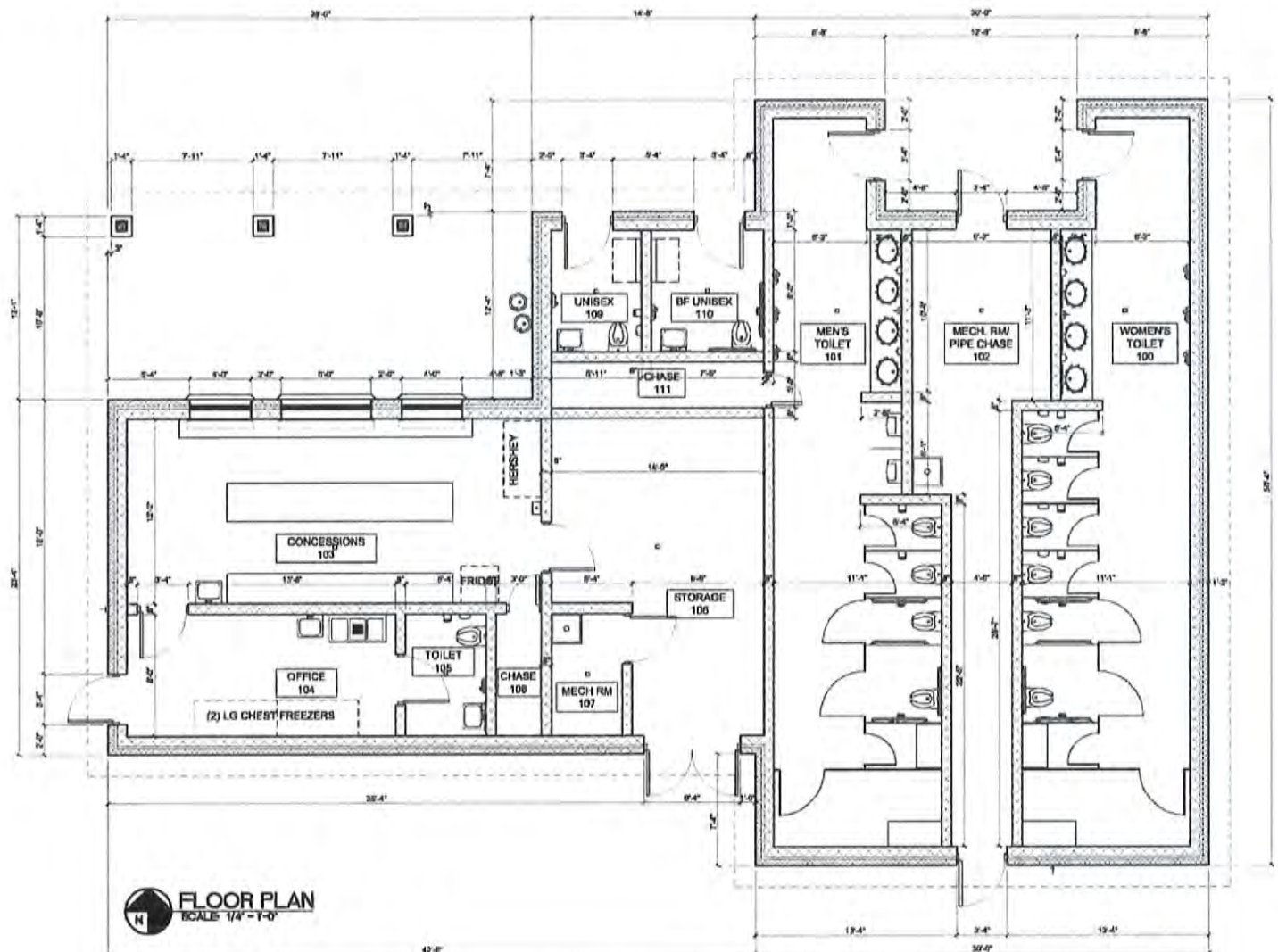
Design Services: 2022-2023

Construction: 2024 - 2025

Construction Budget: \$1.75 M

Project Description

This project consists of demolition of the existing concessions building, men's and women's toilet/changing buildings, and the pump house and construction of a new concessions/toilet building. The new building also provides a covered area. Barrier free improvements are also provided from the parking lot to the building.





ADD Building Window Replacement

Jackson, Michigan

Project Reference

Department of Corrections
Susan Wheaton, Project Manager
(517) 242-9945

Project Highlights

Construction is on-going
Total Project Cost: \$500,000

Project Description

The State of Michigan Department of Technology and Budget (DTMB) and the Department of Corrections (MDOC) contracted with MCSA Group to provide Architectural Services (Phases 300, 500, 600 and 700) for Brickwork Repairs and Windows Replacement project at MDOC Southern region Business Office – ADD Office Building in Jackson, MI. The work included the entire brick façade of 1943 building to be restored including replacement of stonework, replacement of windows, and interior plaster repairs.





Jackson Regional Correctional Door/Window Replacements

Jackson, Michigan

Project Reference

Department of Corrections
Mr. Rob Gruesbeck, DTMB Project Director
(517) 243-5163

Project Highlights

Building 13 & 18	2019	\$257,270
Building 19	2022	\$
Building 13	2022	\$335,188

Project Description

The State of Michigan, Department of Technology, Management and Budget (DTMB) and the Department of Corrections (DOC) contracted with MCSA Group to provide Architectural Services (Phases 400, 500, 600 and 700) for the Window and Door replacement project at Building 13 and Building 18 at the Jackson Regional Correctional Facility, located in Jackson, Michigan. Additional entry, vestibule, and exit door replacement work was also completed at Building 13 and Cell Block Bldg. 1, including exterior canopies above two doors. Overhead doors (new and replacement) took place at Building 19.



Project Experience - Jackson Regional Correctional Facility





Gerald R. Ford Job Corps Center Grand Rapids, Michigan

Project Reference

U.S. Department of Labor

Tomasz Kasman, ESC Project Manager (703) 516-2258

Olga Bogdan, Region 5 Project Manager (703) 516-2206

Project Highlights

Construction Completed: 2010

Construction Costs: \$15,000,000

ARRA Funded

Project Description

The Jobs Corps organization provides education, mental health counseling services, and housing for violent and destructive behavior prone youth. The MCSA Design Team provided architectural and engineering services to the United States Department of Labor to renovate the existing Gerald R. Ford Job Corps Center in Grand Rapids, Michigan. The Job Corps Center is located at the former South High School complex. The Center consists of eleven buildings and structures, three of which were part of this contract: the main building (1915), the auditorium and gymnasium (1931). The Center provides administrative, academic, vocational, residential and recreational facilities for 270 resident students. A construction phasing plan was developed to allow the Center to be fully operational during construction. Architectural services included the rehabilitation of 34 male dormitory rooms, toilet and shower facilities, lounge and study areas, classrooms, offices, modernization of existing five stop elevator, exterior repairs, partial window and roof replacement. New construction included a completely new kitchen and a hydraulic elevator for the existing gymnasium building. Engineering services included a completely new HVAC system and electrical supply and distribution system for the main building, auditorium and gymnasium. Due to the age of the building, environmental services were also required for lead and asbestos abatement.



Project Experience - Gerald R. Ford Job Corps Center





Lewis Cass Building Window Replacement

Lansing, Michigan

Project Reference

Dept. of Technology, Management and Budget

Jan Miller, Project Director

(517) 284-7969

Project Highlights

Construction Completed: 2002

Construction Costs: \$608,000

Project Description

The State of Michigan, Department of Technology, Management and Budget (DTMB) contracted with MCSA Group to provide Architectural Services for the Window Replacement at the Lewis Cass Building in Lansing, Michigan. The 2002 restoration work included below grade waterproofing, tuckpointing, cleaning the exterior of the building, stone facing repair work and replacement of exterior windows.



PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature  Title President

Print Name Tiffany Smith Date 10-27-23

Firm Name MCSA Group, Inc.

Address 529 Greenwood Ave SE, East Grand Rapids MI 49506

Telephone No. 616-451-3346

E-Mail tas@mcsagroup.com

Fax No. 616-451-3295

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.j

Commission Meeting Date: November 14, 2023	Title: Regional Transit Authority Resolution
Submitted By: LeighAnn Mikesell	Department: Manager's Office
Brief Summary: Staff is seeking approval of a resolution of intent to join other municipalities in forming a regional transit authority which will establish articles of incorporation to meet requirements in Act 196.	
Detailed Summary & Background: The Deputy City Manager has been participating with other municipalities in an effort to explore the establishment of a regional transit authority. Muskegon County wishes to transition its control of public transportation services to a new public transportation authority and are seeking confirmation and support from the municipalities who want to continue transit service. By adopting the attached resolutions, we are committing to work with the other municipalities in developing and filing the articles of incorporation for this new authority.	
Goal/Focus Area/Action Item Addressed: Public Transportation Options	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: to approve the resolution of intent to participate in Act 196 authority and authorize the clerk to sign.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting: Yes ☒ No ☐

MEMO

FOSTER SWIFT
FOSTER SWIFT COLLINS & SMITH PC || ATTORNEYS

FROM: Mark T. Koerner
DATE: October 24, 2023
RE: Public Transportation Authorities Under Public Act 196 of 1986

The County of Muskegon has provided for public transportation services since 1974 through the Muskegon Area Transit System on behalf and in cooperation with local political subdivisions. The County wishes to transition its control of public transportation services to a new public transportation authority. This memorandum describes public transportation authorities under Public Act 196 of 1986, and describes the steps necessary to create a public transportation authority.

A Public Transportation Authority is a public authority that is created pursuant to Act 196 of 1986, MCL 124.451 *et seq.* (“Act 196”). Act 196 allows a political subdivision, or two or more political subdivisions to create a public transportation authority to provide public transportation services to the residents of their communities.

What is a Public Transportation Authority

A Public Transportation Authority is an authority formed under Act 196 (the “Act 196 Authority”). An Act 196 Authority is a corporate body, legally separate and distinct from the incorporating political subdivisions, with the power to sue or be sued. An Act 196 Authority is also considered an instrumentality of the state.

Act 196 Authorities are eligible to receive funds through the Michigan Transportation Fund, Act 51 of 1951, MCL 247.651 *et seq.* (“Act 51”). Act 51 creates the Comprehensive Transportation Fund (“CTF”). The CTF is to provide funds for planning, programming, operating and construction of public transportation systems. CTF monies are expended on debt service and also on administrative expenses. Most of the remaining CTF money is distributed to local transit agencies for operating capital grants for public transportation. Not less than ten (10) percent is to be used for intercity passenger and freight service. The remaining funds are allocated for specialized services and other public transportation purposes.

In addition to being eligible to receive Act 51 funds, Act 196 Authorities have the ability to levy a tax on all the taxable property within the boundaries of the Public Authority. The boundaries of the Act 196 Authority are the boundaries of the political subdivisions forming the authority. An Act 196 Authority also has the authority to use notes and bonds to acquire, construct or purchase public transportation facilities or otherwise finance and carry out its powers and duties.

Finally, Act 196 Authorities are eligible for funding from the federal government under either Section 5307, Urbanized Area Formula Program, 5311 Rural Area Formula Program and Section 5311(f) Intercity Bus Program.

Steps to Create an Act 196 Authority:

Pursuant to Act 196, an Act 196 Authority can be created through the adoption of Articles of Incorporation. Under Act 196, the Articles of Incorporation are required to include the following:

1. The name of the Authority;
2. The name or names of the incorporating political subdivisions;
3. The portion of the incorporating city, village, or township to be part of the authority, if less than the entire city, village or township is to become part of the public authority;
4. The purposes for which it is formed;
5. The power, duties and limitations of the public authority and its officers;
6. The composition and method of selecting its governing body and officers;
7. The person or persons charged with the responsibility of causing the Articles of Incorporation to be published and the printed copies of the Articles of Incorporation to be filed;
8. The method of amending the Articles of Incorporation; and,
9. Any other matters which the incorporators consider advisable.

With many Act 196 Authorities, the incorporating political subdivisions devise the composition and method of selecting its board by having each of the incorporating political subdivisions appoint the member of the board representing that political subdivision. That provides some level of control over the authority even though it is a separate and distinct legal entity.

The “any other matters which the incorporators consider advisable” can consist of funding mechanisms; dissolution, either through vote, or after the occurrence of some event, such as a millage failure; removal of board members; meetings and procedures; location of the registered office; and jurisdiction of other items the incorporating political subdivisions would like to have included.

Once approved by each of the incorporating political subdivisions, the articles are published (by the person designated in the articles of incorporation) at least once in a newspaper designated in the articles and circulate with the area proposed to be served by the Act 196 Authority. One printed copy of the Articles of Incorporation is filed with the Secretary of the State, the clerk of each

county to be served by the Act 196 Authority and the Director of the State Transportation Department. The validity of the Act 196 Authority is conclusively presumed unless questioned in a court of competent jurisdiction within sixty (60) days after the publication of the articles.

An Act 196 Authority also has the power to adopt bylaws and rules of administration to accomplish the purposes of Act 196. This may be done by the incorporating political subdivisions or it can be left to the Authority Board once created.

Next Steps:

As Muskegon wishes to transition control of its public transportation services to an Act 196 Authority, any political subdivision interested in being part of the Act 196 Authority should execute the attached Resolution of Intent authorizing a member of the political subdivision to work with the other interested political subdivisions in developing acceptable articles of incorporation to be filed.

This memorandum does not constitute legal advice. When questions arise based on specific situations, direct them to a knowledgeable attorney.

MTK:pmb

86083:00019:7496350-1

(Political Subdivision)

RESOLUTION OF INTENT TO PARTICIPATE IN ACT 196 AUTHORITY

Resolution No. _____

At a regular meeting of the _____ (“Political Subdivision”), Muskegon County, Michigan, held at the _____ on the _____ day of _____, 2023, at _____ p.m.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by _____ and seconded by _____.

WHEREAS, pursuant to the Public Transportation Authority Act, Public Act 196 of 1986, MCL 124.451 et seq., (“Act 196”), a political subdivision, or two or more political subdivisions may have the authority to form a transportation authority by adopting articles of incorporation creating the authority;

WHEREAS, the Political Subdivision has determined that it is in the best interests of the health, safety and welfare of Political Subdivision residents to explore the formation of a Transportation Authority under Act 196 at this time;

WHEREAS, to that end, the Political Subdivision desires to express its interest in joining with other Political Subdivisions to form a new Transportation Authority; and

WHEREAS, the Political Subdivision wishes to authorize the _____ to move forward in working with other Political Subdivisions to form Articles of Incorporation creating the new authority, subject to approval by the Board of the Political Subdivision.

NOW THEREFORE, BE IT RESOLVED THAT:

86083:00019:7496047-1

City of Muskegon

RESOLUTION OF INTENT TO PARTICIPATE IN ACT 196 AUTHORITY

Resolution No. _____

At a regular meeting of the City of Muskegon City Commission (Political Subdivision), Muskegon County, Michigan, held at the Muskegon City Hall on the 14th day of November, 2023, at 5:30 p.m.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by _____ and seconded by _____.

WHEREAS, pursuant to the Public Transportation Authority Act, Public Act 196 of 1986, MCL 124.451 et seq., (“Act 196”), a political subdivision, or two or more political subdivisions may have the authority to form a transportation authority by adopting articles of incorporation creating the authority;

WHEREAS, the Political Subdivision has determined that it is in the best interests of the health, safety and welfare of Political Subdivision residents to explore the formation of a Transportation Authority under Act 196 at this time;

WHEREAS, to that end, the Political Subdivision desires to express its interest in joining with other Political Subdivisions to form a new Transportation Authority; and

WHEREAS, the Political Subdivision wishes to authorize the Deputy City Manager to move forward in working with other Political Subdivisions to form Articles of Incorporation creating the new authority, subject to approval by the Board of the Political Subdivision.

NOW THEREFORE, BE IT RESOLVED THAT:

86083:00019:7496047-1

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.k

Commission Meeting Date: November 14 2023	Title: Concession Contract Mac Kite
Submitted By: Kyle Karczewski	Department: Parks & Recreation
Brief Summary: Renewal of Mac Kite brick & mortar concessionaire agreement.	
Detailed Summary & Background: Per concession policy, Steve Negen of Mac Kite operating out of South Pere Marquette, qualifies for up to a 5-year contract extension for brick & mortar concessionaires. The business will be giving lessons on Wing Foil and Efoil equipment per their proposal. The contractual fees for a brick and mortar at this location is set at \$1,000/Year + 10% of gross receipts or \$2,500/Year, whichever is expected to be more.	
Goal/Focus Area/Action Item Addressed: Destination Community & Quality of Life (Enhanced Parks and Recreation Department and Services)	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: Grant staff permission to extend the contract of Mac Kite through April of 2029.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting: Yes ☐ No ☐

CITY OF MUSKEGON
DEPARTMENT OF PUBLIC WORKS
1350 E. KEATING
MUSKEGON, MI 49442

CONCESSION/BUSINESS/VENDOR AGREEMENT

AGREEMENT made the _____ day of Nov, 2023, between the City of Muskegon Department of Public Works, Muskegon, Michigan, hereinafter called the City, and (name) Steve Negen, owner of MacKite Board Sports Center, (phone number) (616) 607-9355, (address) 16881 Hayes Street, (city, state, zip) Grand Haven, MI 49417, hereinafter called Concessionaire, Business and/or Vendor.

IT IS THEREFORE AGREED:

1. Activity: Concessionaire hereby agrees that it will operate a concession at Pere Marquette Park (in the beach Chalet), which is the property of the City of Muskegon. Concessionaire shall contract for and carry out and be responsible for all obligations thereunder for the place, suppliers, and advertising for the concession. Concessionaire shall apply for and pay premiums for insurance to fully protect the public, and the City, from any and all liability that may arise or be incurred as consequence of the concession. Concessionaire shall have such insurance in the amount of \$ 1,000,000.00. A copy of the Certificate of Insurance naming the City as additional insured shall be supplied to the City. The certificate shall provide that no cancellation shall be effective without a 30 day notice to the City.

(a.) Language on the insurance certificate shall read specifically:

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

2. The Concession activity shall be limited to the following activity:
Lessons on Wing Foil and Efoil equipment
-
-

Also, the vendor is not allowed to conduct business within any special event "footprint" or within 50' of the Harris Group "footprint" (specifically the "Deck" restaurant) property and or within 50' of any other vendor as and/or stated in section #6 and #6(a) "Conditions" sections below unless allowed by the City.

Additionally, if/when (depending on specific contract language) a vendor/concessionaire is operating at various park facilities then those specific locations/areas/facilities will need to be decided upon by and located at the direction of the City of Muskegon.

3. Hold Harmless: Concessionaire shall indemnify, defend and save the City harmless from and against any and all claims, actions, damages, liability, attorney fees, and expense in connection with the loss of life, bodily injury and/or damage to property arising from any occurrence in or about the premises occupied or utilized by Concessionaire or any part thereof or resulting in whole or part from any intentional/unintentional or negligent act or omission of the Concessionaire, it's employees, invitees, licenses or contractors.
4. Obligations: The City shall provide the following services for the Concessionaire: None at this time.
5. Fee to City: One (1) month following the close of the concession, or by October 31st, in any or all calendar year(s) of said contract and or as described in (a) below, Concessionaire will render an accounting of its activities to the City and at that time pay all fees/commissions/debts owed to the City of Muskegon.
- (a). Concessionaire shall pay the City \$1,000/Year + 10% of gross receipts or \$2,500/Year, whichever is expected to be more and/or "in kind services" or a donation to a fund for Pere Marquette Park improvements, as determined by the City.
6. Conditions: Concessionaire shall in no way obligate or change City properties, or charge City without its consent in writing, nor shall Concessionaire assign its rights or obligations hereunder without the written consent of the City. The Concessionaire understands that the City does not provide exclusivity with concession contracts, and that

other same or similar concessions could be within the above named facility.

(a.)The location of the Vendor/Concession/Business may also need to change its location or activities for special events within the property and shall not operate within or during any special event and/or within the designated “footprint” of said special event or on said “City” property during a special event without the consent of the “City” and/or event organization. Also, the Vendor/Concessionaire/Business shall limit its location/activities to within 50 feet of any other Concession/Vendor and/or any other set limits as set forth by the “City”. Furthermore, any current or existing Maintenance/Lease Agreements within City Parks/Facilities and/or “Footprint” have the option to negotiate to allow additional Vending/Concessions within its’ individual Park/Facility/Footprint or specified area(s), as outlined in their individual contracts/agreements or “letter of understanding” with the “City”. The City shall have the final decision to allow such agreements to be put in place.

(b.)The Concessionaire shall follow any and all CDC guidelines and Social Distancing rules and regulations as set for by the State of Michigan, County of Muskegon government agencies, City of Muskegon authorities or any such rules or requirements that may apply to operating as a Vendor/Concession/Business in the City of Muskegon Parks facilities.

(c.)Both the Concessionaire and the City shall comply with all the laws of the United States and the State of Michigan, all ordinances of the City of Muskegon, and all rules and regulations of the Police and Fire Departments, or other municipal authorities within the County of Muskegon, and will obtain and pay all necessary permits and licenses applicable to each, and will not suffer to be done anything during the term of this agreement in violation of any such laws, ordinances, rules or requirements.

(d.) The Concessionaire shall also comply with any paid parking rules and regulations as set forth by the City of Muskegon and pay all fees and fines associated with such during their duration of said contract.

7. Terms: This agreement shall be and remain in force from May 1, 2024 until and including April 30, 2029, except that either party may cancel same by giving to the other thirty (30) days' notice in writing.

IN WITNESS WHEREOF, the parties, by their duly authorized officers have executed this agreement.

DEPARTMENT OF PUBLIC WORKS

WITNESSES:

By: _____

CONCESSIONAIRE

By: _____



PARK CONCESSION POLICY

EFFECTIVE: **July 26th, 2022**

PURPOSE

To formalize the process and procedures related to concession operations within the City of Muskegon Park System.

GOALS

The City of Muskegon maintains this policy with the goals of:

- Providing a variety of services to park visitors that could not be provided by other means
- Meet the needs and wants of park users
- Activate and engage our park spaces
- Offer opportunities for small business to start and grow

COVERED AREAS & APPLICABILITY

This policy applies to any concession proposing to operate in the traditionally recognized city park system, with the following exceptions:

- Hackley Park is excluded from this agreement and no concessions outside of approved special events are permitted to operate within Hackley Park.
- This policy does not apply to Western Market, Muskegon Farmers Market, Trinity Health Arena, or any other areas which may contain similar operations but are not a part of the traditionally recognized city park system.
- This policy also does not apply to “The Deck” restaurant which operates within Pere Marquette Park, to “Fisherman’s Landing” campground and boat launch, nor to the “Clippers” baseball facility that operates within Marsh Field, as all are under specific lease agreements and terms.
- Concessions operating as a part of an approved special event or an approved sports league are exempt from this policy.

This policy does apply to the few brick and mortar concession spaces located within the City Parks; currently the list of brick and mortar spaces is as follows, with future changes possible:

- The designated concession space within the Pere Marquette Park Bathhouse
- The Pere Marquette Park secondary building located south of the bathhouse
- The Pere Marquette Park Chalet at the north end of the park

APPLICATION & AGREEMENT PROCESS

Applications will be accepted year-round on the attached form.

There is no fee associated with applying to be a concessionaire within the City Parks. If the application is approved, fees will be charged for the right to operate within the city park system as outlined below.

Staff will review applications in accordance with this policy. Applications approved by staff will be presented to the Commission for consideration before adoption of the agreement.

Once an application is approved by the City Commission, city and the concessionaire will enter into a formal agreement. General agreement terms attached to each agreement will be specifically crafted to match the agreed upon activities, fees, and services as allowable in this policy.

Agreements shall be renewed annually, except that agreements within a designated brick and mortar space may be proposed for an extended duration, with the maximum length not to exceed 5 years.

Returning operations for brick and mortar facilities in good standing shall be offered first right of refusal to renew their agreement for up to one renewal term of the same duration as the original term. When brick and mortar spaces become available or at the end of a renewal term the brick and mortar spaces will be offered as available through a request for proposal process.

FEES & WAIVERS

Concessionaire shall be obligated to pay the fees outlined in the agreement.

The standard fee to operate a concession shall be set at \$1,000/Year + 5% of gross receipts for any operation conducted within Kruse Park, Pere Marquette Park, Margaret Drake Elliot Park or Harbor Towne Beach, and \$250/Year + 5% of gross receipts for any concession operating in any other park.

Concession agreements proposed for a brick and mortar location as described above shall be set at \$1,000/Year + 10% of gross receipts or \$2,500/Year, whichever is expected to be more.

Revenue generated from concession operations shall be deposited in the City General Fund for support of park and recreation operations in the City.

Fees for concessions may be waived by staff upon receipt of a "Concession Fee Waiver Application" at the same time as a concession application. Fee waivers will be evaluated according to the point system described on that form.

Return completed application to the following:
City of Muskegon Public Works Department
1350 East Keating Avenue
Muskegon, MI 49442

► **I. CONCESSIONAIRE**

BUSINESS / NON-PROFIT	
CONTACT	
ADDRESS	
PHONE	
EMAIL	

► **II. OPERATIONAL DESCRIPTION**

ACTIVITIES CONDUCTED (ATTACH PICTURES IF NEEDED)	
EQUIPMENT USED (ATTACH PICTURES IF NEEDED)	
REQUESTED LOCATION(S)	

► **IV. LIABILITY WAIVER**

APPLICANT(S) voluntarily agree, understand and recognize that participants will have no right to make a claim or file a lawsuit against the City.

► **V. REQUIREMENTS OF CONCESSIONAIRES**

1. Applicant shall comply with all City of Muskegon Policies.
2. Applicant shall comply with all City of Muskegon Ordinances.
3. Applicant shall save the City of Muskegon harmless from all claims.
4. The appointed fees must be paid in full to the City prior to commencement of operations.
5. All required licenses and an insurance certificate listing the City as an additional insured party must be submitted before the agreement is signed and before commencing operations.
6. Applications denied by staff may be appealed to the City Commission for consideration.

With my signature, I certify that I have read and agree to the City of Muskegon Park Concession Policy and all items listed on this application.

I agree to abide by all applicable ordinances & regulations.

Signature of Applicant

Date

CITY STAFF USE ONLY: APPROVED / DENIED

NAME/TITLE: _____

DATE: _____

FEE: _____

NOTES: _____

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.1

Commission Meeting Date: 11/14/23	Title: Request to rezone 162 E Apple, 170 E Apple, 974 Spring, 971 Jay, and 151/157/171/181 Allen – Second Reading
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to rezone 162 E Apple Ave, 170 E Apple Ave, and 974 Spring St from B-2, Convenience & Comparison Business to FBC, Neighborhood Core and to rezone 151/157/171/181 Allen Ave and 971 Jay St from R-3, High Density Single Family Residential to FBC, Neighborhood Core, by General Capital Acquisitions, LLC.	
Detailed Summary & Background: The properties are being rezoned to allow for affordable apartments. The Planning Commission recommended approval of the request by a 7-0 vote.	
Goal/Focus Area/Action Item Addressed: Economic development, housing and business/diverse housing types/increase variety of housing types.	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: To approve the request to rezone 162 E Apple, 170 E Apple, 974 Spring, 971 Jay, and 151/157/171/181 Allen to Form Based Code, Neighborhood Core.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

PLANNING COMMISSION PACKET EXCERPT

October 12, 2023

Hearing, Case 2023-25: Request to rezone 162 E Apple Ave, 170 E Apple Ave, and 974 Spring St from B-2, Convenience & Comparison Business to FBC, Neighborhood Core and to rezone 151/157/171/181 Allen Ave and 971 Jay St from R-3, High Density Single Family Residential to FBC, Neighborhood Core, by General Capital Acquisitions, LLC.

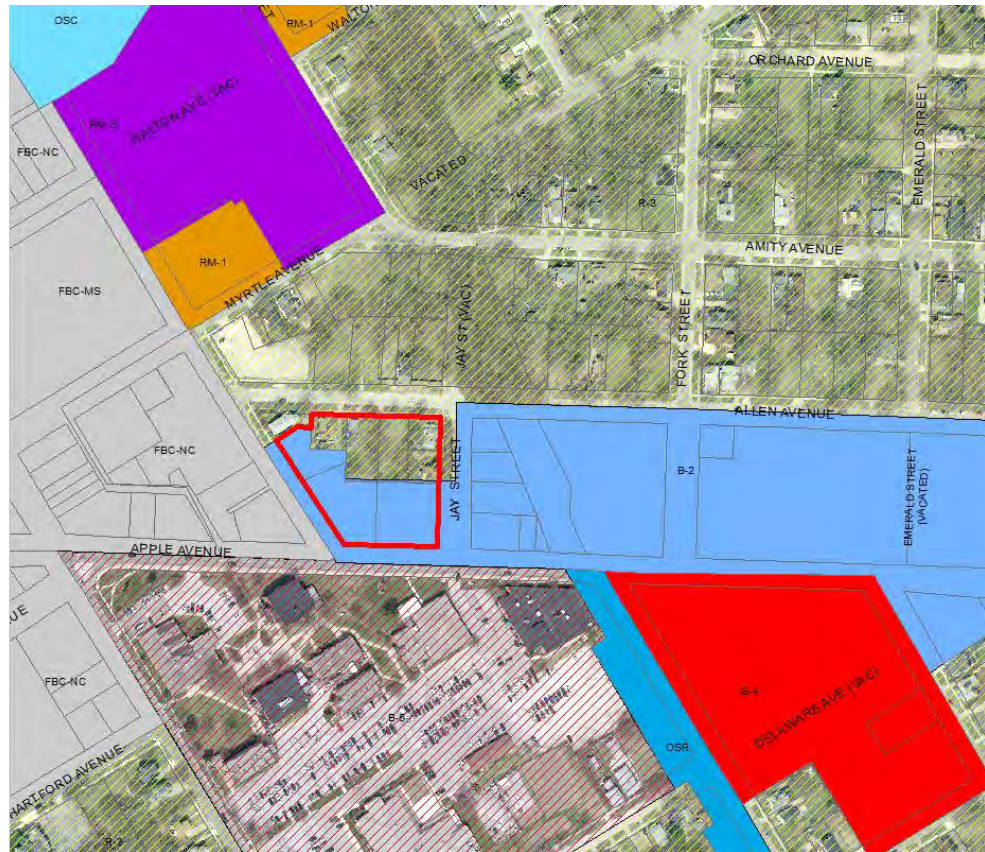
SUMMARY

1. The properties are zoned R-3, High-Density Single-Family Residential and B-2, Convenience & Comparison Business. They compromise about 1.7 acres of land.
2. The only property that still contains a structure is 162 E Apple Ave, which contains a vacant commercial building. The house at 964 Spring St, at the corner of Spring/Allen, is not included in the project.
3. The applicant is seeking a rezoning in an effort to construct affordable residential apartments. The development plans will include a 53-unit senior housing development.
4. The properties just to the north of this project, across Allen Ave, were recently rezoned to FBC, NC as well in anticipation of a similar housing development, but are not yet depicted as so on the zoning map.
5. Notice was sent to all properties within 300 feet of this address. At the time of this writing, staff had not received any comments from the public.

Development Area



Zoning Map



Aerial Map



Allowed Building Types in FBC, NC (Detached and Duplexes not Allowed)

CONTEXT AREAS AND USE

SECTION 2005

2005.08 NEIGHBORHOOD CORE (NC) CONTEXT AREA

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

BUILDING TYPE WITH FRONTAGE OPTION		NEIGHBORHOOD CORE (NC) CONTEXT AREA		
		PERMITTED IN CONTEXT AREA	BUILDING HEIGHT	BUILDING LOT SIZE
MIXED-USE BUILDING TYPE	with STOREFRONT	By Right	5 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with BALCONY	By Right	5 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with TERRACE	Conditional *	5 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with FORECOURT	By Right	5 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with DRIVE-THROUGH	By Right	5 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
RETAIL BUILDING TYPE	with STOREFRONT	By Right	1 story building limit	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with TERRACE	Conditional*	1 story building limit	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with DRIVE-THROUGH	By Right	1 story building limit	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
FLEX BUILDING TYPE	with STOREFRONT	By Right	5 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
	with TERRACE	Conditional*	5 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
	with FORECOURT	By Right	5 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
	with DOORYARD	By Right	5 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
COTTAGE RETAIL BUILDING TYPE	with STOREFRONT	By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
	with DOORYARD	By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
LIVE / WORK BUILDING TYPE	with STOREFRONT	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with DOORYARD	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with LIGHTWELL	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
LARGE MULTI-PLEX BUILDING TYPE	with FORECOURT	By Right	5 story max. / 2 story min.	Lot Width: 75' min. / 150' max. Lot Depth: 100' min.
	with DOORYARD	By Right	5 story max. / 2 story min.	Lot Width: 75' min. / 150' max. Lot Depth: 100' min.
	with STOOP	By Right	5 story max. / 2 story min.	Lot Width: 75' min. / 150' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	5 story max. / 2 story min.	Lot Width: 75' min. / 150' max. Lot Depth: 100' min.
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	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
	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			
	with PROJECTING PORCH			
	with ENGAGED PORCH			
DETACHED HOUSE BUILDING TYPE	with STOOP			
	with PROJECTING PORCH			
	with ENGAGED PORCH			
CARRIAGE HOUSE BUILDING TYPE				
CIVIC BUILDING TYPE		By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.

Shaded areas represent Building Types and / or frontages that are not permitted in specified Context Area.

* Refer to the Building Type with specific frontage option in Section 2006 for buildings and frontages labeled as Conditional.

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 162 E Apple, 170 E Apple, 974 Spring, 971 Jay, and 151/157/171/181 Allen to Form Based Code, Neighborhood Core.

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 162 E Apple, 170 E Apple, 974 Spring, 971 Jay, and 151/157/171/181 Allen to Form Based Code, Neighborhood Core.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE

(Rezoning of 162 E Apple, 170 E Apple, 974 Spring, 971 Jay, and 151/157/171/181 Allen to Form Based Code, Neighborhood Core)

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 14th day of November, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2023 _____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on November 14, 2023, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 162 E Apple, 170 E Apple, 974 Spring, 971 Jay, and 151/157/171/181 Allen to Form Based Code, Neighborhood Core.

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

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

Published _____, 2023

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.m

Commission Meeting Date: 11/14/23	Title: Request to rezone 550 W Grand Ave – Second Reading
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to rezone the property at 550 W Grand Ave from FBC, Urban Residential to FBC, Neighborhood Core, by General Capital Acquisitions, LLC.	
Detailed Summary & Background: The properties are being rezoned to allow for affordable apartments. The Planning Commission recommended approval of the request by a 7-0 vote.	
Goal/Focus Area/Action Item Addressed: Economic development, housing and business/diverse housing types/increase variety of housing types.	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: To approve the request to rezone the property at 550 W Grand Ave to Form Based Code, Neighborhood Core.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

PLANNING COMMISSION PACKET EXCERPT

October 12, 2023

Hearing, Case 2023-26: Request to rezone the property at 550 W Grand Ave from FBC, Urban Residential to FBC, Neighborhood Core, by General Capital Acquisitions, LLC.

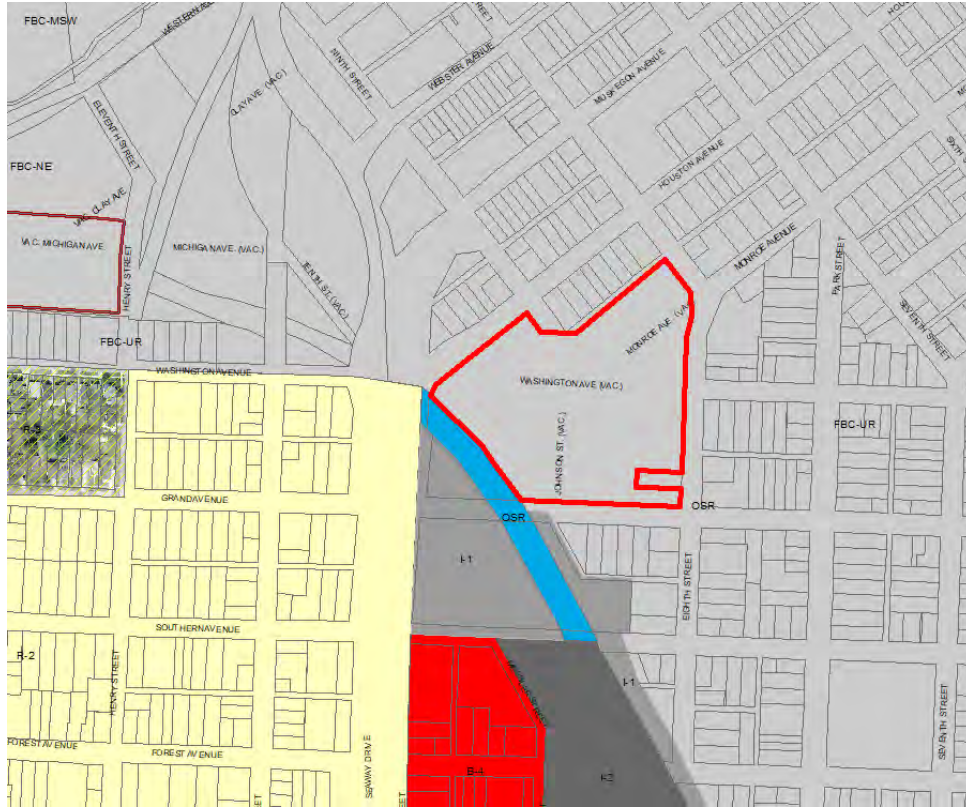
SUMMARY

1. The property is the site of the former Nelson School. Its zoned Form Based Code, Urban Residential. The parcel measures 9.5 acres and the building measures 77,975 sf.
2. The applicant is seeking a rezoning in an effort to construct affordable residential apartments. The development plans will include a 52-unit workforce housing development.
3. The Form Based Code, Neighborhood Core designation allows a variety of housing options, ranging from rowhouses to large multiplexes, with a maximum height of five stories.
4. Notice was sent to all properties within 300 feet of this address. At the time of this writing, staff had not received any comments from the public.

550 W Grand Ave



Zoning Map



Aerial Map



Allowed Building Types in FBC, NC (Detached and Duplexes not Allowed)

CONTEXT AREAS AND USE

SECTION 2005

2005.08 NEIGHBORHOOD CORE (NC) CONTEXT AREA

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

BUILDING TYPE WITH FRONTAGE OPTION		NEIGHBORHOOD CORE (NC) CONTEXT AREA		
		PERMITTED IN CONTEXT AREA	BUILDING HEIGHT	BUILDING LOT SIZE
MIXED-USE BUILDING TYPE	with STOREFRONT	By Right	5 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with BALCONY	By Right	5 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with TERRACE	Conditional *	5 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with FORECOURT	By Right	5 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with DRIVE-THROUGH	By Right	5 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
RETAIL BUILDING TYPE	with STOREFRONT	By Right	1 story building limit	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with TERRACE	Conditional*	1 story building limit	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with DRIVE-THROUGH	By Right	1 story building limit	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
FLEX BUILDING TYPE	with STOREFRONT	By Right	5 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
	with TERRACE	Conditional*	5 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
	with FORECOURT	By Right	5 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
	with DOORYARD	By Right	5 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
COTTAGE RETAIL BUILDING TYPE	with STOREFRONT	By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
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	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
LIVE / WORK BUILDING TYPE	with STOREFRONT	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with DOORYARD	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with LIGHTWELL	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
LARGE MULTI-PLEX BUILDING TYPE	with FORECOURT	By Right	5 story max. / 2 story min.	Lot Width: 75' min. / 150' max. Lot Depth: 100' min.
	with DOORYARD	By Right	5 story max. / 2 story min.	Lot Width: 75' min. / 150' max. Lot Depth: 100' min.
	with STOOP	By Right	5 story max. / 2 story min.	Lot Width: 75' min. / 150' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	5 story max. / 2 story min.	Lot Width: 75' min. / 150' max. Lot Depth: 100' min.
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.
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ROWHOUSE BUILDING TYPE	with LIGHTWELL	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
	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			
	with PROJECTING PORCH			
	with ENGAGED PORCH			
DETACHED HOUSE BUILDING TYPE	with STOOP			
	with PROJECTING PORCH			
	with ENGAGED PORCH			
CARRIAGE HOUSE BUILDING TYPE				
CIVIC BUILDING TYPE		By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.

Shaded areas represent Building Types and / or frontages that are not permitted in specified Context Area.

* Refer to the Building Type with specific frontage option in Section 2006 for buildings and frontages labeled as Conditional.

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 550 W Grand Ave to Form Based Code, Neighborhood Core.

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 550 W Grand Ave to Form Based Code, Neighborhood Core.

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 550 W Grand Ave to Form Based Code, Neighborhood Core)

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 14th day of November, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2023 _____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on November 14, 2023, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 550 W Grand Ave to Form Based Code, Neighborhood Core.

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

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

Published _____, 2023

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.n

Commission Meeting Date: November 14, 2023	Title: City Hall Operations Space Needs Analysis Contract
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: Staff is requesting authorization to enter into a contract with Integrated Architecture in the amount of \$29,260 to complete a space needs analysis for City Hall operations that considers a potential move to the former Hackley Administration Building.	
Detailed Summary & Background: The City issued an RFP on October 5, 2023 to conduct a space needs analysis for City Hall operations. The analysis will compare the available space in both the current City Hall building at 933 Terrace Street and the former Hackley Administration Building at 349 W. Webster Avenue to evaluate a potential move of City Hall staff and services to the former Hackley Administration Building. Three (3) proposals were received and staff is recommending award of the services to Integrated Architecture, based on their experience with similar projects, and proposed timeframe for completion of the analysis. The bids received were as follows: - Integrated Architecture – \$29,260 - DLZ Michigan, Inc. – \$39,000 - Short Elliott Hendrickson (SEH) – \$40,770	
Goal/Focus Area/Action Item Addressed: Investigate options to improve environmental sustainability for projects within the city (Goal 4 Focus Area). Progress toward completion of ongoing economic development projects (Goal 2 Focus Area).	
Amount Requested: \$29,260	Budgeted Item: Yes ☒ No ☐ N/A ☐
Fund(s) or Account(s): Contracted Services (701-801-80200)	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: I move to authorize staff to enter into a contract with Integrated Architecture in the amount of \$29,260 to complete a space needs analysis for City Hall operations that considers a potential move to the former Hackley Administration Building.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒	Guest(s) Invited / Presenting: Yes ☐ No ☒

Communication



Legal Review





MUSKEGON

LISA BELSITO
Director of Marketing | Associate
lbelsito@intarch.com
d 616.559.4715

840 Ottawa Ave NW
Grand Rapids, Michigan 49503
616.574.0220
www.intarch.com



INTEGRATED
ARCHITECTURE



MUSKEGON CITY HALL OPERATIONS SPACE NEEDS ANALYSIS

24 October 2023



GRAND RAPIDS, MICHIGAN | INTARCH.COM

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24 October 2023

Jamie Pesch, Planner
Muskegon City Hall
City Clerk's Office
933 Terrace Street
Muskegon, Michigan 49443.

Dear Jamie,

Thank you for the opportunity to present the unique qualifications the Integrated Architecture (IA) team brings to the Muskegon City Hall Operations Space Needs Analysis project. This project demands a thoughtful analysis process and a dedicated, talented team. We are ready to help guide and support you in evaluating such important assets to your community.

Our recent and relevant project experiences in feasibility, space utilization studies, and master planning have prepared us for this specific effort. We know how to guide diverse groups from our space planning and master planning efforts with Herman Miller, Whirlpool, and Consumers Energy. These efforts focused on analyzing complex organizations, including work styles/flows/experiences, future trajectory, and building consensus to arrive at supported planning solutions.

We have relevant experience working with government and community groups on projects such as the Ada Township Space Needs and Feasibility Study, the Coldwater Community Recreation and Aquatic Master Plan, and the Isabella County Facility Feasibility and Renovation Study. Along with 35 years of designing innovative workplace environments, these efforts have our team ready to guide and support you in planning such vital assets for the City.

We see this project as more than an analysis. It is an opportunity to uncover a holistic perspective for the City of Muskegon and craft a fresh, unbiased analysis of the current facilities space. We will produce reports that will guide how you leverage your resources, assuring the best and highest use. We are confident that the team at IA can bring it to life, and here's why:

ONE: OUR FOCUS IS ON EXPERIENTIAL DESIGN!

Our designs are founded on crafting inspirational experiences from all perspectives. We will choreograph the architecture by integrating and optimizing the perspective of the City stakeholder groups, including your leadership, administrative staff, and the community you serve. We will provide a heightened focus on the overall experience from each perspective. IA is regarded as one of the most innovative firms in the area because of this approach.

TWO: WE UNDERSTAND AND CAN DELIVER A SPACE NEEDS AND FEASIBILITY ANALYSIS

We understand and can deliver a Space Needs Analysis. Our past experiences working with organizations on similar projects have prepared us for investigating the City Hall facilities, leading your team through a thoughtful design process, and uncovering relevant solutions. Understanding the current state allows our team to uncover future state opportunities to best leverage your facilities towards your core mission.

We understand key metrics to this project, such as conducting facility inventory to fully understand the current state from systems to space use. Collecting insights via interviews and surveys will allow our team to build off of the current state to start the conceptual planning effort.

We recognize the importance of developing an appropriate solution that fits the City of Muskegon, leverages your assets carefully, and is supported by all project stakeholders.

THREE: OUR STRENGTH IS LEADING ORGANIZATIONS AND COMMUNITIES THROUGH A THOUGHTFUL AND SUCCESSFUL DISCOVERY PROCESS.

Sounds simple, but really requires establishing a strong and effective framework for collecting input, assimilating priorities, and sharing direction. We do this in a way that aligns with your mission and objectives.

Discovery is a critical aspect of ensuring a successful project. We are prepared to engage immediately to listen, question, test and confirm all the departments and user groups associated with these facilities.

**FOUR: STEWARDSHIP AND SUSTAINABILITY ARE THE
CORNERSTONE OF OUR PRACTICE.**

For nearly two decades, we have led the charge for cost-effective, energy-efficient, and healthy design. This passion is demonstrated in our countless awards and recognition, and many firsts in the sustainability world - like the country's first USGBC LEED Certified church, YMCA, and office right here in West Michigan. Through our planning process, we will employ the same set of standards to create healthy, sustainable solutions.

The opportunities of this project are significant and define a new era for the City of Muskegon. We are confident we have the ability to uncover the project vision and lead you towards a transformational solution. We welcome the opportunity to share our commitment, experience, and PARTNERSHIP!

Sincerely,



Scott Vyn, LEED AP
Design Principal



FIRM QUALIFICATIONS

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WHO WE ARE

Integrated Architecture is an architecture firm that leads by design, aligning people and place with ideas and industry. We blend our knowledge of design with our understanding of how environments can shape behaviors and outcomes to create solutions for clients that respect the human impact of their life and work. By integrating architectural design, engineering, interior design, and landscape design services we create whole solutions that encompass human-centered design, solve real problems, and make lives better.

WHERE WE STARTED

Integrated Architecture started 35 years ago. The firm quickly grew as talented architects and designers who sought to excel in their craft joined this modern firm with ideas and solutions not necessarily immersed in convention. Through the years, strong relationships and proven successes solidified our reputation in the industry extending well beyond the Midwest as architects with vision, imagination, and capable of handling a wide variety of projects.

Today with a staff of 42+ architects, designers, and engineers we provide integrated services to clients in various markets and have a resume of landmark projects that include international, award-winning sustainable designs. Some people call us passionate; we call ourselves determined and persistent. From our internal processes to the work we deliver, from the projects we do and the careers we enable, we strive to exceed expectations and reach further.

WHO WE SERVE

We serve clients in corporate settings, education, healthcare, commercial, sports & recreation, mixed use & retail, industrial, and residential markets. Nationwide or right here at home in Grand Rapids, Michigan, our clients are collaborators with a vision. Our clients range from large multi-national corporations to local non-profit organizations. Organizations like Herman Miller, Whirlpool, Gordon Food Service, Meijer, eBay, AAA, and Kaiser Permanente have trusted us to be their partner in creating impactful spaces. We are registered to practice in 31 states with successful projects across the country.

WHAT MAKES US DIFFERENT

We lead our clients — especially the ones who don't build buildings every day for a living — into a place where together we explore options and expand awareness of how the building we are creating will impact people's work and life.

Using a collaborative approach, we consider each client's unique landscape to create an environment that is distinctive in design, purpose, and character while focusing on enhancing a person's experience.

We thoughtfully integrate our approach to each client project. Whether it's proven or something more innovative, we deliver our best by designing smart and carrying that design forward through to build.



QUICK FACTS

CORPORATE OFFICE

840 Ottawa Avenue
Grand Rapids, MI 49503
616-574-0220
www.intarch.com

BUSINESS STATUS

Privately-Owned LLC
Established 1988
Fed ID: 38-2840902
Current Staff 42+

BASE SERVICES

Architectural Design
Interior Design
Landscape Design
Planning
Branding/Graphic Design
Furniture Selection/Procurement

MARKETS

Aviation
Community & Culture
Education
Financial
Government
Health & Wellness
Hospitality
Housing
Industrial
Mixed Use
Private Residence
Retail
Sports & Recreation
Workplace
Worship

LEADERSHIP

Mike Corby, FAIA, LEED AP
Managing Principal
Tim Mustert, AIA
Architectural Principal
Scott Vyn, LEED AP
Design Principal
Darrel DeHaan, AIA
Principal, Director of Architecture
Randy Pease, AIA
Principal, Director of Design

Integrated Architecture boasts a staff of talented, passionate professionals with experience in a wide variety of project types. Our expertise in innovative problem-solving matches our commitment to doing what is best for each client. Our principals remain active participants in all projects, leading our efforts to realize the vision for each project. This hands-on approach offers you a level of service that few firms can match. Our success has been rewarded with satisfied clients and through award recognition.

Experience

35

35 years in West Michigan

Sustainable

50

Completed
LEED-Certified
Projects

Awards

69

3 International Awards
10 National Awards
54 State | Local Award

LEADERSHIP TEAM



Michael C. Corby, FAIA, LEED AP
Managing Principal

Mike infuses design with practicality to create environments that respond to each client's unique needs. One of Michigan's first LEED accredited architects, Mike is a leader in sustainable design and has redefined luxury to include abundant natural light, fresh air, people-centered space, and environmentally-friendly materials. Under his guidance, IA has garnered three international, 10 national and 54 regional/ local design awards, including the 2006 AIA MI Firm of the Year.



Tim Mustert, AIA
Architectural Principal

Tim's talents and ability are evident in hundreds of successful projects ranging from historic renovations to complex higher education facilities. As Architectural Principal, Tim manages the architectural staff, oversees project scheduling, and serves our clients as a senior project manager on many of the firm's most prestigious projects. An outstanding professional and able leader, Tim has been honored by GV-AIA as Young Architect of the year. He brings a methodical, detail-oriented style that has earned the admiration of clients and the respect of contractors and peers.



Scott Vyn, LEED AP
Design Principal

Scott offers a broad background in projects ranging from sophisticated office environments to higher education facilities. One of the first LEED-accredited professionals in Michigan, Scott brings a solid understanding of sustainable design. His efforts include Gordon Food Service Corporate Headquarters, Grand Valley State University's Learning Dining facility, the renovation of University of Michigan's Glenn E. Schembechler Hall, Richard L. Postma Family Golf Clubhouse, and the field hockey team facilities. Other projects also include the creation of Peckham, Inc. Headquarters as well as three other Peckham manufacturing facilities.



Darrel DeHaan, AIA
Principal, Director of Architecture

Darrel joined IA's project management team in 2010 and offers well-grounded, diverse experience. Darrel innately understands the key elements of project management. His responsiveness, keen sense of client understanding, and knack for facilitating complete collaboration is a trademark of his work. Darrel's project history includes more than \$800 million worth of construction with responsibilities ranging from design to project architecture and management.



Randy Pease, AIA
Principal, Director of Design

Randy is an award-winning architect who has received recognition for several high-profile projects, including the Institute of Contemporary Art in Boston, MA, where he was responsible for the development and detailing of the exterior envelope. Randy's abilities in design extend beyond concept sketches into design documentation, ensuring the continuity of a client's vision from study to built form.

OUR TEAM

Architects
BIM Coordinators
CAD Technicians
Construction Administrators
Interior Designers
Landscape Designers

Planners/Programmers
Project Managers
Specification Writers
Sustainability/LEED Specialists
Graphic Designers



Our impact is felt both locally and nationally.

We strive to impact our Grand Rapids community through serving established businesses and new businesses alike. That's where IA differs from any other design firm. Our clients get the attention and long-term relationship of a small firm, with the expertise and ability to design at any scale and in any location. The impact of our buildings and designs can be seen on the **local, state, and national level.**

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WORKPLACE PLANNING AND DESIGN

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Our expertise covers every aspect of your project.

IA has a solid, diverse experience base that will help us to guide and lead organizations through the process of creating and renovating transformative spaces. In every market we serve, IA combines physical space, work processes, and technology to create flexible and inspiring environments that engage users, support business goals, and provide long-lasting value.



We serve clients in diverse markets. Our clients range from large multi-national corporations to local non-profit organizations, universities to hospitals, municipalities to athletic facilities. Organizations like Whirlpool, Consumers Energy, the University of Michigan, and Peckham Industries have trusted us to be their partner in creating impactful spaces.

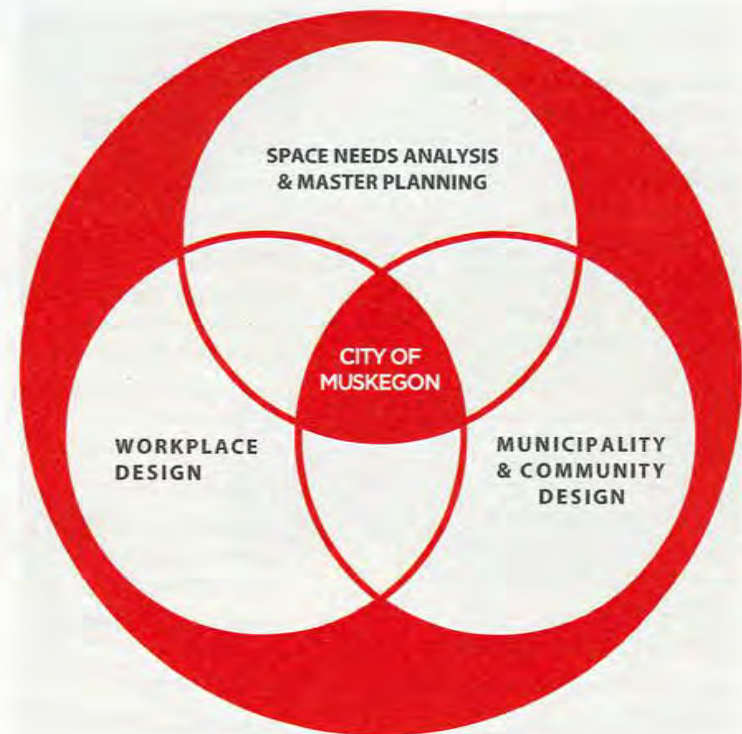
We work with our clients to understand their project goals and develop integrated strategies that support long-term growth. Our discovery process challenges and tests the status quo, integrates today's technologies and materials, and helps plan for the future. By providing architectural and planning services that cover all disciplines relating to the design, we can ensure every project is unified from planning and site selection to building envelope to interior design.

PLANNING AND DESIGN

We transform spaces to meet the evolving needs of clients in planning and workplace design.

IA's Space Needs and Facility Assessments, Feasibility Studies, and Master Planning efforts include municipalities, higher education campuses, healthcare campuses, corporate headquarters, retail centers, mixed-use projects, and sports complexes. This broad-based work provides the City of Muskegon with an experienced team that can look beyond a traditional building environment and provide innovative solutions. Planning is exciting and critical work because it creates a solution structure that supports and informs both short-term and long-term goals and objectives, creating the opportunity for innovative solutions that address multiple issues. We are grounded in experience, courageous in design, and principled in our commitment.

We bring design experience in three critical areas for the City of Muskegon.



NOTABLE PLANNING PROJECTS BY MARKET

>>COMMUNITY

ADA TOWNSHIP
SPACE NEEDS AND FACILITY STUDY
Ada, Michigan

CASCADE HILLS COUNTRY CLUB
MASTER PLAN
Grand Rapids, Michigan

CATHEDRAL SQUARE MASTER PLAN
Grand Rapids, Michigan

ISABELLA COUNTY
FEASIBILITY AND RENOVATION STUDY
Mt. Pleasant, Michigan

JEWISH COMMUNITY COLLABORATION
SPACE UTILIZATION STUDY
Grand Rapids, Michigan

SPIRIT OF LIFE CONCEPTUAL PLANNING
Caledonia, Michigan

>>EDUCATION

CALVIN THEOLOGICAL SEMINARY
Grand Rapids, Michigan

DAVENPORT UNIVERSITY
CAMPUS MASTER PLAN
Grand Rapids, Michigan

MANISTEE CATHOLIC CENTRAL
Manistee, Michigan

MILSAPS COLLEGE CAMPUS PLANNING
Jackson, Mississippi

SAGINAW CHIPPEWA TRIBAL COLLEGE
LIVING LEARNING LABORATORY
Mt. Pleasant, Michigan

>>HEALTH

D. A. BLODGETT - ST. JOHNS
CAMPUS MASTER PLAN
Grand Rapids, Michigan

LEE MEMORIAL HOSPITAL
Ft. Myers, Michigan

MERCY HEALTH - HEALTH PARK CENTRAL
MASTER PLAN
Rockford, Michigan

METRO HEALTH VILLAGE
MASTER PLAN 2005, 2020
Wyoming, Michigan

PINE REST CAMPUS PLANNING
Grand Rapids, Michigan

>>MIXED USE/RESIDENTIAL

24TH & WAVERLY
Holland, Michigan

BRIDGE AND STOCKING MASTER PLAN
Grand Rapids, Michigan

FREYLING MENDELS MASTER PLAN
Grand Rapids, Michigan

STUDIO PARK MASTER PLAN
Grand Rapids, Michigan

FLINT COORIDOR
Flint, Michigan

FLINT SOSAG
Flint, Michigan

LITTLE RIVER BAND OF OTTAWA INDIANS
NEW TOWN CENTER
Manistee, Michigan

THE HAMLET AT FILER TOWNSHIP
Filer Township, Michigan

>>SPORTS & RECREATION

COLDWATER RECREATIONAL
CAMPUS MASTER PLAN
Coldwater, Michigan

DAVENPORT UNIVERSITY ATHLETIC
MASTER PLAN
Grand Rapids, Michigan

>>WORKPLACE

GORDON FOOD SERVICE
CAMPUS MASTER PLAN
Wyoming, Michigan

HERMAN MILLER CAMPUS
MASTER PLAN
Zeeland, Michigan

WHIRLPOOL CAMPUS
MASTER PLAN
Benton Harbor, Michigan

NOTABLE GOVERNMENT PROJECTS

ADA TOWNSHIP SPACE NEEDS AND
FACILITY STUDY
Ada, Michigan

CITY OF BATTLE CREEK
MICHIGAN AVENUE STREETScape -
WAVE SQUARE
Battle Creek, Michigan

CITY OF BATTLE CREEK
FESTIVAL MARKET SQUARE
(CONCEPTUAL)
Battle Creek, Michigan

BOWNE TOWNSHIP FIRE STATION
Alto, Michigan

CALEDONIA FIRE STATION
Caledonia, Michigan

CITY OF COLDWATER MASTERPLAN,
AQUATIC CENTER, RECREATION CENTER,
TENNIS COMPLEX
Coldwater, Michigan

CITY OF GRAND RAPIDS FIRE STATION
PROJECTS - 1989 TO PRESENT

- Fire Station # 1 - 38 LaGrave SE
- Fire Station # 3 - 500 Bridge Street
- Fire Station # 4 - 2541 Kalamazoo SE
- Fire Station # 6 - 2941 Burton SE
- Fire Station # 8 - 1154 Covell NW
- Fire Station #12 - 1732 Division St
- Fire Station #14 - 2251 Plainfield NE
- Fire Station # 3 - 500 Bridge NW
- Fire Station # 5 - 1181 Monroe NW
- Fire Station # 7 & 10 - 115 Franklin SW
- Fire Station #11 - 1002 Chester SE
- Fire Station #12 - Division Ave
- Fire Station #13 - 1755 Leonard NE
- Training Center - 1101 Monroe NW

CITY OF GRAND RAPIDS FIRE DEPT.
KENDALL STREET STATION
Grand Rapids, Michigan

CITY OF GRAND RAPIDS DEPT.
DIVISION STREET STATION
Grand Rapids, Michigan

CITY OF HOLLAND FIRE DEPT.
WAVERLY ROAD STATION
Holland, Michigan

CITY OF HOLLAND FIRE DEPT.
KOLLEN PARK STATION
Holland, Michigan

CITY OF MASON
CITY HALL/POLICE
DEPARTMENT
Mason, Michigan

CITY OF MANISTEE MANISTEE
BANDSHELL (CONCEPTUAL)
Manistee, Michigan

GUN LAKE TRIBE
GOVERNMENT CAMPUS
Wayland, Michigan

ISABELLA COUNTY CAMPUS
FACILITY FEASIBILITY AND RENOVATION STUDY
Mt. Pleasant, Michigan

ISABELLA COUNTY
JAIL AND SHERIFF'S OFFICE
Mt. Pleasant, Michigan

J. GILBERT REESE COMMUNITY PARK
Islamorada, Florida

KENTWOOD FIRE DEPARTMENT STATION #2
Kentwood, Michigan

NILES LAW
ENFORCEMENT
Niles, Michigan

ROCKFORD CITY HALL &
FIRE STATION LEVEL II ENERGY ASSESSMENT
Rockford, Michigan

STATE OF MICHIGAN
GRAND HAVEN STATE PARK
TOILET AND SHOWER BUILDING
Grand Haven, Michigan

STATE OF MICHIGAN
OTSEGO LAKE STATE PARK
TOILET AND SHOWER BUILDING
Gaylord, Michigan

TRAVERSE CITY ROTARY SQUARE
(CONCEPTUAL)
Traverse City, Michigan

ADA TOWNSHIP SPACE NEEDS AND FACILITY STUDY



Integrated Architecture was hired by Ada Township to lead a multi-disciplinary professional study focused on facility space utilization. IA guided the Township through an inclusive DISCOVERY process to define

current and future state conditions for multiple Ada Township facilities.

The project started with the IA team presenting the proposed process to the Ada Township Planning Commission so that the steps and outcomes could be clearly understood and supported.

The process included numerous work sessions with Ada leadership as well as site audits to assess site conditions, structural status, ADA compliance, building engineering systems, space utilization, and community/staff experience.

The process continued with community interaction and interviews with each township department associated with the study. With the current state information gathered and an understanding of future state requirements, the IA team produced planning options and conceptual layouts with associated costs in a final report presented to the Planning Commission and public.

The report was clear and concise, providing the Township with the necessary data to make timely decisions regarding their aging facilities and future planning.

INVESTIGATIVE

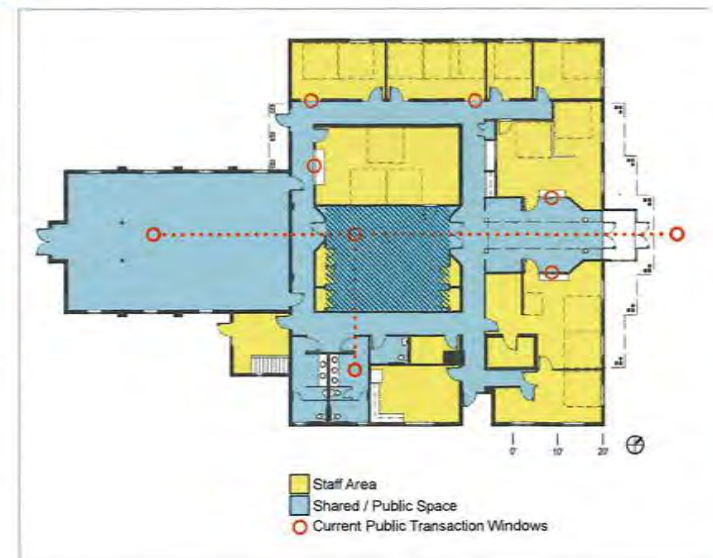
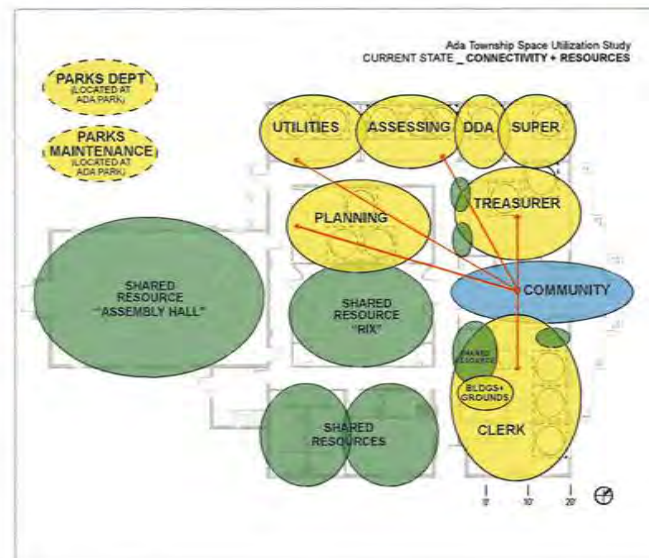
Space Utilization
Masterplan
Systems
Structural
Energy
Code Assessment

CREATIVE

History
Current State
Future State
Experiential
Wayfinding
Brand

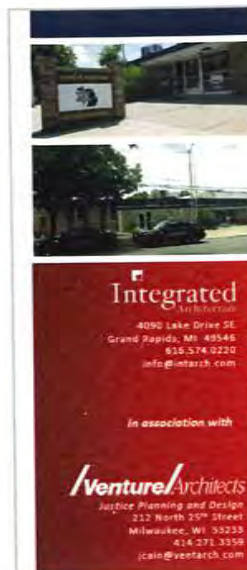
SOLUTION

Relevant
Respectful
Sustainable
Cost Effective
Phased
Successful



In 2016, Integrated Architecture conducted a feasibility assessment providing Isabella County with information necessary to make informed decisions regarding the future of the downtown campus and the cost benefit analysis of renovating versus relocating. Integrated Architecture has recently re engaged in the continuation of this effort by providing design services for the new Isabella County Jail and Sheriff's Office.

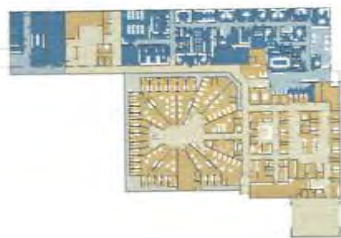
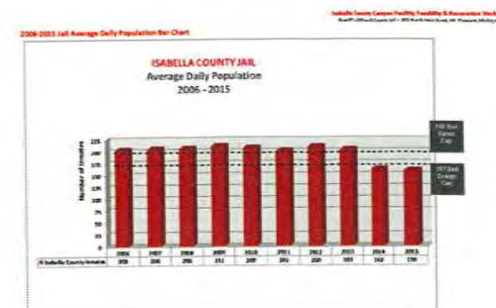
The Isabella County Jail and ICSO Construction project is proposed to be a jail facility that has a rated capacity of 232 beds and is expandable to a rated capacity of 286 beds by double bunking. The proposed jail facility will be a podular design with the flexibility to add an additional pod in the future.



Campus Facility Feasibility & Renovation Study
Sheriff's Office & County Jail

207 Court Street
Mount Pleasant, Michigan 48858

December 2016



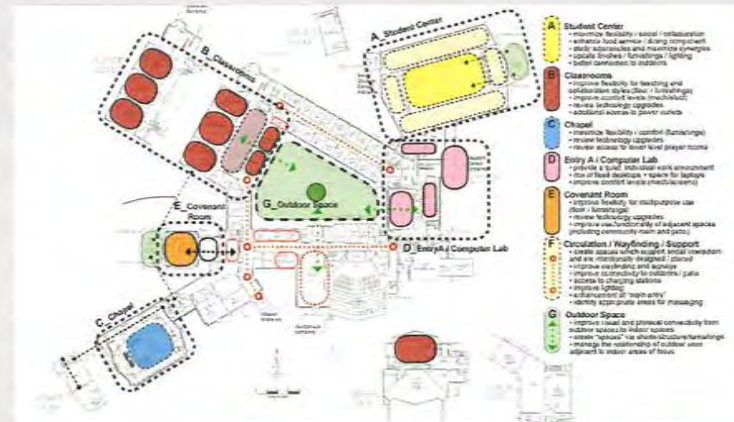
DAVENPORT UNIVERSITY

Integrated Architecture has been designing and planning academic and athletic space for Davenport University since 2006. Our master planning efforts have included campus planning and assessments of space utilization resulting in new teaching spaces and more effective learning environments reflective of the Davenport University brand.



CALVIN THEOLOGICAL SEMINARY

Integrated Architecture is currently providing feasibility and master plan services to Calvin Theological Seminary for the renovation of their existing facility located in Grand Rapids, Michigan. The project includes the confirmation of programming needs, as well as the evaluation of renovations and additions to the existing Seminary facility including student commons improvements, classroom improvements, classroom corridor/entry, rest rooms, chapel, computer lab/lounge, covenant room, and courtyard.



CATHEDRAL SQUARE

The creation of Cathedral Square unites the Diocese of Grand Rapids as it locates administrative offices and various Catholic services including a church supply retail outlet, bookstore, and conference center in one location adjacent to the Cathedral of St. Andrew and Catholic Central High School.

This project came about AFTER our team performed an in-depth facility study of the Diocese's existing campus, documenting building deficits and opportunities, and allowing the client to determine that moving the Diocese Headquarters was the best solution. The resulting project consists of a 100,000 Square Feet four-story 1920's era car dealership and its next-door neighbor, a simple, two-story metal clad building, the dealership's auto repair shop. The character of the original four-story building was retained by re-cladding the unified structure with brick and cast stone. A contemporary impression comes from trading the traditional, institutional, regular window patterns with a dynamic, random composition. A tree-lined pedestrian mall and 2-level parking ramp were included in the project.



PINE REST CHRISTIAN MENTAL HEALTH SERVICES

Our work with Pine Rest began with a master plan for a senior care dementia facility. Since then we have completed more than 20 projects ranging from acute care inpatient units, corporate offices, and the creation of a chapel /conference center.

The original effort, the senior care / inpatient dementia facility, was designed to offer a low stimulation environment with noise controlled rooms for easily distressed residents. It consisted of four, one-story buildings, each housing 80 residents in four, 20-bed pods.

Utilizing sustainable design principles, each center offers an outdoor venue and abundant windows to provide residents with a visual connection to the out-of-doors. Flexible space includes multipurpose areas for arts, crafts and community gathering.





DA BLODGETT/ST. JOHNS

D.A. Blodgett St. John's provides counseling, foster care, adoption, mentoring, and residential care helping children and empowering families by providing safety, advocacy and support.

The agency engaged Integrated Architecture to develop a campus master plan that includes the relocation of staff and services from the Leonard Street Campus to the Knapp Campus.

Integrated Architecture's initial master plan and conceptual design planning effort included developing a program, design, and budget. IA also provided fundraising support to help communicate their vision.





Visit our website to learn more about
our workplace project experience.

[Integrated Architecture Projects](#)



WORKPLACE DESIGN

**4FRONT CREDIT UNION
ADMINISTRATIVE OFFICE**
Traverse City, Michigan

**4FRONT CREDIT UNION
BRANCH OFFICE**
Cadillac, Michigan

ACRISURE
Grand Rapids, Michigan

ADAC AUTOMOTIVE
Grand Rapids, Michigan

AMERICAN SEATING
Grand Rapids, Michigan

AMERICAN TECHNOLOGY COMPONENTS
Elkhart, Indiana

ATMOS ENERGY
Dallas, Texas

BENJAMIN MOORE
Montobello, New Jersey

BLUE SHIELD
Stockton, California

BRISTOL-MYERS SQUIBB
Evansville, Indiana

BURNS & MCDONALD
Wallingford, Connecticut

CHARTER COMMUNICATIONS
Walker, Michigan

**CHOICE ONE BANK
BRANCH OFFICES**
Grand Rapids, Metamora,
Rockford, Michigan

COMMERCIAL TOOL AND DIE
Comstock Park, Michigan

**CONSUMERS ENERGY JOHN G.
RUSSELL LEADERSHIP CENTER**
Grand Rapids, Michigan

COX COMMUNICATIONS
Lubbock, Tyler, TX and Wichita, Kansas

DATICON
Norwich, Connecticut

DA BLODGETT - ST. JOHNS
Grand Rapids, Michigan

DISCOVERY.ORG/ZOOM.INFO
Grand Rapids, Michigan

EATON FEDERAL ADMIN OFFICE
Charlotte, Michigan

EATON FEDERAL BRANCH OFFICE
Various Michigan Locations

EBAY/PAYPAL
LaVista, NE and Omaha, NE

FOUNDERS TRUST
Grand Rapids, Michigan

FUSION EDUCATION GROUP
Grand Rapids, Michigan

**GERBER RESEARCH AND
TECHNOLOGY CENTER**
Freemont Michigan

GORDON FOOD SERVICE
Wyoming, Michigan

HERMAN MILLER
Various Locations Nationwide

INDEPENDENT BANK
Grand Rapids, Michigan

INTEGRATED ARCHITECTURE
Grand Rapids, Michigan

KAISER PERMANENTE
Oakland, California

**KELLOGG COMMUNITY
CREDIT UNION (KCCU)**
Wyoming, Michigan

**KENT COUNTY
CREDIT UNION (KCCU)**

Grand Rapids, Michigan

**MEIJER CORPORATE
HEADQUARTERS**
Walker, Michigan

MICHIGAN NATIONAL BANK
Grand Rapids, Michigan

MILLER JOHNSON ATTORNEYS
Grand Rapids, Michigan

NAI WISINSKI
Grand Rapids, Michigan

NEXVORTEX
Grand Rapids, Michigan

NORTHPOINTE BANK
Grand Rapids, Michigan

PECKHAM INC
Lansing and Flint, Michigan

**ROCKFORD CONSTRUCTION
HEADQUARTERS**
Grand Rapids, Michigan

**ROYAL CARIBBEAN CRUISE LINE
CAMPUS AND CALL CENTER**
Springfield, Oregon

ROYAL TECHNOLOGIES
Cullman, Alabama

SOUTHERN MICHIGAN BANK & TRUST
Various Locations in Michigan

START GARDEN
Grand Rapids, Michigan

STOW HEADQUARTERS
Holland, Michigan

THE CAMPBELL GROUP
Byron Center, Michigan

UNIVERSAL COMPRESSION
Houston, Texas

WHIRLPOOL CORPORATION
Benton Harbor, Michigan

WHAT'S IMPORTANT IN TODAY'S (+ TOMORROW'S) WORKPLACE?

While 2020 and the mandate to support distributed work have called into question "where the future of the workplace is heading," there are some key elements that will certainly influence today's and tomorrow's workplace.

HEALTHY / PRODUCTIVE SPACES

IA's focus on workplace design has and will continue to elevate the idea of healthy and effective places to work. Our efforts to integrate key office strategies like access to natural light, underfloor technologies, air quality enhancements, and wireless capabilities all contribute to healthier, more nimble spaces.

The reality is, companies change and need to adapt. The architecture that they work within needs to allow that change. User-enabled environments and programmability are essential building capabilities that IA has integrated into many corporate environments for global leaders in their respective industries such as, Whirlpool, Herman Miller, eBay, Gordon Food Service, Royal Caribbean Cruise Lines, and others.

2020 also heightened our focus on the critical importance of resident health and wellness. We are continuing our efforts that were started in earnest in the 1990s to design environments that:

- Are filled with natural light, a proven health benefit resulting in lower absenteeism, increased morale, fewer sick days, higher productivity and user satisfaction
- Optimal air quality both in how its distributed, how its filtered, and user control
- Materials and other building products selection to eliminate off-gassing and toxic VOC emission that can otherwise contribute to unhealthy atmosphere.
- Design of space use that better accommodates user interface and limits need for sanitizing.



DISTRIBUTED WORKING AND TEAM CULTURE

The practice of distributed working has been in place for a while now; however, COVID 19 quarantine restrictions gave us great testing grounds for a more robust version of this. And it proved a few things.

It's not a good thing for everyone, although 42 percent of companies now feel remote working can work for their workforce (compared to 14 percent before the pandemic). Remote working can affect employee productivity and a company's culture.

So while the distributed model may be more a part of our work lives moving forward, the real impact to design is creating workspaces that:

- Provide interaction with others in all settings; at your dedicated space, in conference areas, in casual spaces. This is enabled with furnishings and technology and room ergonomics. It also affects a greater sensitivity to acoustics and the reality that virtually, anywhere in the office, someone may need to be "connected"; and the resultant effects on others.

- The need to still accommodate on-site workstations, whether dedicated or reservable, especially understanding some cannot work efficiently and focused remotely.
- Focus on on-site collaborative settings with opportunities to solve challenges together in a more tangible way.
- Since the "office" may not always be the office, establish working protocols that can be mobile and help people stay healthy in any setting they choose.

Suffice it to say, our team at IA intends to stay ahead of the game on where and what can and should influence today's and our future's work environments. We bring that passion and thoughtfulness to all our clients and will, together with the WMW team lead through discovery and exploration what are the right ingredients to support and contribute to the WMW culture and its desire to create a healthy and productive workplace for the Straight Avenue Service Center.

CREATIVITY STARTS AT HOME

At 840 Ottawa IA's new urban HQ, we included design touches associated with the home environment and comfortable furnishings, particularly in breakout and collaborative spaces.

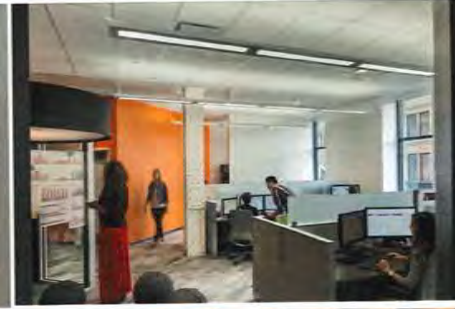
With generations who grew up with technology and are familiar with the notion of working any time, any place — we mixed residential and commercial features to make employees feel at home in the workspace. Design features include:

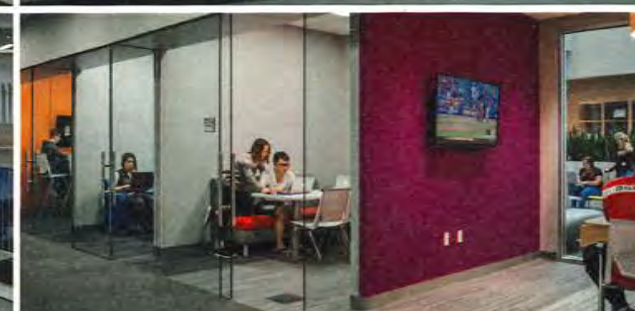
- Mix of textures/silhouettes
- Natural light/ambient lighting
- Wool rugs, large curtained windows
- Classic house plants
- Comfortable seating
- Durable upholstery
- Natural fibers

MAKE ROOM FOR SCREENS

Today's workplace physical environment has to adapt to accommodate screens, cameras and microphones, allowing teams to leverage technology and videoconferencing to its full potential.

- Smart interactive whiteboards
- Cameras and microphones that automatically hone in on speakers
- Multiple screens for larger meetings
- Reconfigurations based on acoustic needs





PIVOTAL SPACES

We are grouping furniture/desks into pivotal spaces for when teams need to co-locate. These specific areas containing movable furniture that can be reconfigured with ease. Other features include:

- Touchdown stations
- Digital whiteboards
- Dedicated videoconferencing rooms
- Work pods for individual work

Consumers Energy's John G. Russell Leadership Center and Davenport University's College of Business both successfully navigate large open spaces and still provide spaces where teams can huddle and work together.



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PROJECT APPROACH AND PROFESSIONAL EFFORT

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PROJECT APPROACH

PROJECT UNDERSTANDING

The City of Muskegon seeks to conduct a space needs analysis for City Hall operations. This analysis includes the Muskegon City Hall and the former Hackley Administration buildings. A comparison of the two buildings will consider the potential shift of the City of Muskegon operations from City Hall to the former Hackley Administration Building. Reviewing and analyzing the current workspaces in the City Hall building will help the City evaluate how to maximize the existing space in both buildings with a focus on office space needs and consideration for how each building serves the needs of the public.

The City of Muskegon seeks a team with technical expertise and creativity to analyze and recommend options to make this space functional and exciting.

Integrated Architecture
is that Team.

INDUSTRY PROFESSIONALS LEADING THE TEAM

Firm Principals, Scott Vyn and Darrel DeHaan have recent and robust project experiences in feasibility, space utilization studies, and master planning. Scott and Darrel have guided and led Ada Township and Isabella County teams in exploring and solving similar challenges within their municipalities. Work with both organizations continues with additional planning activities with Ada Township and the design of the Isabella County Jail and Sheriff's Office.

Also on board is Senior Associate, Kevin Simpson. Kevin is an IA Senior Project Architect and an American Disabilities Act (ADA) subject matter expert (SME). He shares his ADA experiences and expertise through active participation in client audit and assessment projects, panel discussions, and educational opportunities.

Scott and Darrel will leverage the talent of the IA team's architects and interior designers to support the project as needed. Should additional consultants be required, IA is supported by a cadre of professionals including, MEP consultants, structural engineers, civil engineers, and cost estimators, to complete the analysis necessary for a successful study. These professional consultants are industry leaders who partner with IA regularly.



SCOTT VYN, LEED AP
Design Principal



DARREL DEHAAN, AIA
Architectural Principal



KEVIN SIMPSON, AIA
Senior Project Architect
ADA SME

VISIONING & DISCOVERY

Our team uses a variety of unique discovery processes to allow the free expression of project goals and aspirations from all project stakeholders – from the staff and students through all levels of leadership. "Measures of Success" are carefully defined and organized into guiding project principles for the entire project team.

The focus of this visioning session is to:

- Study micro project influences
- Provide a forum for the development and discussion of key topics
- Develop qualitative/experiential project aspirations
- Define project measures of success
- Give project stakeholders a voice

This unique process forms the basis of project understanding, guiding the structured organization of project information through the Program Analysis Phase and into the conceptualization of the project. Without exception, this process of deep discovery results in transformative and innovative solutions.

The outcome of this exercise will provide a basis for measuring the project's viability from a cost, timing, and logistical standpoint, generating excitement and preparing the team for the next steps, including fundraising and implementation. The momentum already created is extremely positive, and we are ready to plug in immediately to advance the ball! We will provide leadership in the careful balance of immediate needs, desired amenities and planning for the future.

WHY IS THE DISCOVERY PROCESS IMPORTANT?

- Enables strong leadership to guide stakeholders and facilitate the process
- Establishes clarity in decision making process
- Creates principles and criteria that may be referenced over the lifecycle of the project
- Establishes project requirements
- Provides clear and concise communication of project drivers
- Identifies micro and macro influences
- Communicates the collective intent to all involved so a shared momentum is carried throughout

PROCESS AND DELIVERABLES

IA's proven approach, which we have developed over years of implementation, is very much about partnership. We call it DISCOVERY. While our firm provides the framework and leadership, the success of the process is dependent on the partnership we form with our client. The process is highly inclusive, seeking to find insights from all project stakeholders.

Our ability to start the process without preconceived solutions and carefully listen to the specific needs of each department and user group forms the foundation for planning. By listening to all, we can build consensus and a shared ownership in solutions, which will be critical in its ultimate evaluation. Before starting any project, we create a detailed schedule of effort, attributing tasks, team members, timing, and deliverables.

DISCOVERY PROCESS OVERVIEW

Project Kick-Off

Upon approval to proceed, the team from IA will assemble relevant drawings and information related to the current state of the facilities so that we have base plans to work upon.

We will then conduct a project kick-off meeting on-site with the Steering Committee to make introductions, present the process and schedule, define project parameters and responsibilities, and identify measures of success.

During these visits, our team will audit the existing facilities to confirm the current physical state. This audit will include confirmation of the existing layouts, systems, functions, and experiences.

Discovery Work Session(s)

This next stage of the process is focused on welcoming all stakeholders into the process, listening to their needs, and collecting insights to inform solutions. We will plan work session(s) in which our team meets with the appropriate users and project stakeholders to review the current state, future state, and specific needs.

We publish a space utilization questionnaire before the sessions so that all those providing input can come prepared and with the appropriate representatives. Information from these sessions is summarized and brought back to the steering committee for further review and refinement. It allows our team to make initial proposals regarding priority, adjacency, and workplace design.

We have assumed (4) two-hour sessions to cover the program. The sessions will be scheduled back-to-back over the course of a single day on-site. The sessions will include: Development Services, Finance & Administration, Public Safety and Public Works.

While the departmental work sessions are underway, others from the IA team will conduct code compliance, safety, and ADA investigations for the two sites/facilities.

Discovery Findings

The results of the Discovery efforts are presented to the Steering Committee to form the foundation of our planning. This will be an interactive session in which we start to analyze the current and future state of space use for the two sites.

Planning Review

The next work session includes a review of refined insight reports and findings. Our team takes the time to digest the visioning session outputs and translate them into usable analysis. Feedback on these initial findings is critical to allow the process to move forward with support and confidence.

Planning Refinement

The final committee meeting reviews revised reporting and associated graphics so that we can collectively narrow our focus toward preparing for the final report. The overall process results in meetings ending early in 2024.

Our project team is confident that the information developed during the Discovery Phase via the proposed process will provide a thorough conceptual analysis from which the City of Muskegon can make informed decisions and generate support.



WORK PLAN AND PROFESSIONAL EFFORT

CONCEPT PLAN timeline

PROGRAM CONFIRMATION

Proposal Submission (10.24.23)

Approval to proceed (TBD)

Kick off work session and site visit

Prepare / Issue departmental questionnaire prior to work session

Departmental Interviews (4 in person sessions @ 2 hours each)

ADA Assessment (on site review of both buildings / sites)

Security Assessment (on site review of both buildings / sites)

Translate Owner provided drawings into study graphics

Initial tabular program and findings

Work session I of tabular program and findings

Update of tabular program and findings

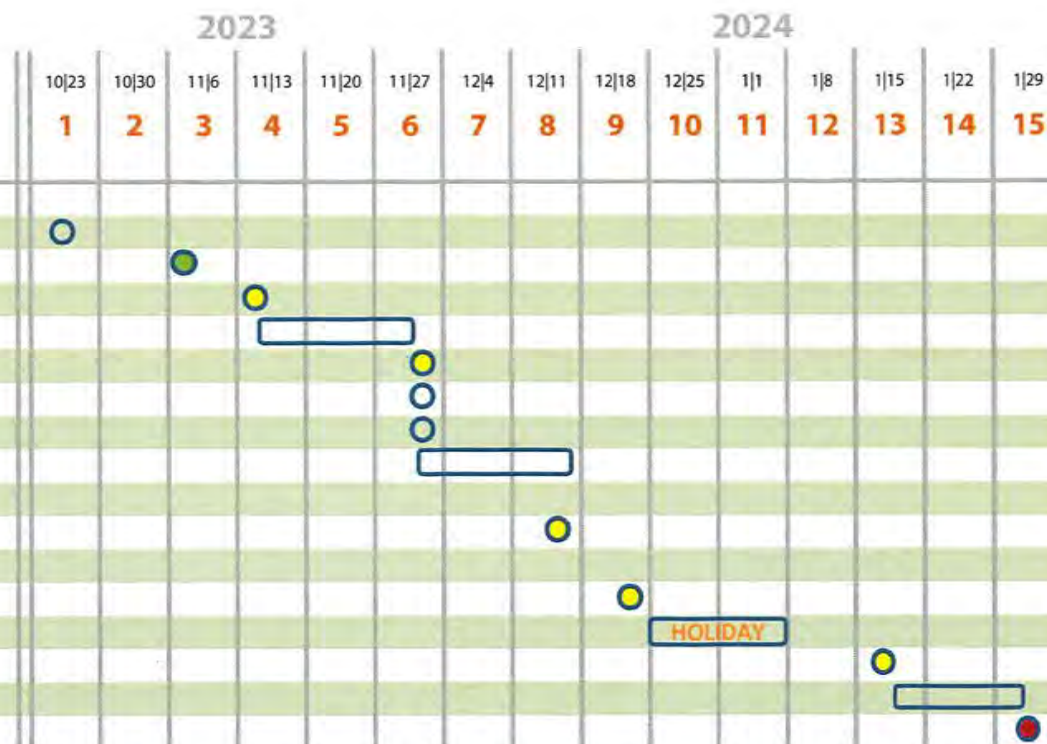
Work session II of tabular program and findings

Refinement of tabular program and findings

Work session III of tabular program and findings

Final adjustments to space needs analysis

Publish space needs analysis



PHASE / SERVICE	AMOUNT
Space Needs Analysis	\$29,260

DELIVERABLES

CURRENT STATE tabular program summary by department and by overall building (2)

FUTURE STATE tabular program summary by department and by overall building (2)

Identify programmatic resources and connectivities

Identify security issues and concerns

Assess ADA compliance, Storage Capacity, Vehicle capacity

EXCLUDED (all services available upon request)

Any design effort or implementation of space needs findings

Any formal presentations to the public or planning commission/city council

Additional departmental meetings or work sessions beyond the X-planned

Any other professional consultants such as, but not limited to, Civil, Structural,

Mechanical, Electrical, Plumbing, Acoustical, IT/AV Engineering

Creation of as-built building documentation - It is assumed plans suitable for this study will be provided.

Cost Estimating

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.0

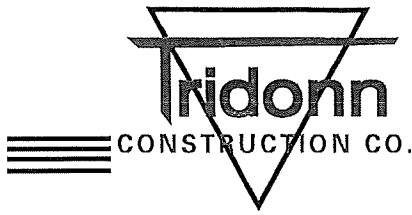
Commission Meeting Date: November 14, 2023	Title: Contract – City Hall 2 nd Floor Office Remodel
Submitted By: Jamie Pesch	Department: Development Services and Public Safety
Brief Summary: Staff is requesting authorization to accept Tridonn Construction Company's bid in the amount of \$247,234.00 to build out the vacant office space on the second floor of City Hall to serve the Development Services and Public Safety Departments.	
Detailed Summary & Background: The first phase of the office remodel was completed in 2020 for the Development Services Department; with the addition of public engagement staff and new employees in Development Services, more space is needed. Additionally, the Detectives in the Public Safety Department plan to relocate to a portion of the vacant space. \$200,000 was budgeted in the Public Improvement Fund for the work. The City issued an RFP for the work on July 27, 2023 and three (3) proposals were received: - Tridonn Construction – \$247,234 - Clifford Buck Construction – \$266,226 - Erhardt Construction – \$389,900 Staff is recommending award of the services to Tridonn Construction Company, which submitted the low bid for the work.	
Goal/Focus Area/Action Item Addressed: Blight cleanup (Goal 1 Focus Area). Investigate options to improve environmental sustainability for projects within the city (Goal 4 Focus Area).	
Amount Requested: \$247,234.00	Budgeted Item: Yes ☒ No ☐ N/A ☐
Fund(s) or Account(s): Contracted Services (701-801-80200)	Budget Amendment Needed: Yes ☒ No ☐ N/A ☐
Recommended Motion: I move to authorize staff to accept Tridonn Construction Company's bid in the amount of \$247,234.00 to build out the vacant office space on the second floor of City Hall to serve the Development Services and Public Safety Departments.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒	Guest(s) Invited / Presenting: Yes ☐ No ☒

Communication



Legal Review





1461 Evanston Avenue, Muskegon, MI 49442
231-777-2681 • Fax 231-777-2506

PROPOSAL

August 15, 2023

Jamie Pesch
City of Muskegon
933 Terrace St
Muskegon, MI 49443

Re: Muskegon City Hall Office Remodel
Second Floor

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:
Price includes furnishing all labor, material, equipment, safety aids, insurance's and clean up required to complete the project which includes the following;

- Selective demolition per plans
- Framing of new walls, Dry wall and Acoustical ceilings per plan
- New electrical outlets and lighting per plan
- New HVAC supplies and returns
- Two new mini split systems
- Ten new doors, frames & hardware
- Prime all new dry wall, painting all new dry wall and existing in the designated areas
- New carpeting and base in all designated areas
- Caulking of required areas
- 35- new blinds from "Just Blinds"
- Proposed timeline: 9-12-23 thru 12-11-23, pending award timeline, material lead times, permitting process and acceptance of plans and spec's for HVAC and Electrical
- Pricing based on limited plans and specifications

Excluded:

All of the above work to be completed in a substantial and workmanlike manner.

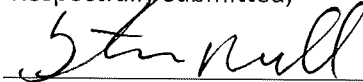
Total this Proposal: (\$247,234.00)

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

The Contractor agrees to carry Worker's Compensation and Public Liability Insurance, also to pay all Sales Taxes, FICA Taxes and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

This proposal is subject to your acceptance within 30 days.

Respectfully submitted,



Steven M. Null, Project Manager

snull@tridonn.com

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date _____ 20__

(Signature)

(Printed Name)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Tridonn Construction Company
1461 Evanston Avenue
Muskegon, MI 49442

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 52407
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Muskegon
933 Terrace Street
Muskegon, MI 49440

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

City Hall Remodel

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

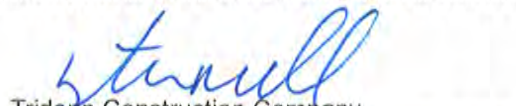
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

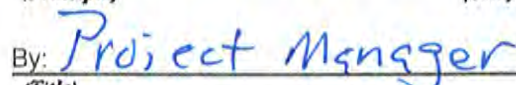
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of August, 2023.


(Witness)


(Witness)


Tridonn Construction Company
(Principal) (Seal)

By: 
(Title)

United Fire & Casualty Company
(Surety) (Seal)

By: 
(Title) Heather Buonodono, Attorney-in-Fact



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

(original on file at Home Office of Company -- See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

DENNIS E. SCULLY, BETH WALKER, DAN CUSENZA, SHANNON NYHUIS, LORI A. KING-CLYDE, JANICE STICKLES, HEATHER BUONODONO, JOCELYN PETERSEN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 24th day of June, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments, and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

24th day of June, 2021



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

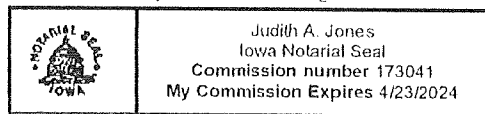
By:

Dennis J. Richmann
 Vice President

State of Iowa, County of Linn, ss:

On 24th day of June, 2021, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have herunto subscribed my name and affixed the corporate seal of the said Corporations this 15 day of August, 2023



By:

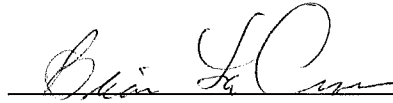
Mary A. Bertsch
 Assistant Secretary,
 UF&C & UF&I & FPIC

RESOLUTION OF THE BOARD OF DIRECTORS

I, Brian J. LaCross, do hereby certify that I am the duly elected and qualified President and seal of TRIDONN CONSTRUCTION COMPANY, a corporation organized and existing under the laws of the State of Michigan, and that the following is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with the law and the by-laws of said corporation on the 10th day of February 2023, and that such resolution is now in full force and effect:

RESOLVED, that Steven M. Null, Estimator/Project Manager of this Corporation is hereby authorized and directed to sign bonds and contracts on behalf of the corporation except when the Board of Directors shall instruct the same to be done by some other officer or agent.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Corporation, the 15th day of August 2023.

A handwritten signature in cursive script, appearing to read "Brian J. LaCross", is written over a horizontal line.

Brian J. LaCross
President

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

7.p

Commission Meeting Date: 11/14/23	Title: DDA and District Library Member Appointments
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: Consider appointment of: • Andrew Boyd to the DDA/BRA/TIFA Board for a partial term expiring 01/31/2025 • Thomas DeVoogd to the District Library Board for a term expiring 06/31/2027.	
Detailed Summary & Background: DDA/BRA/TIFA liaison requested consideration of Andrew Boyd, business owner in the district, to a term vacated by the resignation of Michael Johnson, Sr. Hackley Public Library Board of Trustees President recommended Thomas DeVoogd, citizen, to the District Library Board for a term vacated at the expiration of Clayton Hardiman's regular term in June 2023.	
Goal/Focus Area/Action Item Addressed: Maintain full board membership.	
Amount Requested:	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s):	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: Support the recommendation of city staff, Library Trustee and Community Relations Committee to appoint both applicants.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

10.a

Commission Meeting Date: 11/14/2023	Title: Conflict of Interest Disclosure
Submitted By: Sharonda Carson	Department: CNS
Brief Summary: Seeking approval to waive conflict pursuant to City Charter and State Law. City staff will be seeking to submit a request to the Department of Housing and Urban Development for an Exception for a Conflict of Interest for the City of Muskegon Community and Neighborhood Services (CNS) Department Priority Home Repair Program.	
Detailed Summary & Background: Under State law, a contract between a public entity and a public servant is permissible in this particular case when: 1) The public servant discloses in writing to the Mayor, seven days prior to City Commission action, their interest in the issue and the value of benefits to be provided by the City; 2) The official body discloses a summary of the transaction in its official minutes. Where a "conflict of interest" does exist pursuant to the City Charter, the City may still enter into the contract if all the following occurs: 1) The City Commission declares that it is in the best interest of the City to enter into the contract. The City Attorney and employee letter is attached.	
Goal/Focus Area/Action Item Addressed: <i>Refer to the 2022-2027 Long Term Goals document.</i>	
Amount Requested: \$1944.75 not to exceed \$3,000.00	Budgeted Item: Yes ☒ No ☐ N/A ☐
Fund(s) or Account(s): 472-718-801	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: To waive the conflict of interest pursuant to City Charter and State Law and request the Department of Housing and Urban Development for an exception approve the request of Conflict of Interest Exception for the City of Muskegon Community and Neighborhood Services Department Priority Home Repair Program.	
Approvals:	Guest(s) Invited / Presenting:

Immediate Division Head	☒	Yes ☐ No ☒
Information Technology	☐	
Other Division Heads	☒	
Communication	☐	
Legal Review	☒	

October 16, 2023

To: Honorable Mayor Ken Johnson
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Honorable Mayor,

I am writing to disclose a conflict of interest as an employee of the City of Muskegon. As an employee of the City of Muskegon, I am seeking benefits from the funds that are made available to the city and its programs through its partnership with HOME that improves affordable housing

This letter is written to request consideration for my application for electrical work through the Community Neighborhood Services HOME Repair Program. I am seeking \$ 1944.75 not to exceed \$ 3000.00 for the electrical. The electrical work will be:

Outlets to replace w/ GCFI (Porch- 4, Living Room -4, Kitchen- 1, Bedroom -1
Switches (Bedroom- 1, Laundry Room-2)
Lights (Bedroom Fan)
Mechanical/ Power vent Outlet
Laundry Room circuit and GFCI
Electrical Permit

I have been a resident of the City of Muskegon for almost 30 years. I have been a City employee for almost two years after 11 years with the County of Muskegon. I love living and working in Muskegon.

I purchased my home two years ago in 2021 after renting it for nine years. I am hoping to make gradual improvements but find it difficult on my single income.

Thank you for your consideration

Sincerely,


Ginger Martinez



PARMENTER
LAW

Visit 601 Terrace Street, Muskegon, MI 49440
Mail PO Box 786, Muskegon, MI 49443-0786
Web www.parmenterlaw.com

RECEIVED

JUL 5 2023

CITY OF MUSKEGON
PLANNING DEPT

June 29, 2023

Sharonda Carson
Community and Neighborhood Services
City of Muskegon
933 Terrace
Muskegon, MI 49440

Re: Conflict of Interest

Dear Ms. Carson:

You have requested our opinion as to whether a conflict of interest exists and, if so, how the conflict of interest can be waived relating to a contract involving the City of Muskegon ("City") for housing repairs to be paid for by the City using U.S. Department of Housing and Urban Development (HUD) funds. My understanding is that you are concerned with three situations:

- 1) A request by a city employee for a house owned by the employee;
- 2) A request by a city commissioner for a house owned by the city commissioner;
and
- 3) A request by a family member of a city commissioner for a house owned by the family member.

Based on the scope of this letter, there are three different applicable provisions. They are:

1. The City Charter;
2. The Contacts of Public Servants with Public Entities Act; and
3. Federal regulations concerning the use of Community Development Block Grant monies ("CDBG").

As articulated below, the City Charter, State law and Federal regulations differ as to whom is covered, the definition of a "conflict of interest" and the process to waive a "conflict of interest". Because there is no uniformity as to when there is a "conflict of interest" or who is covered by provisions prohibiting conflicts of interest and no single process to waive the conflict of interest, City staff and this office will need to evaluate "conflicts of interest" on a case-by-case basis and evaluate the facts and law.

City Charter

The City Charter Chapter III, Section 11 defines "conflicts of interest" and establishes a process to waive a "conflict of interest". The City's Charter has a very narrow scope as to persons covered by the prohibition. The charter provides:

No officer or employee of the city shall be directly or indirectly interested in the sale to or purchase from the city of any property or be directly or indirectly interested as principal, surety or otherwise, in any contract except his contract of employment, the expense or consideration whereof is paid under any ordinance, motion, or resolution of the commission.

The Charter defines "officer" to include the seven elected commissioners. As such, the City's Charter would prohibit a contract between the City and an employee or city commissioner from the use of CDBG funds to repair the employee's or city commissioner's house. There would not be such a conflict of interest in a contract between the city and a family member of a city commissioner, unless the city commissioner benefits from the contract. If the city commissioner benefits from the contract between the city and the family member, then there is a "conflict of interest".

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

- 1) The City Commission declares that it is in the best interest of the City to enter into the contract;
- 2) The meeting minutes reflect that entering into the contract is in the best interest of the City; and
- 3) The contract is approved by unanimous vote of the members.

The phrase "unanimous vote of the members" means an affirmative vote of all of the *qualified* members. A city commissioner, whose conflict disqualifies them from voting, is deemed the same as a vacancy when determining the number of members of the City Commission. Thus, all officials, other than the conflicted member, must vote affirmatively to enter into the contract in order to meet the City Charter's "conflict of interest" waiver requirements.

State Law

In an effort to ensure transparency in government, the Contracts of Public Servants with Public Entities Act, being MCL Section 15.320, et. seq., requires members of a public body to disclose certain financial interests they have in matters related to contracts with the public entities they serve. A "public servant" is defined as all persons serving any public entity. Prohibited conduct arises when a "public servant" is a party to a contract between themselves and the public entity which they serve. The Act also prohibits a public servant from taking part in the negotiations, the renegotiation or amendment of the contract, the approval of the contract or representing either party in the transaction. The "public servant" includes:

- 1) The public servant themselves;
- 2) Any unincorporated association which he or she is a partner, member, or employee;
- 3) Any private corporation of which he or she is a director, officer, or employee, or owns a certain amount of stock ownership; and
- 4) Any trust of which he or she is a beneficiary or trustee.

Specifically excluded are employees who work 25 hours per week or less for the public entity.

State law defines “public servant” to include the seven elected commissioners and city employees. As such, State law would prohibit a contract between the City and an employee or city commissioner from the use of CDBG funds to repair the employee’s or city commissioner’s house. There would not be such a conflict of interest in a contract between the city and a family member of a city commissioner, unless the city commissioner benefits from the contract. If the city commissioner benefits from the contract between the city and the family member, then there is a “conflict of interest”.

Where a “conflict of interest” does exist pursuant to State law, the public servant must not take part in any negotiation or approval of the contract or representation of any party to the contract. Further, if a conflict of interest pursuant to State law exists, a contract between a public entity and a public servant is permissible when:

- 1) the public servant discloses in writing to the Mayor, seven days prior to City Commission action, their interest in the issue and the value of benefits to be provided by the City;
- 2) the contract is approved by a vote of 2/3 of the full membership of the approving body without the vote of the public servant making the disclosure; and
- 3) the official body discloses a summary of the transaction in its official minutes.

Federal Regulations

If CDBG monies are being used to fund a program or project, staff will need to decide if there is any person covered by Federal regulations prohibiting a conflict of interest involved. The Federal regulations provide that:

The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to [Community Development Block Grant (“CDBG”)] activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year *thereafter*.

24 CFR 570.611 (b). The prohibition applies to “any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds”. 24 CFR 570.611 (c).

Federal regulations would prohibit a contract between the City and an employee or city commissioner from the use of CDBG funds to repair the employee’s or city commissioner’s house. In addition, because a city commissioner would be in a position to participate in a decision-making process with respect to a CDBG-assisted activity

with an individual having an immediate family tie, then there would be a "conflict of interest" in a contract between the city and a family member of a city commissioner.

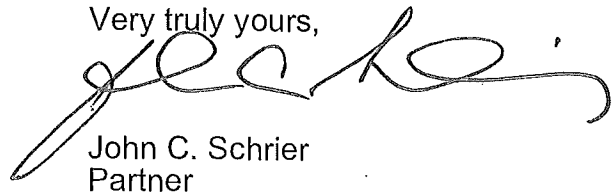
HUD may waive the conflict of interest if:

- 1) the person provides a detailed description of the nature of the conflict of interest in writing. The notice should describe the role of the person in the city government, the role the person has with the person or entity seeking Federal funds, and whether the person benefits, directly or indirectly, from the proposed contract;
- 2) there has been public disclosure of the conflict of interest. The disclosure should be posted consistent with the method of providing notice of the City Commission meetings as well as posting the notice on the City's website, Facebook page and any other social media sites. Disclosure should also occur at the public meeting, both included in the cover sheet and verbal disclosure in the meeting, of the HUD guidelines and the nature of the conflict;
- 3) the minutes of the meeting where the City Commission approves the contract should reflect the HUD guidelines, a detailed description of the conflict, and recusal of the person in the process, and if it is the Mayor or a Commissioner the minutes should reflect the recusal;
- 4) the City attorney opines that the interest for which the exception is sought would not violate State or local law; and
- 5) City staff submits a written request to HUD that explains the following:
 - a) the public disclosure of the conflict of interest;
 - b) the method through which the public disclosure of the conflict of interest was made; and
 - c) how granting the exception will serve to further the purposes of the Act and the effective and efficient administration of the participating jurisdiction's program or project.

HUD may grant an exception to the provisions *on a case-by-case basis* when it determines that the exception will serve to further the purposes of the Act and the effective and efficient administration of the participating jurisdiction's program or project. 24 CFR 570.611 (d).

If you have any questions, please feel free to contact me.

Very truly yours,



John C. Schrier
Partner



Direct P: (231) 722-5401
Direct F: (231) 722-5501
Email: john@parmenterlaw.com

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

10.b

Commission Meeting Date: 10-24-23	Title: Fire Engine Replacement Purchase
Submitted By: Timothy Kozal, Director of Public Safety	Department: Fire
Brief Summary: The Fire Department seeking approval to purchase a firefighting pumper apparatus to replace a 2010 fire apparatus.	
Detailed Summary & Background: The Fire Department is seeking approval to purchase 2023 Spartan Star Series pumper from CSI Emergency Apparatus LLC of Graying Michigan for \$972,276.00. This pumper will replace Engine 25, a 2010 Spartan Metro Star with 137,043 miles. The mandatory replacement for frontline fire apparatus is 15 years. The expected delivery date of this purchase is approximately 600 days or June of 2025. We did receive a bid for a Pierce Enforcer from Halt Fire of Wixom Michigan for \$1,167,753.00. Sutphen Fire Apparatus of Dublin Ohio stated they would not be taking orders until January of 2024. A mandatory diesel emissions standard will go in effect in 2024. Manufactures are warning of a \$150,000 price increase to meet the new emissions standards.	
Goal/Focus Area/Action Item Addressed: Goal 4, Action Item 2022-4.1 Identify specific major capital projects across all departments.	
Amount Requested: \$972,276.00	Budgeted Item: Yes ☒ No ☐ N/A ☐
Fund(s) or Account(s): 101-336-977	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: To approve staff to enter into a purchase agreement with CSI Emergency Fire Apparatus for a 2023 Spartan Star pumper.	
Approvals: Immediate Division Head ☒ Information Technology ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

Other Division Heads	☐	
Communication	☐	
Legal Review	☐	

CSI Emergency Apparatus
2332 Dupont Street
Grayling, MI 49738

Phone: 989-348-2877
Fax: 989-348-8233



CSI Emergency Apparatus
1650 Callaghan
Greenville, MI 48838

Phone: 616-225-9200
Fax: 616-225-1271

Muskegon Fire Department, Michigan
– Sales Contract
770 Terrace St, Muskegon, MI 49440

THIS CONTRACT (“Contract”) is made by and between CSI Emergency Apparatus, LLC (“CSI”) representing Spartan Emergency Response and the **Muskegon Fire Department, Muskegon, Michigan** (“Customer”). This Contract will not become binding upon CSI until it is executed by an officer of CSI, and accepted by the Spartan Emergency Response and the effective date of the Contract (“Effective Date”) will be the date that the CSI officer executes the Contract from the Spartan Emergency Response. The parties hereby agree as follows:

- I. Subject to the terms of this Contract, CSI shall represent Spartan ER to furnish, and the Customer shall purchase, the apparatus and equipment (“Apparatus and Equipment”) described and in accordance, in all material respects with the specifications (“Original Customer Specifications”) submitted with the Spartan bid proposal (the “Bid Proposal”). In the event there is any conflict between original customer specification and the bid proposal, the bid proposal will prevail.
- II. This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date, unless noted otherwise in the Bid Proposal.
- III. Spartan shall have the apparatus ready for final inspection and delivery to CSI from Spartan’s Brandon South Dakota facility, within **600** days, excluding any additional dealer make ready days described below. This delivery timeframe is subject to modification if there are customer driven delays to holding any construction meeting and/or if there are customer driven delays to returning the corresponding signed CO’s to the factory. All change orders must be approved by the date designated on the Spartan provided change order or the added days of production noted on the change order will be added to the above-mentioned delivery timeframe. Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time Spartan requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer’s delay, but in any event by at least the duration of Customer’s delay.
- IV. In exchange for the Apparatus and Equipment, Customer agrees to pay the sum of **Nine Hundred Seventy Two Thousand Two Hundred Seventy Six Dollars \$972,276.00** (Purchase Price”). Pending Spartan Engineering approval on the requested panel changes. Contract amount will not change without written customer approval.

The final balance payment of **\$972,276.00** is due upon delivery to Customer. Project changes orders as approved by the purchasing authority will be applied to the final invoice. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments.

The Apparatus shall NOT be placed in service prior to payment in full, NO EXCEPTIONS.

- V. Any applicable taxes not specified or noted above will be paid by Customer directly. If Customer claims exemption from any tax, Customer’s applicable exemption certificate shall be provided with this contract or your Tax ID number provided below to hold CSI harmless from any such tax, interest or penalty which may at any time be assessed against CSI.

PROUDLY REPRESENTING **SPARTAN ER**



- VI. Acceptance of Apparatus and Equipment shall occur after completion of a final inspection by a representative of Customer at a factory location of Spartan, completion of any discrepancy list, and shipment of Apparatus and Equipment from Spartan's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, less CSI dealer up-fit item and loose equipment outlined as such in the Bid Proposal. CSI will not surrender the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until CSI has received full payment of the Purchase Price (and taxes if applicable).
- VII. Customer shall indemnify CSI against, and hold CSI, its agents, employees, officers and directors harmless from, any and all claims, action, suits and proceedings, costs, expenses, damages and liabilities, whether based in negligence, tort, strict liability or otherwise, including attorney's fees and costs, arising out of, connected with, or resulting from this Contract or the Apparatus or Equipment, except to the extent such claims, action, suits and proceedings, costs, expenses, damages or liabilities arise from CSI's breach of its obligations under this Contract. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity available to Muskegon Fire Department.
- VIII. CSI or Spartan shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, freight embargoes, order of any court, strike, lockout, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.
- IX. Any order or contract resulting from this proposal shall be cancelable only under terms that will indemnify CSI from loss.
- X. The Apparatus and Equipment shall remain the property of CSI until the entire Purchase Price for each item of Apparatus and Equipment has been paid. In case of a default in payment, CSI may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date CSI takes possession.
- XI. This Contract will only be binding after it is signed and approved by the customer and an officer of CSI. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties. The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.
- XII. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

Key proposal documents referenced for above contract are:

- **One (1) Spartan ER Fire Apparatus as outlined in our bid proposal package as follows:**

a) **Bid Proposal Specifications Dated:** **08-21-2023**

b) **Proposed Specification adjustment Dated:** **09-20-2023**

c) **Proposal Letter Dated:** **10-12-2023**

This contract is agreed to by the parties as of the Effective Date.

CSI Emergency Apparatus

Purchasing Authority:

Muskegon Fire Department

By: _____
CSI Emergency Apparatus Officer Signature

By: _____
Authorized Signer

Print Name

Print Name

Title: _____

Title: _____

Date

By: _____
Authorized Signer

Print Name

Title: _____

Authorities Tax ID Number

Date

Authorities name as it is to appear on the vehicle title

Authorities address as it is to appear on the vehicle title

City State Zip
Authorities City, State, Zip as it is to appear on the title



CSI Emergency Apparatus, LLC
2332 Dupont Street
Grayling, MI 49738
www.csiea.com

Phone: 989-348-2877
Fax: 989-348-8233

City of Muskegon Fire Department

Apparatus Proposal Pre-Payment Discount Offering

CSI Emergency Apparatus has provided the following pre-payment options for your consideration. In order for the prepayment amounts below to be valid, the prepayment amount needs to be decided at the time of purchase.

Payment Discount Type	Prepayment Amount	Discount	Balance Due on Delivery
100% Prepayment at time of contract	\$ 923,286.00	\$ 48,990.00	\$ -
80% Prepayment at time of contract	\$ 777,820.80	\$ 38,920.00	\$ 155,535.20
50% Prepayment at time of contract	\$ 486,138.00	\$ 23,765.00	\$ 462,373.00

The above Balance Due on Delivery values do not include any change orders or additions that may be applied to the project during production. All change orders or additions to the project will be provided to the purchasing authority in writing for approval before they are completed.

If you choose to pay this unit COD, there is an additional discount of \$4,875.00 available by omitting the included performance bond.

Proudly Representing:





CSI Emergency Apparatus, LLC
2332 Dupont Street
Grayling, MI 94738
Phone: 989-348-2877

October 12, 2023

City of Muskegon Fire Department
770 Terrace St
Muskegon, MI 49440

Ladies and Gentlemen:

CSI Emergency Apparatus is pleased to offer you, upon an order being placed by you, the below proposed Spartan Emergency Response Fire Apparatus. The apparatus and equipment as presented in our proposal includes no State, Federal, or local taxes.

The bid price per our proposal including a performance bond is as follows:

One (1) Spartan Star Series Pumper	\$	972,276.00
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The Apparatus and Equipment shall be ready for final inspection at the Spartan Emergency Response factory located in Brandon South Dakota, within **600** days after the effective date. Any delays by the customer in providing additional desired specifications, change approvals, required inspection schedules, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery days by the amount of time Spartan Emergency Response requires, in its sole but reasonable discretion, to provide the Apparatus and Equipment following the customers request and or delay.

Delays in delivery by strikes, war or international conflict, failures to obtain chassis, materials, or any other causes beyond our control shall not be held against CSI Emergency Apparatus as your authorized Spartan dealer.

Payment Structure for apparatus as proposed:

- * We have bid the apparatus with COD terms, payment do at the time of delivery. See following page for pre-payment discount options.

The bid price is good until October 13, 2023. Extensions may be granted upon request.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt R. Holzhei", followed by a horizontal line.

Matthew Holzhei
General Manager
CSI Emergency Apparatus

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

10.c

Commission Meeting Date: November 14, 2023	Title: Final Planned Unit Development Approval – 2400/2850 Lakeshore Dr
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request for final Planned Unit Development approval at 2400 and 2850 Lakeshore Dr for a mixed-use development including residential and commercial, by Parkland Acquisition Six, LLC.	
Detailed Summary & Background: The Planning Commission recommended approval of the PUD, with conditions, by a 6-0 vote at their November 6 meeting.	
Goal/Focus Area/Action Item Addressed: Goal 1: Destination community & quality of life / Improved access to the waterfront. Goal 2: Economic development, housing, and business / diverse housing types / Neighborhood commercial center development.	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: To approve the request for final Planned Unit Development approval at 2400-2850 Lakeshore Dr, contingent upon the acquisition of the property by Parkland Acquisition Six, LLC based on the PUD review standards listed in Article 21, number 1, part C - 1 through 7 of the zoning ordinance, with the following conditions: 1. A traffic study be conducted, reviewed, and published by the Public Works Director. 2. A stormwater permit is granted from the Engineering Department. 3. A utility plan is approved by the Public Works Director. 4. All applicable permits from various State Departments are obtained. 5. A revised plan showing fire access to the marina slips is approved by the Fire Marshall. 6. A landscape management plan will be submitted and approved by DPW Director inclusive of the natural vegetation zone.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☒ No ☐

Staff Report
November 6, 2023

Hearing, Case 2023-30: Request for preliminary and final Planned Unit Development approval at 2400-2850 Lakeshore Dr, by Parkland Acquisition Six, LLC.

SUMMARY

1. The properties are zoned I-2, General Industrial and OSR, Open Space Recreation. The applicant is proposing a mixed-use development under the Planned Unit Development section of the zoning ordinance. The I-2 section of the ordinance states “Planned developments may be allowed by the Planning Commission under the procedural guidelines of Section 2101. The intent of Planned Unit Developments in the I-2 General Industrial District is to allow mixed land uses, which are compatible to each other.” The Planning Commission must vote on approval or denial of the preliminary PUD and also vote on a recommendation of the final PUD to the City Commission.
2. The site is currently under environmental review and cleanup.
3. The development could include up to 2,314 units (18.8 D.U./AC). This would include single-family houses, townhouses, small condo buildings (10-12 units each), large apartment/condo buildings (48 units each) and mixed-use apartments (55 units total). Some of the proposed single-family lots to the east of the proposed restaurant could be combined to create larger buildable lots. Please see the enclosed documents depicting the design guidelines that each housing type will have to follow.
4. The development proposes 42,780 sf of retail/office space. Buildings A1-A4 and MU1-MU-4 would allow for permitted uses allowed in the B-2 district of the zoning ordinance.
5. The development would be accessed by three public streets that enter the development off of Lakeshore Dr. Sidewalks have been proposed near every cross street located off of the south side of Lakeshore Dr.
6. The proposed marina includes 251 private boat slips and 1400 linear feet of transient spaces.
7. Residential lots abutting the water could potentially apply for permits from EGLE for individual boat docks that would need their own separate permits.
8. Please see the site regulation standards listed on the site plan. The tallest buildings on the site would be the multi-family buildings along Lakeshore Dr at six stories.
9. Street trees will be provided every 34-45 feet.
10. The bike path along Lakeshore Dr has been moved off-street.
11. Wayfinding signage will be placed throughout the development to direct pedestrians to publicly-accessible amenities.
12. Sidewalks, bike paths, and walking paths are depicted in red on the site plan.
13. The proposed restaurant/music venue will have quiet hours from 11 p.m. to 10 a.m.
14. The proposed streets are public and there will be not fences/gates within the development except piers 1-4, dog park, sports courts, playgrounds, pools, dumpsters and above ground utility screening.
15. All public amenities will be owned and maintained by the development association in perpetuity. Public amenities include:
 - Fishing and kayak launch (#17 on site plan)

- Break wall/fishing/shopper docks (#27)
- Restaurant with public restrooms (#13)
- Nature boardwalk (#15)
- Public parklet with fishing dock (#16)
- Public fishing and kayak launch (#17)
- Multi-modal trail connector (#18)
- Dog park and pollinator garden (#22)
- Playground (#23)
- Woodland preservation area and on-leash dog park (#24)

16. Please see the enclosed Phasing Plan.

17. A proposed traffic circle has been added after receiving public feedback but will need to be further studied for applicability. The developer does own the two properties on the south side of Lakeshore Dr needed to accommodate a traffic circle.

STANDARDS FOR APPROVAL OF PLANS

The Planning Commission shall approve, deny or modify preliminary PUD plans, based upon the following standards. Likewise, the City Commission shall approve, deny, or modify final PUD plans (after review and recommendation by the Planning Commission) based upon the following standards. Staff will comment on each of these standards in green and individual Planning Commission members will be asked to vote whether they agree if these criteria have been met or not.

1) The uses proposed will have a beneficial effect, in terms of public health, safety, welfare, or convenience of any combination thereof, on present and potential surrounding land uses. The uses proposed will not adversely affect the public utility and circulation systems, surrounding properties, or the environment.

Agree. The plan offers mixed-uses that are harmonious to the surrounding uses in the neighborhood. The addition of parks and public amenities will provide the public with useful recreational opportunities. The addition of housing units is severely needed as shown by the Housing Needs Assessment.

2) The uses proposed should be consistent with the land use plans adopted by the City.

The future land use map in the Master Plan depicts this property as “Lakeshore.” Lakeshore is defined as “Mixed-use development and recreational, water-related activities located along the Muskegon Lake shoreline. The large lot sizes, uniquely shaped parcels, and wide range of permitted uses, Planned Unit Developments (PUD) are common in this land use category.”

3) The amount of open space provided, which the Planning Commission or City Commission may modify even though such modifications do not conform to that required in other sections of this ordinance.

Staff believes the applicant has provided enough open space for this type of development. There are almost 276,000 sf of public amenity areas, including over 970 linear feet of waterfront access and 1,973 linear feet of public boardwalk.

4) The amount of off-street parking areas, which the Planning Commission or City Commission may modify even though such modifications do not conform to that required in other sections of this ordinance.

The single-family houses will all be able to provide at least two parking spaces, which is required by the zoning ordinance. The mixed-use and apartment/condo buildings all provide adequate parking of at least a 1:1 ratio, which is traditionally required by these types of developments. Additional parking spaces can be found throughout the development on the street and around the boat storage building.

5) The amount of landscaping and buffering areas, which the Planning Commission or City Commission may modify even though such modifications do not conform to that required in other sections of this ordinance.

Each building type will have to follow the same landscaping requirements as required by the zoning ordinance. See Section 2333 (Landscaping, Fencing, Walls, Screens & Lighting) of the zoning ordinance for requirements.

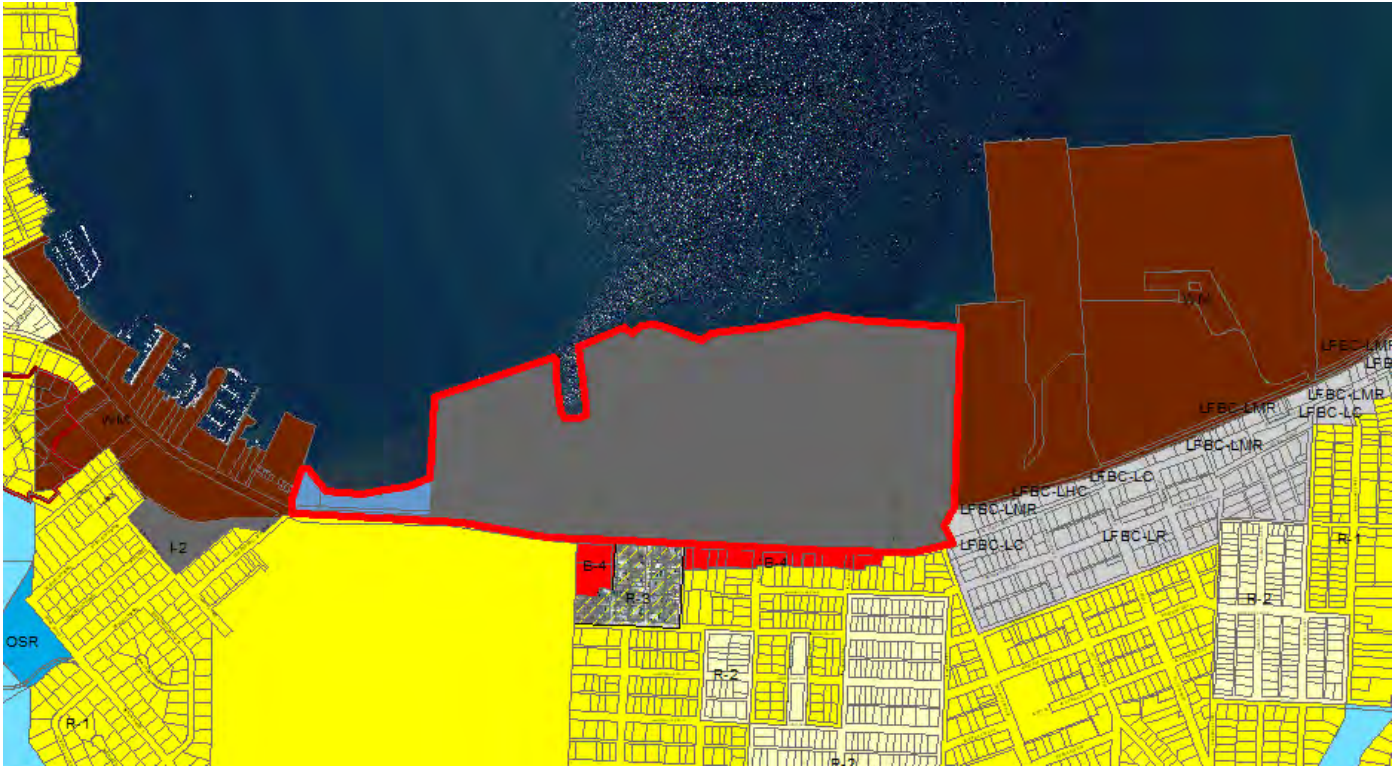
6) The protection or enhancement of significant natural, historical, or architectural features within the proposed development area.

The proposed plan accounts for over three acres of protected woodlands identified as P10 & P11 on the plan. Natural enhancements include walking paths, a nature boardwalk, fishing docks and kayak launches.

7) The uses proposed will result in safe, convenient, uncongested and well defined vehicular and pedestrian circulation systems.

Yes. Any approvals should be contingent upon a traffic study approved by the Public Works Director.

Zoning Map



Aerial Map



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. _____

An ordinance to approve the final planned unit development at 2400/2850 Lakeshore Dr.

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 2400/2850 Lakeshore Dr to Planned Unit Development, contingent upon the acquisition of the property by Parkland Acquisition Six, LLC.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE
(Rezoning of 2400/2850 Lakeshore Dr to Planned Unit Development)

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 14th day of November, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2023 _____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on November 14, 2023, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 2400/2850 Lakeshore Dr to Planned Unit Development.

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

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

Published _____, 2023

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354



Windward Pointe

Stormwater Management Design Strategy

Criteria

Stormwater management for proposed Windward Pointe will meet the rigorous criteria established by the Muskegon County Water Resources Commissioner and the City of Muskegon.

- The City of Muskegon and their stormwater consultant team will review the design calculations and construction documents prior to construction of site infrastructure.
- A stormwater permit will be obtained from the City of Muskegon prior to the start of infrastructure construction.

Historical Site

Throughout Muskegon's history, stormwater runoff has been considered a "nuisance" that had to be disposed of quickly and without regarding to its real value. This is evidenced on the Windward Pointe property, which was the site of an industrial-era paper mill for many decades. The site was largely impervious, and stormwater runoff was allowed to simply flow away from the site with zero or very little clean-up or treatment techniques.



Windward Pointe Goals

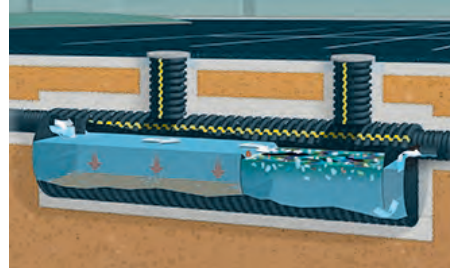


Recently it has been recognized that effective stormwater management means that we need to treat rainfall as a *resource that should be protected*, helping to ensure that future generations can enjoy the unique resources that we are blessed with. Windward Pointe shares this vision and goal for sustainability in its stormwater management design strategy.

Techniques

Stormwater runoff from streets can carry sediment, debris, chemicals, and pollutants, which must be cleaned and treated prior to discharge into our waterways.

- Underground infrastructure will include sediment trap sumps in catch basins and stormwater quality units (SWQU). SWQUs are designed to treat stormwater to remove debris collected in runoff including trash, sediment, oils, and other suspended solids.



- Windward Pointe will also employ sustainable design measures such as planting strips, infiltration beds, bioretention cells, and bioswales to capture and treat stormwater runoff. Examples are shown below:



Standards

The design for the site will meet the standards set forth by the City of Muskegon, Muskegon County Water Resources Commissioner, and the Michigan Department of Environment, Great Lakes, and Energy. In particular, water quality will be the primary focus of stormwater management at Windward Pointe. To accomplish this, the project will be required to utilize Best Management Practices (BMPs) that provide treatment for approximately 3.3 million gallons of stormwater runoff, meeting County and City criteria for sediment and pollutant removal. These measures will include employing the techniques noted above.

October 25, 2023

Jon Rooks
Parkland Acquisition Six, LLC
75 W Walton Avenue STE A
Muskegon, MI 49440

City of Muskegon
Planning Department
933 Terrace Street
Muskegon, MI 49440

RE: Windward Pointe Lot and Building Parameters for homesites, condo mansion lots, and multi-family buildings

Detached Single Family Lots [Aligned Lots and Staggered Lots]

1. The homesite dwelling unit shall have a minimum living area (excluding all basement area) of one thousand (1000) square feet with a minimum five hundred (500) square feet at the first floor. There is no maximum square footage. The second floor must be equal to or smaller than the first floor beneath including any garage.
2. Where the homesite design involves a roof pitch, it shall be a minimum pitch of 6/12, that is, for every twelve inches (12") of lateral run, the roof shall rise six inches (6"). In the case of additions or alterations to principal structures, the roof pitch shall be a minimum pitch of 6/12.
3. The roof shall have a snow load rating that meets the current Michigan Building Code.
4. Roof drainage shall be provided to direct storm or meltwater away from the foundation including hip, gambrel and mansard roofs.
5. Siding and trim systems shall be of an industry standard gauge suitable for on-site-built homes.
6. The dwelling unit shall have a minimum width of eighteen (18) feet across any front, side, and rear elevation view.
7. The front elevation view may have a design offset including but not limited to; bay windows, covered porches, or structural offsets from the principal plane of the building.
8. Any single-story, residential structure shall not be more than four (4) times longer than its width (exclusive of an attached garage).
9. Garage doors may not compromise more than seventy-five percent (75%) of the front face of the structure.
10. Newly constructed homes must be set back twenty-four (24) feet from the front property line.
11. The dwelling unit shall be firmly attached to a permanent foundation constructed on the site in accordance with the current building code, manufacturers specifications, and any other applicable requirements.

12. Any crawlspace, partial or full height basement that may exist between the foundation and ground floor of the dwelling unit shall be fully enclosed by an extension of the foundation wall along the perimeter of the building.
13. There will be no mobile home dwelling units permitted on any lot except manufactured / modular homes that meet building code.
14. There will be no mobile home dwelling units, including their undercarriage and wheel apparatus, permitted on any lot except manufactured / modular homes that meet building code.
15. The dwelling unit shall be connected to a public sewer and water supply when available, as defined by the Plumbing Code. Backflow preventers are required in the basement or crawl space of each home.
16. The compatibility of design and appearance shall be in accordance with the condominium by-laws.
17. The dwelling unit shall contain no additions of rooms or other areas which are not constructed with similar quality workmanship as the original structure, including permanent attachment to the principal structure and construction of a foundation as required herein.
18. The dwelling unit shall comply with all pertinent structural, building and fire codes.
19. All construction required herein shall be commenced only after a building permit has been obtained in accordance with the Building Code.
20. Each dwelling unit shall have an established vegetative ground cover in less than 12 months after occupancy. A minimum of two trees, two inches (2") in diameter, four feet (4') from the ground or six-foot (6') evergreen trees shall be provided.
21. Detached outbuildings, including garages, are allowed up to five hundred (500) square feet maximum at the rear yard of non-waterfront lots or the front yard of waterfront lots.
22. Front Yard Setback (Aligned and Staggered Lots): Minimum twenty-two (22') feet from the front property line.
23. Rear Yard Setback (Aligned and Staggered Lots on waterfront): Minimum fifteen (15') feet from the Ordinary High Water Mark.
24. Side Yard Setback: Aligned Lots and Staggered Lots shall maintain a minimum side yard setback of five (5) feet and zero (0) feet respectively. Buildings must also maintain a minimum of building-to-building separation to comply with Fire Code.
25. Eaves, bay windows, egress wells, fireplaces, uncovered steps, and egress wells may encroach into all yard setbacks up to three (3) feet.
26. Maximum Building Height: Three stories, plus basement or fifty-five (55) feet to the peak of any gable, gambrel or hip roofs, or to the top of any flat roofs, whichever is less.
27. Building height does not include chimneys, spires, cupolas, dormers, finials, antennae, railings, roof decks and access to the roof deck.

28. All stories above grade may contain any combination of conditioned living space, outdoor space (covered or uncovered) and garage area.
29. One six hundred (600) maximum square foot, uncovered roof deck allowed above three (3) stories. No limit on first three (3) stories.
30. Garages are required with a maximum of three (3) stalls.
31. One (1) stall maximum carport is allowed in addition to the garage attached or unattached to any building.
32. Full or partial basements are allowed that are finished or unfinished.
33. Front balcony and porches are allowed and may be up to three (3) stories tall on the front elevation.
34. Rear balcony and porches are allowed and may be up to three (3) stories tall on the rear elevation.
35. Wraparound balcony and porch are allowed and may be up to two (2) stories tall.
36. Minimum eight (8) feet of separation between any buildings on the same lot.
37. All architectural designs must comply with the Condominium Association's bylaws, master deed, rules and regulations.

Mansion Lots [Front Loaded and Rear Loaded]

38. The 'mansion' (condo and apartment) dwelling unit shall have a minimum living area (excluding all parking area) of four hundred (400) square feet. There is no maximum square footage. There may be up to 12 units per building structure.
39. Where the homesite design involves a roof pitch, it shall be a minimum pitch of 6/12, that is, for every twelve inches (12") of lateral run, the roof shall rise six inches (6"). In the case of additions or alterations to principal structures, the roof pitch shall be a minimum pitch of 6/12.
40. The roof shall have a snow load rating that meets the current Michigan Building Code.
41. Roof drainage shall be provided to direct storm or meltwater away from the foundation including hip, gambrel and mansard roofs.
42. Siding and trim systems shall be of an industry standard gauge suitable for on-site-built homes.
43. The dwelling unit shall have a minimum width of fourteen (14) feet across any front, side, and rear elevation view.
44. The front elevation view may have a design offset including but not limited to bay windows, covered porches, or structural offsets from the principal plane of the building.
45. Garage doors may not compromise more than sixty-five percent (65%) of the front face of the structure.
46. The dwelling unit shall be firmly attached to a permanent foundation constructed on the site in

accordance with the current building code, manufacturers specifications, and any other applicable requirements.

47. Any crawlspace, partial or full height basement that may exist between the foundation and ground floor of the dwelling unit shall be fully enclosed by an extension of the foundation wall along the perimeter of the building.
48. There will be no mobile home dwelling units permitted on any lot.
49. There will be no mobile home dwelling units, including their undercarriage and wheel apparatus, permitted on any lot.
50. The dwelling unit shall be connected to a public sewer and water supply when available, as defined by the Plumbing Code. Backflow preventers are required in the basement or crawl space of each home.
51. The compatibility of design and appearance shall be in accordance with the condominium by-laws.
52. The dwelling unit shall contain no additions of rooms or other areas which are not constructed with similar quality workmanship as the original structure, including permanent attachment to the principal structure and construction of a foundation as required herein.
53. The dwelling unit shall comply with all pertinent structural, building and fire codes.
54. All construction required herein shall be commenced only after a building permit has been obtained in accordance with the Building Code.
55. Each building structure shall have an established vegetative ground cover in less than 12 months after occupancy. A minimum of two shade trees, two inches (2") in diameter, four feet (4') from the ground or one six-foot (6') evergreen tree shall be provided.
56. Detached outbuildings, including garages, are allowed up to five hundred (500) square feet maximum at the rear yard.
57. Front-Loaded Mansion Lot Front Yard Setback: Minimum twenty-two (22') feet from the front property line.
58. Front-Loaded Mansion Lot Rear Yard Setback: Minimum fifteen (15) feet from the rear property line.
59. Rear-Loaded Mansion Lots Build-to-Zone: Building façade shall be placed between twelve (12) feet and twenty (20) feet from the primary front yard property line. A minimum side yard setback of fifteen (15) feet shall be maintained at any secondary front yards of corner lots. Rear yard setback is minimum one (1) feet.
60. Side Yard Setback: All Mansion Lot buildings shall maintain a minimum side yard setback of five (5) feet. Eaves, bay windows, egress wells, fireplaces, uncovered steps, and egress wells may encroach into all yard setbacks up to three (3) feet.
61. Maximum Building Height: Five (5) stories or eighty (80) feet to the peak of any gable, gambrel or hip roofs, or to the top of any flat roofs, not including any uncovered rooftop deck.

62. Building height does not include chimneys, spires, cupolas, dormers, finials, antennae, railings, roof decks and access to the roof deck.
63. All stories above grade may contain any combination of conditioned living space, outdoor space (covered or uncovered) and garage area.
64. One six hundred (600) maximum square foot, uncovered rooftop deck allowed per building structure.
65. Optional common garages with a maximum of twelve (12) interior parking spots.
66. Front balcony and porches are allowed and may be on up to five (5) stories on the front elevation area.
67. Rear balcony and porches are allowed and may be on up to five (5) stories on the front elevation area.
68. Wraparound balcony and porch are allowed and may be up to three (3) stories tall.
69. Minimum eight (8) feet of separation between any buildings on the same lot.
70. All architectural designs must comply with the Condominium Association's bylaws, master deed, rules and regulations.

Multiple-Family Buildings

71. The multi-family (condo and apartment) units shall have a minimum living area of four hundred (400) square feet. There is no maximum square footage.
72. Where the design involves a roof pitch, it shall be a minimum pitch of 6/12, that is, for every twelve inches (12") of lateral run, the roof shall rise six inches (6"). In the case of additions or alterations to principal structures, the roof pitch shall be a minimum pitch of 6/12.
73. The roof shall have a snow load rating that meets the current Michigan Building Code.
74. Roof drainage shall be provided to direct storm or meltwater away from the foundation including hip, gambrel and mansard roofs.
75. Siding and trim systems shall be of an industry standard gauge suitable for on-site-built homes.
76. The building shall have a minimum width of 10 feet across any front, side, and rear elevation view.
77. The front elevation view may have a design offset including but not limited to; bay windows, covered or uncovered balconies and porches, and structural offsets from the principal plane of the building.
78. Garage doors may not compromise more than ninety-five percent (95%) of the front face of the building.
79. The building shall be firmly attached to a permanent foundation constructed on the site in

accordance with the current building code, manufacturers specifications, and any other applicable requirements.

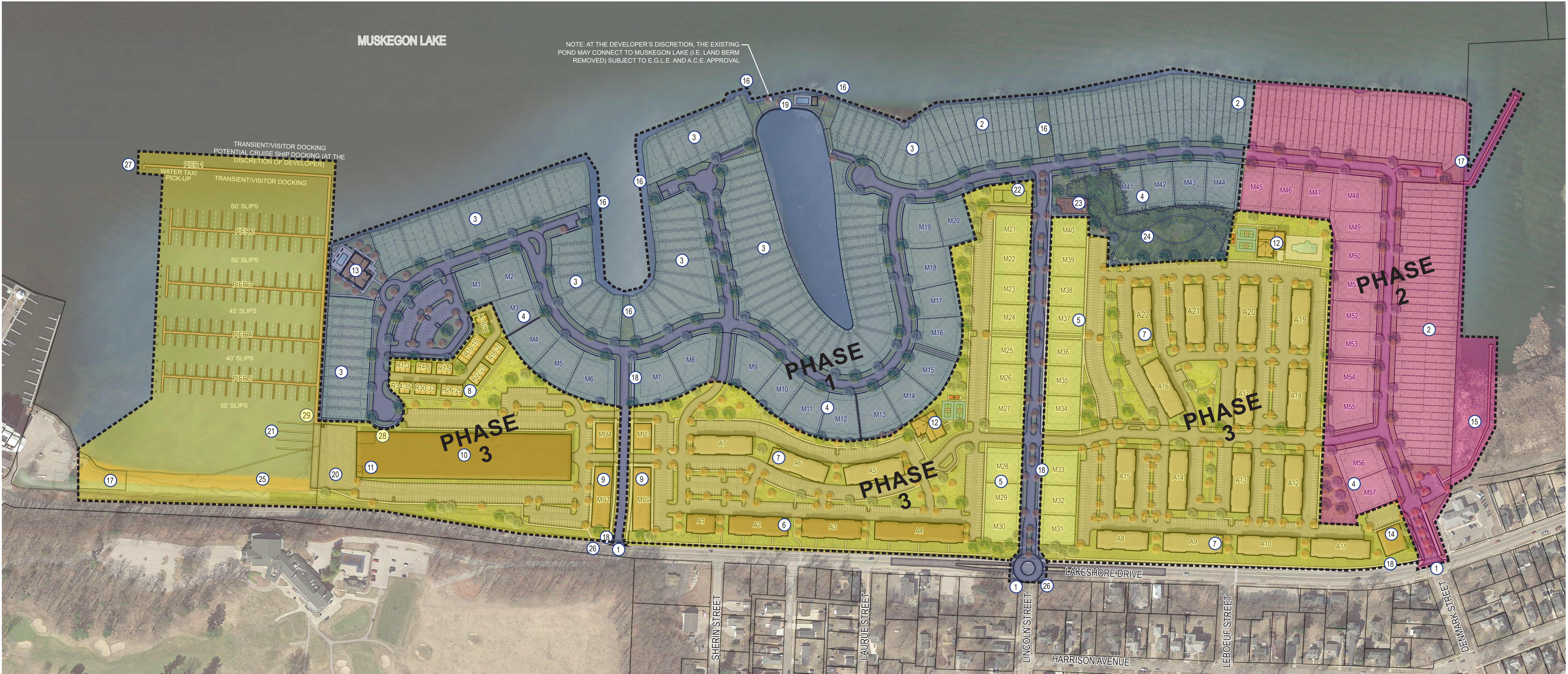
80. Any crawlspace, partial or full height basement that may exist between the foundation and ground floor of the structure shall be fully enclosed by an extension of the foundation wall along the perimeter of the building.
81. There will be no mobile home dwelling units permitted on any lot.
82. There will be no mobile home dwelling units, including their undercarriage and wheel apparatus, permitted on any lot.
83. The building shall be connected to a public sewer and water supply when available, as defined by the Plumbing Code. Backflow preventers are required in the basement or crawl space of each building.
84. The compatibility of design and appearance shall be in accordance with the condominium by-laws.
85. The building shall contain no additions of rooms or other areas which are not constructed with similar quality workmanship as the original structure, including permanent attachment to the principal structure and construction of a foundation as required herein.
86. The building shall comply with all pertinent structural, building and fire codes.
87. All construction required herein shall be commenced only after a building permit has been obtained in accordance with the Building Code.
88. Each building shall have an established vegetative ground cover in less than 12 months after occupancy. A minimum of two shade tree, two inches (2") in diameter, four feet (4') from the ground or one six foot (6') evergreen tree shall be provided.
89. Buildings shall be placed a minimum of twenty five (25) feet from any adjacent road pavement, excluding drive aisles and parking pavement.
90. Buildings must maintain a minimum building-to-building separation of twenty five (25) feet, measured from building foundation wall to building foundation wall.
91. Maximum Building Height: Six (6) stories or ninety (90) feet to the peak of any gable, gambrel or hip roofs, or to the top of any flat roofs, whichever is less
92. Building height does not include chimneys, spires, cupolas, dormers, finials, antennae, railings, roof decks and access to the roof deck.
93. All stories above grade may contain any combination of conditioned living space, outdoor space (covered or uncovered) and garage area.
94. One one thousand (1,000) maximum square foot, uncovered roof deck.
95. Garages are not required.
96. Carports are allowed in addition to surface lot, or garage parking with the first floor of the building.

97. Full or partial basements are allowed that are finished or unfinished.
98. Front porches and balconies are allowed and may be up to six (6) stories tall on the front elevation.
99. Rear porches and balconies are allowed and may be up to six (6) stories tall on the rear elevation.
100. Wraparound balcony or side porch is allowed and may be up to six (6) stories tall.
101. All architectural designs must comply with the Condominium Association's bylaws, master deed, rules and regulations.

General Provisions

102. In the event of any conflict between the Site Regulating Standard and general notes on the plans, and this Windward Pointe Lot and Building Parameters document, this document shall govern.

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LEGEND

- | | | |
|---|---|---|
| 1 SITE ENTRANCE | 10 IN-OUT DRY BOAT STORAGE (155' X 720' BUILDING WITH APPROXIMATELY 350 STORAGE SPACES) | 21 STAGING SLIPS FOR IN/OUT SERVICE AND GAS DOCK / PUMP OUT DOCK |
| 2 SINGLE FAMILY STAGGERED LOT (26'-22' X 205' TYP.) - MAY BE COMBINED TO CREATE LARGER WATERFRONT LOTS | 11 MARINA RESTROOMS | 22 FENCED DOG PARK AND POLLINATOR GARDEN AREA |
| 3 SINGLE FAMILY ALIGNED LOT (34' X 150' TYP.) - MAY BE COMBINED TO CREATE LARGER WATERFRONT LOTS | 12 CLUBHOUSES WITH POOLS AND SPORT COURTS | 23 PLAYGROUND |
| 4 10-12 UNIT FRONT-LOADED CONDO OR APARTMENT "MANSION" LOTS (100' X 150' TYP.) | 13 CLUBHOUSE WITH RESTAURANT/EVENT SPACE, POOL, AND PUBLIC RESTROOMS | 24 WOODLAND PRESERVATION AREA AND ON-LEASH DOG PARK |
| 5 10-12 UNIT REAR-LOADED CONDO OR APARTMENT "MANSION" LOTS (100' X 115' TYP.) | 14 RETAIL BUILDING | 25 FUTURE RESTAURANT |
| 6 4 TO 6-STORY APARTMENT OR CONDO BUILDING WITH GROUND FLOOR PARKING OR POSSIBLE FUTURE GROUND FLOOR RETAIL (BUILDINGS A1-A4) | 15 PUBLIC NATURE VIEW BOARDWALK | 26 TRAFFIC CALMING STREET TREATMENTS (E.G. ROUNDABOUT, SIGNALIZED BIKE CROSSING) TO BE COORDINATED WITH CITY OF MUSKEGON |
| 7 4 TO 6-STORY APARTMENT OR CONDO BUILDING WITH GROUND FLOOR PARKING (BUILDINGS A5-A22) | 16 PUBLIC PARKLET WITH WATERFRONT ACCESS AND FISHING DOCK | 27 BREAK WALL/WAVE ATTENUATOR WITH PUBLIC WALKING PATH, FISHING PLATFORM AND TRANSIENT/VISITOR/SHOPPER DOCKING ON NORTH AND SOUTH SIDES OF PIER |
| 8 REAR LOAD ROWHOUSES (18' X 40' TYP.) (R1-R35) | 17 PUBLIC PARKLET WITH BOARDWALK, FISHING PLATFORM, AND KAYAK LAUNCH | 28 POSSIBLE FUTURE 1 TO 3-STORY RETAIL/OFFICE STACK, WHICH MAY INCLUDE COFFEE SHOP, SANDWICH SHOP, CONVENIENCE STORE, SHIP STORE, MARINA OFFICE, AND/OR ROOFTOP DECK. |
| 9 MIXED-USE BUILDING (GROUND FLOOR RETAIL, APARTMENTS ABOVE) (MU1-MU4) | 18 MULTI-MODAL TRAIL CONNECTOR | 29 GAS DOCK AND SERVICE OFFICE |
| | 19 POOL AND RESTROOM BUILDING FOR WINDWARD POINTE RESIDENTS | |
| | 20 BOAT HOIST/WASH STATION AREA | |

SUMMARY OF LAND USE

SITE LOCATION:	2400 & 2850 LAKESHORE DR. MUSKEGON, MICHIGAN
SITE AREA	= 122.94 AC.
EXISTING ZONING	= I-2 (GENERAL INDUSTRIAL)
PROPOSED ZONING	= PUD (PLANNED UNIT DEVELOPMENT)
PROPOSED DWELLINGS	= 108 DWELLINGS
26'22'X205' LOTS	= 115 DWELLINGS
34'X150' LOTS	= UP TO 684 DWELLINGS (57 BLDGS)
"MANSION" LOT DWELLINGS	= UP TO 1,320 DWELLINGS (22 BLDGS)
MULTIPLE-FAMILY APTS/CONDOS	= 35 UNITS (10 BLDGS)
18' X 40' TOWNHOMES	= 55 DWELLINGS (4 BLDGS)
MIXED-USE APARTMENTS	= 55 DWELLINGS (4 BLDGS)
PROPOSED DENSITY	= 18.8 D.U./AC.
RETAIL/OFFICE SPACE (MU1-MU4) (NOT INCLUDING FUTURE IMPROVEMENTS)	= 42,780 SQ.FT.
BOAT STORAGE	= 111,600 SQ.FT. (360 SPACES)
BOAT DOCKING SPACES	= 251
118' SLIP	= 1 SLIP
103' SLIP	= 1 SLIP
98' SLIP	= 1 SLIP
93' SLIPS	= 1 SLIP
60' SLIPS	= 24 SLIPS
50' SLIPS	= 77 SLIPS
45' SLIPS	= 54 SLIPS
40' SLIPS	= 56 SLIPS
TRANSIENT/VISITOR/SHOPPER DOCKING SPACES	= 1400 LINEAR FEET

SITE REGULATING STANDARDS

MULTIPLE FAMILY BUILDINGS (A1-A22) 1. ALLOWABLE USES: MULTIPLE FAMILY DWELLINGS (APARTMENTS OF CONDOMINIUMS), SENIOR LIVING FACILITY, AND PERMITTED USES WITHIN THE B-2 DISTRICT AT GROUND FLOOR OF BUILDINGS A1-A4 2. MAXIMUM BUILDING HEIGHT = 6 STORIES OR 90 FT., WHICHEVER IS LESS 3. MINIMUM BUILDING TO BUILDING SEPARATION (FOUNDATION WALL TO FOUNDATION WALL) = 25 FT. 4. MINIMUM DISTANCE TO ADJACENT ROADS (EXCLUDES PARKING DRIVE AISLES) = 25 FT.	ALLOWED LOTS (34' X 150' TYP.) 1. ALLOWABLE USES: DETACHED SINGLE FAMILY DWELLING 2. MAXIMUM BUILDING HEIGHT = 3 STORIES PLUS BASEMENT 3. SETBACKS FRONT YARD = 22 FT. MIN. SIDE YARD = 5 FT. MIN. REAR YARD = 15 FT. MIN. FROM O.H.W.M.
ROWHOUSES (R1-R35) 1. ALLOWABLE USES: ATTACHED SINGLE FAMILY DWELLINGS 2. MAXIMUM BUILDING HEIGHT = 3 STORIES OR 90 FT., WHICHEVER IS LESS 3. MINIMUM BUILDING TO BUILDING SEPARATION (FOUNDATION WALL TO FOUNDATION WALL) = 16 FT. 4. MINIMUM DISTANCES TO ADJACENT ROAD OR SIDEWALK = 10 FT.	STAGGERED LOTS (22-26' X 205' TYP.) 1. ALLOWABLE USES: DETACHED SINGLE FAMILY DWELLING 2. MAXIMUM BUILDING HEIGHT = 3 STORIES PLUS BASEMENT 3. SETBACKS FRONT YARD = 22 FT. MIN. SIDE YARD = 0 FT. MIN. REAR YARD = 15 FT. MIN. FROM O.H.W.M.
FRONT-LOADED MANSION LOTS (M1-M20 & M41-M57) 1. ALLOWABLE USES: MULTIPLE FAMILY DWELLING 2. MAXIMUM BUILDING HEIGHT = 5 STORIES OR 80 FT., WHICHEVER IS LESS 3. SETBACKS FRONT YARD = 22 FT. MIN. (15 FT. MIN. ON SECONDARY FRONT YARD OF CORNER LOTS) SIDE YARD = 5 FT. MIN. REAR YARD = 15 FT. MIN.	CLUBHOUSE (SITE FEATURES 12 AND 13 ON THE PLAN) 1. ALLOWABLE USES: COMMUNITY CENTER, EVENT CENTER RECREATION CENTER, RESTAURANT, COCKTAIL LOUNGE, AND BREWPUB, AND MUSIC VENUE (INDOOR AND OUTDOOR) 2. MAXIMUM BUILDING HEIGHT = 3 STORIES OR 50 FT., WHICHEVER IS LESS 3. MINIMUM DISTANCE TO OHWM = 15 FT. 4. MINIMUM DISTANCE FROM ADJACENT LOT LINES = 15 FT.
REAR-LOADED MANSION LOTS (M21-M40) 1. ALLOWABLE USES: MULTIPLE FAMILY DWELLING 2. MAXIMUM BUILDING HEIGHT = 5 STORIES OR 80 FT., WHICHEVER IS LESS 3. SETBACKS FRONT YARD = 12 FT. TO 20 FT. MIN. BUILD-TO-LINE (15 FT. MIN. SETBACK ON SECONDARY FRONT YARD OF CORNER LOTS) SIDE YARD = 5 FT. MIN. REAR YARD = 1 FT. MIN.	MIXED USE (MU1-MU4) 1. ALLOWABLE USES: GROUND FLOOR - PERMITTED USES IN THE B-2 DISTRICT, UPPER LEVELS - MULTIPLE FAMILY DWELLINGS 2. MAXIMUM BUILDING HEIGHT = 3 STORIES OR 50 FT., WHICHEVER IS LESS 3. MINIMUM DISTANCE FROM ADJACENT LOT LINES = 15 FT.
	BOAT STORAGE BUILDING 1. ALLOWABLE USES: BOAT STORAGE AND SIMILAR OR ACCESSORY USE, PERMITTED USES WITHIN THE B-2 DISTRICT 2. MAXIMUM BUILDING HEIGHT = 50 FT.

GENERAL NOTES

- SPEED LIMITS THROUGHOUT THE PROPOSED DEVELOPMENT WILL BE A MAXIMUM OF 15 MPH.
- TYPICAL STREET TREE SPACING WILL BE 35 FT. TO 45 FT. ON CENTER, DEPENDING ON SPECIES AND SITE CONSTRAINTS (E.G. CONFLICTS WITH UTILITIES, STREET LIGHTS, DRIVEWAYS, ETC.).
- WAYFINDING SIGNAGE WILL BE STRATEGICALLY PLACED THROUGHOUT THE DEVELOPMENT TO DIRECT PEDESTRIANS TO SITE FEATURES INCLUDING KAYAK LAUNCHES, NATURAL FEATURES, TRAILS, FISHING PLATFORMS, PARKS, CLUBHOUSES, BIKE PATHS, RETAIL CORRIDOR(S), DOG PARKS, ETC.
- OUTDOOR ENTERTAINMENT AT THE RESTAURANT AND OTHER PUBLIC SPACES WILL BE ALLOWED BETWEEN THE HOURS OF 10 A.M. AND 11 P.M. AND NOT PERMITTED BETWEEN 11 P.M. AND 10 A.M.
- THERE WILL BE NO GATES OR FENCES WITHIN THE DEVELOPMENT EXCEPT FOR PIERS 2, 3, 4, AND 5; DOG PARKS; SPORT COURTS; PLAYGROUNDS; POOLS; DUMPSTER ENCLOSURES; AND ABOVE GROUND UTILITY SCREENING.
- ALL PUBLIC AMENITY AREAS WILL BE OWNED AND MAINTAINED BY THE DEVELOPMENT ASSOCIATION IN PERPETUITY AS A MEANS OF MAINTAINING A HIGH LEVEL OF CARE AND LESSENING THE BURDEN ON PUBLICLY FUNDED CITY AGENCIES.
- FINAL DUMPSTER ENCLOSURE LOCATIONS SHALL BE REVIEWED AND APPROVED BY CITY OF MUSKEGON STAFF.
- SNOW SHALL BE STORED IN DESIGNATED AREAS, AS SPECIFIED BY CITY OF MUSKEGON MAINTENANCE PERSONNEL OR REMOVED FROM THE SITE AS NEEDED.
- BIKE PARKING SHALL BE PROVIDED AT RETAIL CORRIDOR(S), CLUBHOUSES, AND VARIOUS PUBLIC SPACES THROUGHOUT THE DEVELOPMENT. FINAL LOCATIONS AND DESIGN OF BIKE PARKING FACILITIES TO BE COORDINATED WITH CITY OF MUSKEGON STAFF.
- PROPOSED LIGHTING SHALL CONSIST OF WALL-MOUNTED LIGHTS AND LIGHT POLES BOTH FITTED WITH DOWN CAST TYPE FIXTURES TO BE SPECIFIED BY LIGHTING CONSULTANT. LIGHTING SHALL BE COORDINATED WITH CITY STAFF TO CLUSTER IN DESIRED HIGH TRAFFIC PUBLIC AREAS. ALL LIGHTING SHALL BE SHIELDED FROM ADJACENT PROPERTIES.
- GROUND FLOOR LEVELS OF BUILDINGS A1-A4 ARE INTENDED TO BE REPURPOSED AS ADDITIONAL RETAIL OR OFFICE SPACE AS NEEDED PER MARKET CONDITIONS. THE CONVERSION OF GROUND FLOOR USES WILL BEGIN AT BUILDING A1 AND EXTEND TO THE EAST SEQUENTIALLY ENDING AT BUILDING A4.
- AREAS P7 AND P8 WILL NOT ALLOW FOR FISHING IF ADJACENT WATERS ARE FOUND TO BE UNSUITABLE BY ENVIRONMENTAL SPECIALISTS.
- TOPOGRAPHICAL REQUIREMENT PER 201.3.E. EXISTING TOPOGRAPHY IS DEPICTED WITH CONTOURS AT 1-FT INTERVALS ON THE EXISTING CONDITIONS PLAN. FINAL TOPOGRAPHIC CHANGES SHALL BE IN COMPLIANCE WITH EGLE DUE CARE PLAN CRITERIA. AREAS OF FILL MUST BE COMPACTED TO DENSITY SPECIFIED BY GEOTECH CONSULTANT.
- THE PROJECT WILL BE SERVED BY PUBLIC WATERMAIN, PUBLIC SANITARY SEWER, AND PUBLIC AND PRIVATE STORMWATER MANAGEMENT SYSTEMS. WATERMAIN, SANITARY SEWER, AND STORMWATER MANAGEMENT MEASURES SHALL MEET CITY, COUNTY, AND STATE OF MICHIGAN REQUIREMENTS. "DRY UTILITIES," WHICH INCLUDE ELECTRIC SERVICE, TELECOMMUNICATIONS, AND NATURAL GAS, WILL BE INSTALLED UNDERGROUND AND WILL BE PROVIDED TO EACH SITE.
- A TRAFFIC STUDY SHALL BE CONDUCTED AND REVIEWED BY THE PUBLIC WORKS DIRECTOR PRIOR TO CONSTRUCTION.
- A STORMWATER PERMIT SHALL BE OBTAINED FROM THE ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.
- A LANDSCAPE MANAGEMENT PLAN FOR A NATIVE VEGETATION PLANTING ZONE AROUND THE WATERFRONT HOMES, PATHS AND PATIOS WITHIN 30 FEET OF THE O.H.W.M. SHALL BE SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DIRECTOR.
- A PROPOSED UTILITIES PLAN SHALL SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DIRECTOR PRIOR TO CONSTRUCTION.
- ALL MARINA SLIPS WILL HAVE FIRE ACCESS.
- ALL APPLICABLE CITY, STATE, AND FEDERAL PERMITS SHALL BE GRANTED PRIOR TO CONSTRUCTION OF IMPACTED SITE FEATURES.

October 26, 2023 North 0' 75' 150' 300' Scale: 1"=150'

WINDWARD POINTE

FINAL PUD PLAN - PHASING PLAN

project number: 23201268





GENERAL NOTES

- SPEED LIMITS THROUGHOUT THE PROPOSED DEVELOPMENT WILL BE A MAXIMUM OF 15 MPH.
- TYPICAL STREET TREE SPACING WILL BE 35 FT. TO 45 FT. ON CENTER, DEPENDING ON SPECIES AND SITE CONSTRAINTS (E.G. CONFLICTS WITH UTILITIES, STREET LIGHTS, DRIVEWAYS, ETC.).
- WAYFINDING SIGNAGE WILL BE STRATEGICALLY PLACED THROUGHOUT THE DEVELOPMENT TO DIRECT PEDESTRIANS TO SITE FEATURES INCLUDING KAYAK LAUNCHES, NATURAL FEATURES, TRAILS, FISHING PLATFORMS, PARKS, CLUBHOUSES, BIKE PATHS, RETAIL CORRIDOR(S), DOG PARKS, ETC.
- OUTDOOR ENTERTAINMENT AT THE RESTAURANT AND OTHER PUBLIC SPACES WILL BE ALLOWED BETWEEN THE HOURS OF 10 A.M. AND 11 P.M. AND NOT PERMITTED BETWEEN 11 P.M. AND 10 A.M.
- THERE WILL BE NO GATES OR FENCES WITHIN THE DEVELOPMENT EXCEPT FOR PIERS 2, 3, 4, AND 5; DOG PARKS; SPORT COURTS; PLAYGROUNDS; POOLS; DUMPSTER ENCLOSURES; AND ABOVE GROUND UTILITY SCREENINGS.
- ALL PUBLIC AMENITY AREAS WILL BE OWNED AND MAINTAINED BY THE DEVELOPMENT ASSOCIATION IN PERPETUITY AS A MEANS OF MAINTAINING A HIGH LEVEL OF CARE AND LESSENING THE BURDEN ON PUBLICLY FUNDED CITY AGENCIES.
- FINAL DUMPSTER ENCLOSURE LOCATIONS SHALL BE REVIEWED AND APPROVED BY CITY OF MUSKEGON STAFF.
- SNOW SHALL BE STORED IN DESIGNATED AREAS, AS SPECIFIED BY CITY OF MUSKEGON MAINTENANCE PERSONNEL OR REMOVED FROM THE SITE AS NEEDED.
- BIKE PARKING SHALL BE PROVIDED AT RETAIL CORRIDOR(S), CLUBHOUSES, AND VARIOUS PUBLIC SPACES THROUGHOUT THE DEVELOPMENT. FINAL LOCATIONS AND DESIGN OF BIKE PARKING FACILITIES TO BE COORDINATED WITH CITY OF MUSKEGON STAFF.
- PROPOSED LIGHTING SHALL CONSIST OF WALL-MOUNTED LIGHTS AND LIGHT POLES BOTH FITTED WITH DOWN CAST TYPE FIXTURES TO BE SPECIFIED BY LIGHTING CONSULTANT. LIGHTING SHALL BE COORDINATED WITH CITY STAFF TO CLUSTER IN DESIRED HIGH TRAFFIC PUBLIC AREAS. ALL LIGHTING SHALL BE SHIELDED FROM ADJACENT PROPERTIES.
- GROUND FLOOR LEVELS OF BUILDINGS A1-A4 ARE INTENDED TO BE REPURPOSED AS ADDITIONAL RETAIL OR OFFICE SPACE AS NEEDED PER MARKET CONDITIONS. THE CONVERSION OF GROUND FLOOR USES WILL BEGIN AT BUILDING A1 AND EXTEND TO THE EAST SEQUENTIALLY ENDING AT BUILDING A4.
- AREAS P7 AND P8 WILL NOT ALLOW FOR FISHING IF ADJACENT WATERS ARE FOUND TO BE UNSUITABLE BY ENVIRONMENTAL SPECIALISTS.
- TOPOGRAPHICAL REQUIREMENT PER 201.3.E. EXISTING TOPOGRAPHY IS DEPICTED WITH CONTOURS AT 1-FT INTERVALS ON THE EXISTING CONDITIONS PLAN. FINAL TOPOGRAPHIC CHANGES SHALL BE IN COMPLIANCE WITH EGLE DUE CARE PLAN CRITERIA. AREAS OF FILL MUST BE COMPACTED TO DENSITY SPECIFIED BY GEOTECH CONSULTANT.
- THE PROJECT WILL BE SERVED BY PUBLIC WATERMAIN, PUBLIC SANITARY SEWER, AND PUBLIC AND PRIVATE STORMWATER MANAGEMENT SYSTEMS. WATERMAIN, SANITARY SEWER, AND STORMWATER MANAGEMENT MEASURES SHALL MEET CITY, COUNTY, AND STATE OF MICHIGAN REQUIREMENTS. "DRY UTILITIES," WHICH INCLUDE ELECTRIC SERVICE, TELECOMMUNICATIONS, AND NATURAL GAS, WILL BE INSTALLED UNDERGROUND AND WILL BE PROVIDED TO EACH SITE.
- A TRAFFIC STUDY SHALL BE CONDUCTED AND REVIEWED BY THE PUBLIC WORKS DIRECTOR PRIOR TO CONSTRUCTION.
- A STORMWATER PERMIT SHALL BE OBTAINED FROM THE ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.
- A LANDSCAPE MANAGEMENT PLAN FOR A NATIVE VEGETATION PLANTING ZONE AROUND THE WATERFRONT PONES, PATHS AND PATIOS WITHIN 30 FEET OF THE O.H.W.M. SHALL BE SUBMITTED BY THE DEVELOPER AND APPROVED BY THE PUBLIC WORKS DIRECTOR.
- A PROPOSED UTILITIES PLAN SHALL SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DIRECTOR PRIOR TO CONSTRUCTION.
- ALL MARINA SLIPS WILL HAVE FIRE ACCESS.
- ALL APPLICABLE CITY, STATE, AND FEDERAL PERMITS SHALL BE GRANTED PRIOR TO CONSTRUCTION OF IMPACTED SITE FEATURES.

October 26, 2023

North

0' 75' 150' 300' Scale: 1"=150'

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- | | | |
|---|---|---|
| 1 SITE ENTRANCE | 10 IN-OUT DRY BOAT STORAGE (155' X 720' BUILDING WITH APPROXIMATELY 350 STORAGE SPACES) | 21 STAGING SLIPS FOR IN/OUT SERVICE AND GAS DOCK / PUMP OUT DOCK |
| 2 SINGLE FAMILY STAGGERED LOT (26'-22' X 205' TYP.) - MAY BE COMBINED TO CREATE LARGER WATERFRONT LOTS | 11 MARINA RESTROOMS | 22 FENCED DOG PARK AND POLLINATOR GARDEN AREA |
| 3 SINGLE FAMILY ALIGNED LOT (34' X 150' TYP.) - MAY BE COMBINED TO CREATE LARGER WATERFRONT LOTS | 12 CLUBHOUSES WITH POOLS AND SPORT COURTS | 23 PLAYGROUND |
| 4 10-12 UNIT FRONT-LOADED CONDO OR APARTMENT "MANSION" LOTS (100' X 150' TYP.) | 13 CLUBHOUSE WITH RESTAURANT/EVENT SPACE, POOL, AND PUBLIC RESTROOMS | 24 WOODLAND PRESERVATION AREA AND ON-LEASH DOG PARK |
| 5 10-12 UNIT REAR-LOADED CONDO OR APARTMENT "MANSION" LOTS (100' X 115' TYP.) | 14 RETAIL BUILDING | 25 FUTURE RESTAURANT |
| 6 4 TO 6-STORY APARTMENT OR CONDO BUILDING WITH GROUND FLOOR PARKING OR POSSIBLE FUTURE GROUND FLOOR RETAIL (BUILDINGS A1-A4) | 15 PUBLIC NATURE VIEW BOARDWALK | 26 TRAFFIC CALMING STREET TREATMENTS (E.G. ROUNDABOUT, SIGNALIZED BIKE CROSSING) TO BE COORDINATED WITH CITY OF MUSKEGON |
| 7 4 TO 6-STORY APARTMENT OR CONDO BUILDING WITH GROUND FLOOR PARKING (BUILDINGS A5-A22) | 16 PUBLIC PARKLET WITH WATERFRONT ACCESS AND FISHING DOCK | 27 BREAK WALL/WAVE ATTENUATOR WITH PUBLIC WALKING PATH, FISHING PLATFORM AND TRANSIENT/VISITOR/SHOPPER DOCKING ON NORTH AND SOUTH SIDES OF PIER |
| 8 REAR LOAD ROWHOUSES (18' X 40' TYP.) (R1-R35) | 17 PUBLIC PARKLET WITH BOARDWALK, FISHING PLATFORM, AND KAYAK LAUNCH | 28 POSSIBLE FUTURE 1 TO 3-STORY RETAIL/OFFICE STACK, WHICH MAY INCLUDE COFFEE SHOP, SANDWICH SHOP, CONVENIENCE STORE, SHIP STORE, MARINA OFFICE, AND/OR ROOFTOP DECK. |
| 9 MIXED-USE BUILDING (GROUND FLOOR RETAIL, APARTMENTS ABOVE) (MU1-MU4) | 18 MULTI-MODAL TRAIL CONNECTOR | 29 GAS DOCK AND SERVICE OFFICE |
| | 19 POOL AND RESTROOM BUILDING FOR WINDWARD POINTE RESIDENTS | |
| | 20 BOAT HOIST/WASH STATION AREA | |

SUMMARY OF LAND USE

SITE LOCATION:	2400 & 2850 LAKESHORE DR., MUSKEGON, MICHIGAN
SITE AREA	= 122.94 AC.
EXISTING ZONING	= I-2 (GENERAL INDUSTRIAL)
PROPOSED ZONING	= PUD (PLANNED UNIT DEVELOPMENT)
PROPOSED DWELLINGS	= 108 DWELLINGS 26'22"X205' LOTS = 115 DWELLINGS 34"X150' LOTS = UP TO 684 DWELLINGS (57 BLDGS) "MANSION" LOT DWELLINGS = UP TO 1,320 DWELLINGS (22 BLDGS) 18' X 40' TOWNHOMES = 35 UNITS (10 BLDGS) MIXED-USE APARTMENTS = 55 DWELLINGS (4 BLDGS)
PROPOSED DENSITY	= 18.8 D.U./AC.
RETAIL/OFFICE SPACE (MU1-MU4) (NOT INCLUDING FUTURE IMPROVEMENTS)	= 42,780 SQ.FT.
BOAT STORAGE	= 111,600 SQ.FT. (360 SPACES)
BOAT DOCKING SPACES	= 251 118' SLIP = 1 SLIP 103' SLIP = 1 SLIP 98' SLIP = 1 SLIP 93' SLIP = 1 SLIP 80' SLIP = 24 SLIPS 50' SLIP = 77 SLIPS 45' SLIP = 54 SLIPS 40' SLIP = 56 SLIPS TRANSIENT/VISITOR/SHOPPER DOCKING SPACES = 1400 LINEAR FEET

SITE REGULATING STANDARDS

MULTIPLE FAMILY BUILDINGS (A1-A22) 1. ALLOWABLE USES: MULTIPLE FAMILY DWELLINGS (APARTMENTS OR CONDOMINIUMS), SENIOR LIVING FACILITY, AND PERMITTED USES WITHIN THE B-2 DISTRICT AT GROUND FLOOR OF BUILDINGS A1-A4 2. MAXIMUM BUILDING HEIGHT = 6 STORIES OR 90 FT., WHICHEVER IS LESS 3. MINIMUM BUILDING TO BUILDING SEPARATION (FOUNDATION WALL TO FOUNDATION WALL) = 25 FT. 4. MINIMUM DISTANCE TO ADJACENT ROADS (EXCLUDES PARKING DRIVE AISLES) = 25 FT.	ALLOWED LOTS (34' X 150' TYP.) 1. ALLOWABLE USES: DETACHED SINGLE FAMILY DWELLING 2. MAXIMUM BUILDING HEIGHT = 3 STORIES PLUS BASEMENT 3. SETBACKS FRONT YARD = 22 FT. MIN. SIDE YARD = 5 FT. MIN. REAR YARD = 15 FT. MIN. FROM O.H.W.M.
ROWHOUSES (R1-R35) 1. ALLOWABLE USES: ATTACHED SINGLE FAMILY DWELLINGS 2. MAXIMUM BUILDING HEIGHT = 3 STORIES OR 50 FT., WHICHEVER IS LESS 3. MINIMUM BUILDING TO BUILDING SEPARATION (FOUNDATION WALL TO FOUNDATION WALL) = 16 FT. 4. MINIMUM DISTANCES TO ADJACENT ROAD OR SIDEWALK = 10 FT.	STAGGERED LOTS (22-26' X 205' TYP.) 1. ALLOWABLE USES: DETACHED SINGLE FAMILY DWELLING 2. MAXIMUM BUILDING HEIGHT = 3 STORIES PLUS BASEMENT 3. SETBACKS FRONT YARD = 22 FT. MIN. SIDE YARD = 0 FT. MIN. REAR YARD = 15 FT. MIN. FROM O.H.W.M.
FRONT-LOADED MANSION LOTS (M1-M20 & M41-M57) 1. ALLOWABLE USES: MULTIPLE FAMILY DWELLING 2. MAXIMUM BUILDING HEIGHT = 5 STORIES OR 80 FT., WHICHEVER IS LESS 3. SETBACKS FRONT YARD = 22 FT. MIN. (15 FT. MIN. ON SECONDARY FRONT YARD OF CORNER LOTS) SIDE YARD = 5 FT. MIN. REAR YARD = 15 FT. MIN.	CLUBHOUSE (SITE FEATURES 12 AND 13 ON THE PLAN) 1. ALLOWABLE USES: COMMUNITY CENTER, EVENT CENTER RECREATION CENTER, RESTAURANT, COCKTAIL LOUNGE, AND BRAWPUB; AND MUSIC VENUE (INDOOR AND OUTDOOR) 2. MAXIMUM BUILDING HEIGHT = 3 STORIES OR 50 FT., WHICHEVER IS LESS 3. MINIMUM DISTANCE TO OHWM = 15 FT. 4. MINIMUM DISTANCE FROM ADJACENT LOT LINES = 15 FT.
REAR-LOADED MANSION LOTS (M21-M40) 1. ALLOWABLE USES: MULTIPLE FAMILY DWELLING 2. MAXIMUM BUILDING HEIGHT = 5 STORIES OR 80 FT., WHICHEVER IS LESS 3. SETBACKS FRONT YARD = 12 FT. TO 20 FT. MIN. BUILD-TO-LINE (15 FT. MIN. SETBACK ON SECONDARY FRONT YARD OF CORNER LOTS) SIDE YARD = 5 FT. MIN. REAR YARD = 1 FT. MIN.	MIXED USE (MU1-MU4) 1. ALLOWABLE USES: GROUND FLOOR - PERMITTED USES IN THE B-2 DISTRICT, UPPER LEVELS - MULTIPLE FAMILY DWELLINGS 2. MAXIMUM BUILDING HEIGHT = 3 STORIES OR 50 FT., WHICHEVER IS LESS 3. MINIMUM DISTANCE FROM ADJACENT LOT LINES = 15 FT.
	BOAT STORAGE BUILDING 1. ALLOWABLE USES: BOAT STORAGE AND SIMILAR OR ACCESSORY USE, PERMITTED USES WITHIN THE B-2 DISTRICT 2. MAXIMUM BUILDING HEIGHT = 50 FT.

GENERAL NOTES

- SPEED LIMITS THROUGHOUT THE PROPOSED DEVELOPMENT WILL BE A MAXIMUM OF 15 MPH.
- TYPICAL STREET TREE SPACING WILL BE 35 FT. TO 45 FT. ON CENTER, DEPENDING ON SPECIES AND SITE CONSTRAINTS (E.G. CONFLICTS WITH UTILITIES, STREET LIGHTS, DRIVEWAYS, ETC.).
- WAYFINDING SIGNAGE WILL BE STRATEGICALLY PLACED THROUGHOUT THE DEVELOPMENT TO DIRECT PEDESTRIANS TO SITE FEATURES INCLUDING KAYAK LAUNCHES, NATURAL FEATURES, TRAILS, FISHING PLATFORMS, PARKS, CLUBHOUSES, BIKE PATHS, RETAIL CORRIDOR(S), DOG PARKS, ETC.
- OUTDOOR ENTERTAINMENT AT THE RESTAURANT AND OTHER PUBLIC SPACES WILL BE ALLOWED BETWEEN THE HOURS OF 10 A.M. AND 11 P.M. AND NOT PERMITTED BETWEEN 11 P.M. AND 10 A.M.
- THERE WILL BE NO GATES OR FENCES WITHIN THE DEVELOPMENT EXCEPT FOR PIERS 2, 3, 4, AND 5; DOG PARKS; SPORT COURTS; PLAYGROUNDS; POOLS; DUMPSTER ENCLOSURES; AND ABOVE GROUND UTILITY SCREENING.
- ALL PUBLIC AMENITY AREAS WILL BE OWNED AND MAINTAINED BY THE DEVELOPMENT ASSOCIATION IN PERPETUITY AS A MEANS OF MAINTAINING A HIGH LEVEL OF CARE AND LESSENING THE BURDEN ON PUBLICLY FUNDED CITY AGENCIES.
- FINAL DUMPSTER ENCLOSURE LOCATIONS SHALL BE REVIEWED AND APPROVED BY CITY OF MUSKEGON STAFF.
- SNOW SHALL BE STORED IN DESIGNATED AREAS, AS SPECIFIED BY CITY OF MUSKEGON MAINTENANCE PERSONNEL OR REMOVED FROM THE SITE AS NEEDED.
- BIKE PARKING SHALL BE PROVIDED AT RETAIL CORRIDOR(S), CLUBHOUSES, AND VARIOUS PUBLIC SPACES THROUGHOUT THE DEVELOPMENT. FINAL LOCATIONS AND DESIGN OF BIKE PARKING FACILITIES TO BE COORDINATED WITH CITY OF MUSKEGON STAFF.
- PROPOSED LIGHTING SHALL CONSIST OF WALL-MOUNTED LIGHTS AND LIGHT POLES BOTH FITTED WITH DOWN CAST TYPE FIXTURES TO BE SPECIFIED BY LIGHTING CONSULTANT. LIGHTING SHALL BE COORDINATED WITH CITY STAFF TO CLUSTER IN DESIRED HIGH TRAFFIC PUBLIC AREAS. ALL LIGHTING SHALL BE SHIELDED FROM ADJACENT PROPERTIES.
- GROUND FLOOR LEVELS OF BUILDINGS A1-A4 ARE INTENDED TO BE REPURPOSED AS ADDITIONAL RETAIL OR OFFICE SPACE AS NEEDED PER MARKET CONDITIONS. THE CONVERSION OF GROUND FLOOR USES WILL BEGIN AT BUILDING A1 AND EXTEND TO THE EAST SEQUENTIALLY ENDING AT BUILDING A4.
- AREAS P7 AND P8 WILL NOT ALLOW FOR FISHING IF ADJACENT WATERS ARE FOUND TO BE UNSUITABLE BY ENVIRONMENTAL SPECIALISTS.
- TOPOGRAPHICAL REQUIREMENT PER 201.3.E. EXISTING TOPOGRAPHY IS DEPICTED WITH CONTOURS AT 1-FT INTERVALS ON THE EXISTING CONDITIONS PLAN. FINAL TOPOGRAPHIC CHANGES SHALL BE IN COMPLIANCE WITH EGLE DUE CARE PLAN CRITERIA. AREAS OF FILL MUST BE COMPACTED TO DENSITY SPECIFIED BY GEOTECH CONSULTANT.
- THE PROJECT WILL BE SERVED BY PUBLIC WATERMAIN, PUBLIC SANITARY SEWER, AND PUBLIC AND PRIVATE STORMWATER MANAGEMENT SYSTEMS. WATERMAIN, SANITARY SEWER, AND STORMWATER MANAGEMENT MEASURES SHALL MEET CITY, COUNTY, AND STATE OF MICHIGAN REQUIREMENTS. "DRY UTILITIES," WHICH INCLUDE ELECTRIC SERVICE, TELECOMMUNICATIONS, AND NATURAL GAS, WILL BE INSTALLED UNDERGROUND AND WILL BE PROVIDED TO EACH SITE.
- A TRAFFIC STUDY SHALL BE CONDUCTED AND REVIEWED BY THE PUBLIC WORKS DIRECTOR PRIOR TO CONSTRUCTION.
- A STORMWATER PERMIT SHALL BE OBTAINED FROM THE ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.
- A LANDSCAPE MANAGEMENT PLAN FOR A NATIVE VEGETATION PLANTING ZONE AROUND THE WATERFRONT HOMES, PATHS AND PATIOS WITHIN 30 FEET OF THE O.H.W.M. SHALL BE SUBMITTED BY THE DEVELOPER AND APPROVED BY THE PUBLIC WORKS DIRECTOR.
- A PROPOSED UTILITIES PLAN SHALL SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DIRECTOR PRIOR TO CONSTRUCTION.
- ALL MARINA SLIPS WILL HAVE FIRE ACCESS.
- ALL APPLICABLE CITY, STATE, AND FEDERAL PERMITS SHALL BE GRANTED PRIOR TO CONSTRUCTION OF IMPACTED SITE FEATURES.

October 26, 2023



0' 75' 150' 300' Scale: 1"=150'

WINDWARD POINTE

FINAL PUD PLAN - PUBLIC AREA & PEDESTRIAN CIRCULATION EXHIBIT

project number: 23201268



23201-265-2023-1020-PREL2_converted 10/26/2023 @ 12:00 am



LEGEND

- | | | |
|---|---|---|
| 1 SITE ENTRANCE | 10 IN-OUT DRY BOAT STORAGE (155' X 720' BUILDING WITH APPROXIMATELY 350 STORAGE SPACES) | 21 STAGING SLIPS FOR IN/OUT SERVICE AND GAS DOCK / PUMP OUT DOCK |
| 2 SINGLE FAMILY STAGGERED LOT (26'-22' X 205' TYP.) - MAY BE COMBINED TO CREATE LARGER WATERFRONT LOTS | 11 MARINA RESTROOMS | 22 FENCED DOG PARK AND POLLINATOR GARDEN AREA |
| 3 SINGLE FAMILY ALIGNED LOT (34' X 150' TYP.) - MAY BE COMBINED TO CREATE LARGER WATERFRONT LOTS | 12 CLUBHOUSES WITH POOLS AND SPORT COURTS | 23 PLAYGROUND |
| 4 10-12 UNIT FRONT-LOADED CONDO OR APARTMENT "MANSION" LOTS (100' X 150' TYP.) | 13 CLUBHOUSE WITH RESTAURANT, EVENT SPACE, POOL, AND PUBLIC RESTROOMS | 24 WOODLAND PRESERVATION AREA AND ON-LEASH DOG PARK |
| 5 10-12 UNIT REAR-LOADED CONDO OR APARTMENT "MANSION" LOTS (100' X 115' TYP.) | 14 RETAIL BUILDING | 25 FUTURE RESTAURANT |
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| 7 4 TO 6-STORY APARTMENT OR CONDO BUILDING WITH GROUND FLOOR PARKING (BUILDINGS A5-A22) | 16 PUBLIC PARKLET WITH WATERFRONT ACCESS AND FISHING DOCK | 27 BREAK WALL/WAVE ATTENUATOR WITH PUBLIC WALKING PATH, FISHING PLATFORM AND TRANSIENT/VISITOR/SHOPPER DOCKING ON NORTH AND SOUTH SIDES OF PIER |
| 8 REAR LOAD ROWHOUSES (18' X 40' TYP.) (R1-R35) | 17 PUBLIC PARKLET WITH BOARDWALK, FISHING PLATFORM, AND KAYAK LAUNCH | 28 POSSIBLE FUTURE 1 TO 3-STORY RETAIL/OFFICE STACK, WHICH MAY INCLUDE COFFEE SHOP, SANDWICH SHOP, CONVENIENCE STORE, SHIP STORE, MARINA OFFICE, AND/OR ROOFTOP DECK. |
| 9 MIXED-USE BUILDING (GROUND FLOOR RETAIL, APARTMENTS ABOVE) (MU1-MU4) | 18 MULTI-MODAL TRAIL CONNECTOR | 29 GAS DOCK AND SERVICE OFFICE |
| | 19 POOL AND RESTROOM BUILDING FOR WINDWARD POINTE RESIDENTS | |
| | 20 BOAT HOIST/WASH STATION AREA | |

SUMMARY OF LAND USE

SITE LOCATION:	2400 & 2850 LAKESHORE DR., MUSKEGON, MICHIGAN
SITE AREA	= 122.94 AC.
EXISTING ZONING	= I-2 (GENERAL INDUSTRIAL)
PROPOSED ZONING	= PUD (PLANNED UNIT DEVELOPMENT)
PROPOSED DWELLINGS	= 108 DWELLINGS
26'X22'X205' LOTS	= 115 DWELLINGS
34'X150' LOTS	= UP TO 684 DWELLINGS (57 BLDGS)
"MANSION" LOT DWELLINGS	= UP TO 1,320 DWELLINGS (22 BLDGS)
MULTIPLE FAMILY APTS/CONDOS	= 35 UNITS (10 BLDGS)
18' X 40' TOWNHOMES	= 55 DWELLINGS (4 BLDGS)
MIXED-USE APARTMENTS	= 55 DWELLINGS (4 BLDGS)
PROPOSED DENSITY	= 18.8 D.U./AC.
RETAIL/OFFICE SPACE (MU1-MU4) (NOT INCLUDING FUTURE IMPROVEMENTS)	= 42,780 SQ.FT.
BOAT STORAGE	= 111,600 SQ.FT. (360 SPACES)
BOAT DOCKING SPACES	= 251
118' SLIP	= 1 SLIP
103' SLIP	= 1 SLIP
98' SLIP	= 1 SLIP
93' SLIPS	= 1 SLIP
60' SLIPS	= 24 SLIPS
50' SLIPS	= 77 SLIPS
45' SLIPS	= 54 SLIPS
40' SLIPS	= 56 SLIPS
TRANSIENT/VISITOR/SHOPPER DOCKING SPACES	= 1400 LINEAR FEET

SITE REGULATING STANDARDS

MULTIPLE FAMILY BUILDINGS (A1-A22)	
1. ALLOWABLE USES: MULTIPLE FAMILY DWELLINGS (APARTMENTS OF CONDOMINIUMS), SENIOR LIVING FACILITY, AND PERMITTED USES WITHIN THE B-2 DISTRICT AT GROUND FLOOR OF BUILDINGS A1-A4	
2. MAXIMUM BUILDING HEIGHT = 6 STORIES OR 90 FT., WHICHEVER IS LESS	
3. MINIMUM BUILDING TO BUILDING SEPARATION (FOUNDATION WALL TO FOUNDATION WALL) = 25 FT.	
4. MINIMUM DISTANCES TO ADJACENT ROADS (EXCLUDES PARKING DRIVE AISLES) = 25 FT.	
ROWHOUSES (R1-R35)	
1. ALLOWABLE USES: ATTACHED SINGLE FAMILY DWELLINGS	
2. MAXIMUM BUILDING HEIGHT = 3 STORIES OR 50 FT., WHICHEVER IS LESS	
3. MINIMUM BUILDING TO BUILDING SEPARATION (FOUNDATION WALL TO FOUNDATION WALL) = 16 FT.	
4. MINIMUM DISTANCES TO ADJACENT ROAD OR SIDEWALK = 10 FT.	
FRONT-LOADED MANSION LOTS (M1-M20 & M41-M57)	
1. ALLOWABLE USES: MULTIPLE FAMILY DWELLING	
2. MAXIMUM BUILDING HEIGHT = 5 STORIES OR 80 FT., WHICHEVER IS LESS	
3. SETBACKS	
FRONT YARD = 22 FT. MIN. (15 FT. MIN. ON SECONDARY FRONT YARD OF CORNER LOTS)	
SIDE YARD = 5 FT. MIN.	
REAR YARD = 15 FT. MIN.	
REAR-LOADED MANSION LOTS (M21-M40)	
1. ALLOWABLE USES: MULTIPLE FAMILY DWELLING	
2. MAXIMUM BUILDING HEIGHT = 5 STORIES OR 80 FT., WHICHEVER IS LESS	
3. SETBACKS	
FRONT YARD = 12 FT. TO 20 FT. MIN. BUILD-TO-LINE (15 FT. MIN. SETBACK ON SECONDARY FRONT YARD OF CORNER LOTS)	
SIDE YARD = 5 FT. MIN.	
REAR YARD = 1 FT. MIN.	

ALIGNED LOTS (34' X 150' TYP.)	
1. ALLOWABLE USES: DETACHED SINGLE FAMILY DWELLING	
2. MAXIMUM BUILDING HEIGHT = 3 STORIES PLUS BASEMENT	
3. SETBACKS	
FRONT YARD = 22 FT. MIN.	
SIDE YARD = 5 FT. MIN.	
REAR YARD = 15 FT. MIN. FROM O.H.W.M.	
STAGGERED LOTS (22-26' X 205' TYP.)	
1. ALLOWABLE USES: DETACHED SINGLE FAMILY DWELLING	
2. MAXIMUM BUILDING HEIGHT = 3 STORIES PLUS BASEMENT	
3. SETBACKS	
FRONT YARD = 22 FT. MIN.	
SIDE YARD = 0 FT. MIN.	
REAR YARD = 15 FT. MIN. FROM O.H.W.M.	
CLUBHOUSE (SITE FEATURES 12 AND 13 ON THE PLAN)	
1. ALLOWABLE USES: COMMUNITY CENTER, EVENT CENTER RECREATION CENTER, RESTAURANT, COCKTAIL LOUNGE, AND BRENUP; AND MUSIC VENUE (INDOOR AND OUTDOOR)	
2. MAXIMUM BUILDING HEIGHT = 3 STORIES OR 50 FT., WHICHEVER IS LESS	
3. MINIMUM DISTANCE TO OHWM = 15 FT.	
4. MINIMUM DISTANCE FROM ADJACENT LOT LINES = 15 FT.	
MIXED USE (MU1-MU4)	
1. ALLOWABLE USES: GROUND FLOOR - PERMITTED USES IN THE B-2 DISTRICT, UPPER LEVELS - MULTIPLE FAMILY DWELLINGS	
2. MAXIMUM BUILDING HEIGHT = 3 STORIES OR 50 FT., WHICHEVER IS LESS	
3. MINIMUM DISTANCE FROM ADJACENT LOT LINES = 15 FT.	
BOAT STORAGE BUILDING	
1. ALLOWABLE USES: BOAT STORAGE AND SIMILAR OR ACCESSORY USE, PERMITTED USES WITHIN THE B-2 DISTRICT	
2. MAXIMUM BUILDING HEIGHT = 50 FT.	

GENERAL NOTES

- SPEED LIMITS THROUGHOUT THE PROPOSED DEVELOPMENT WILL BE A MAXIMUM OF 15 MPH.
- TYPICAL STREET TREE SPACING WILL BE 35 FT. TO 45 FT. ON CENTER, DEPENDING ON SPECIES AND SITE CONSTRAINTS (E.G. CONFLICTS WITH UTILITIES, STREET LIGHTS, DRIVEWAYS, ETC.).
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October 26, 2023



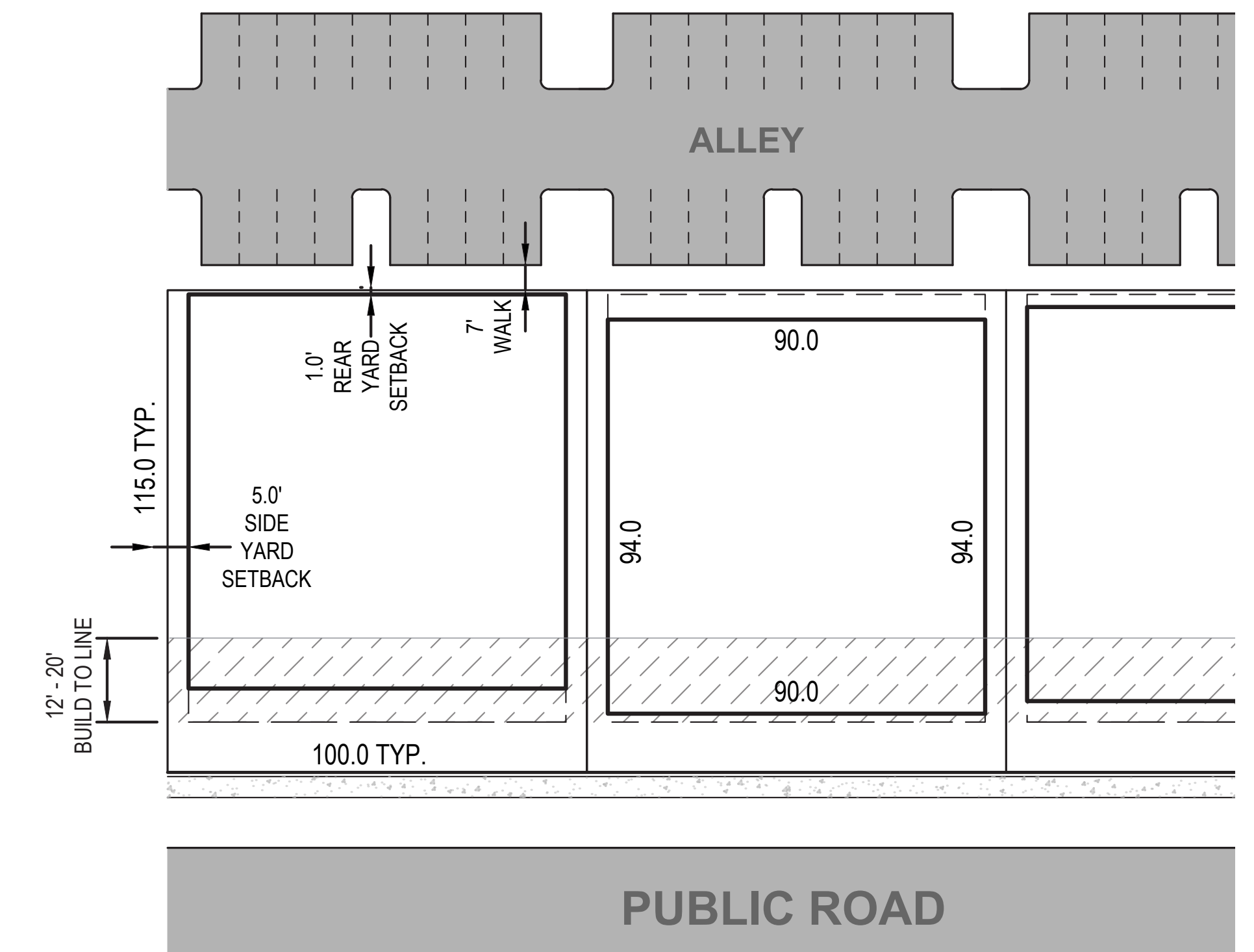
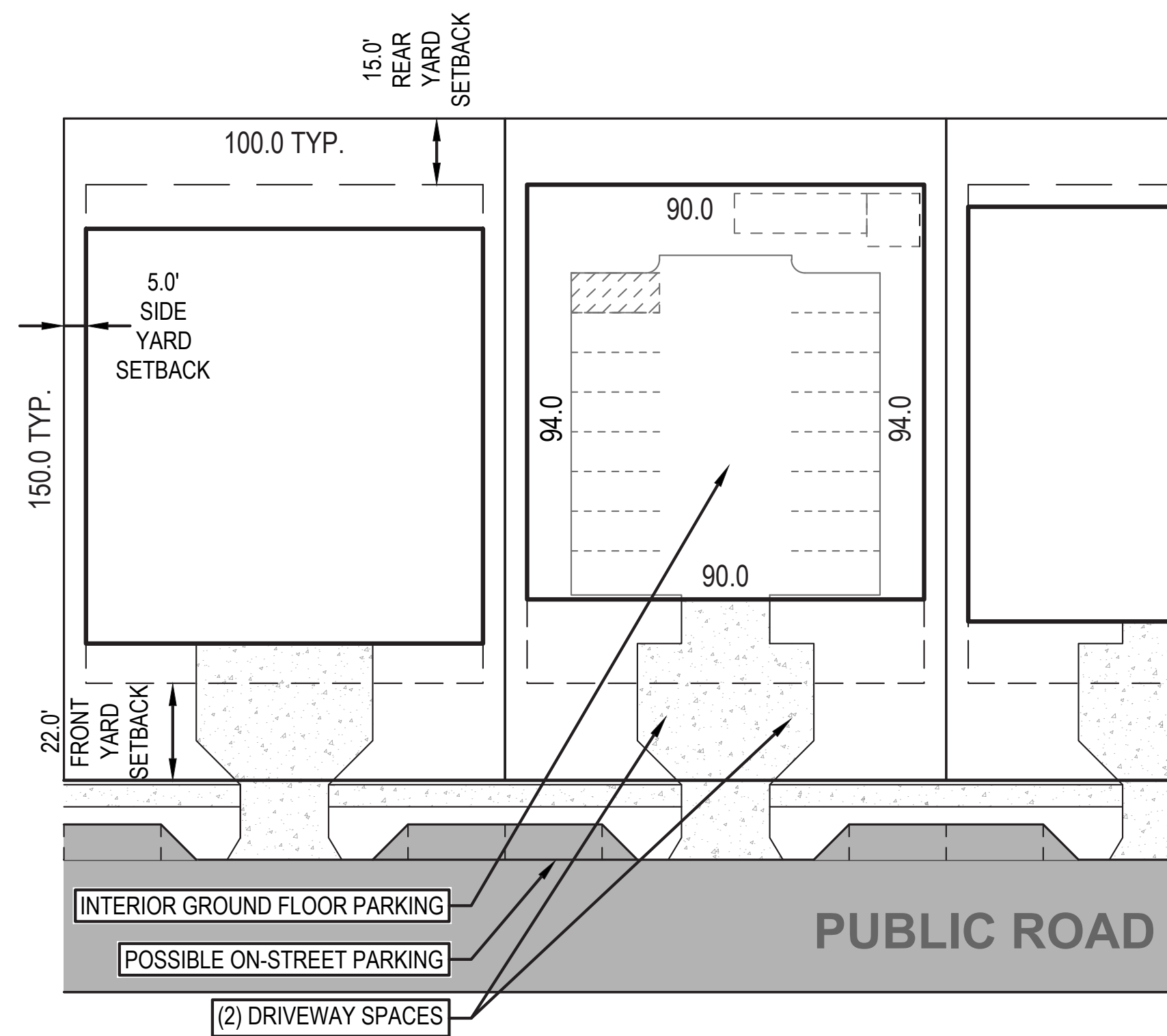
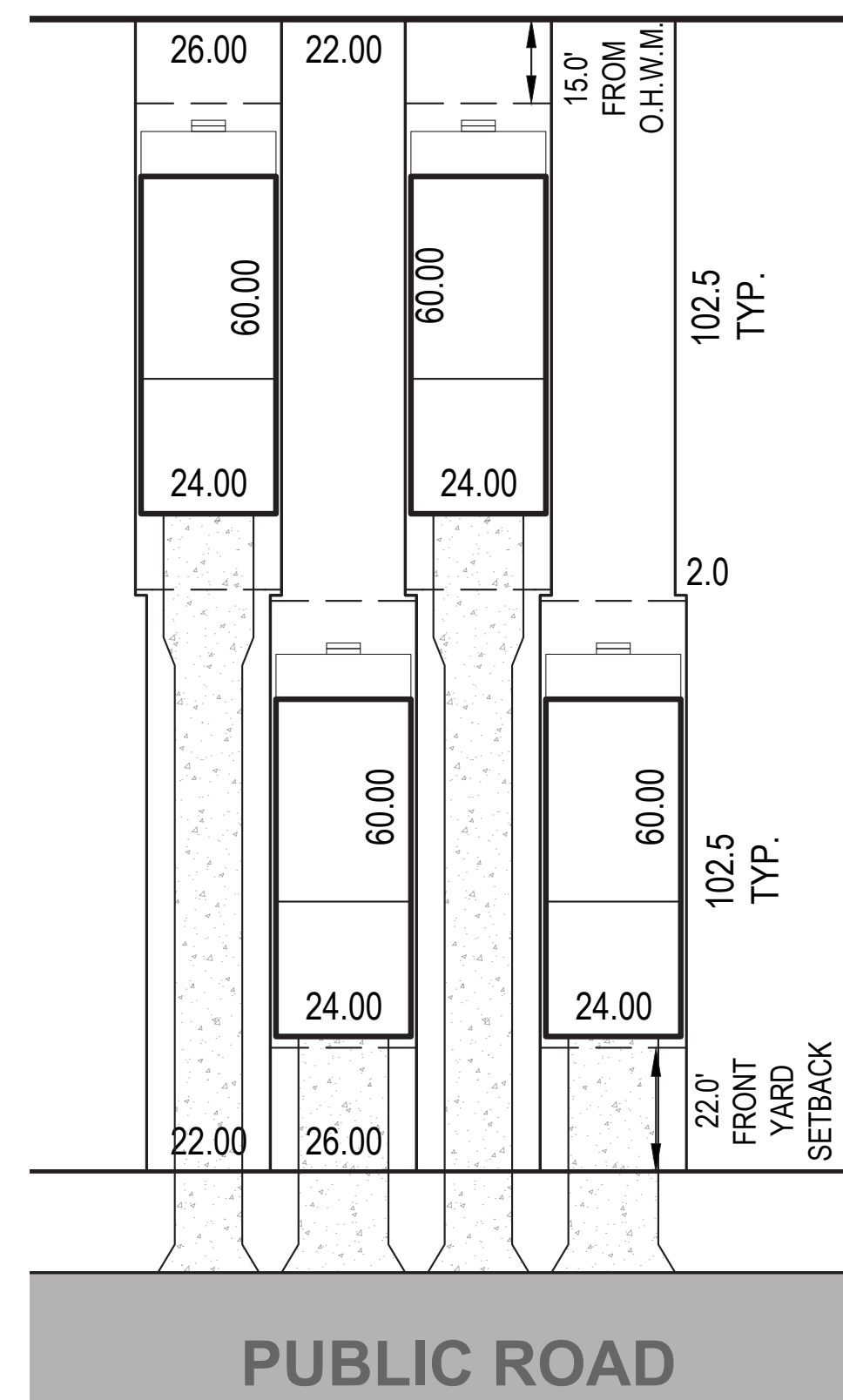
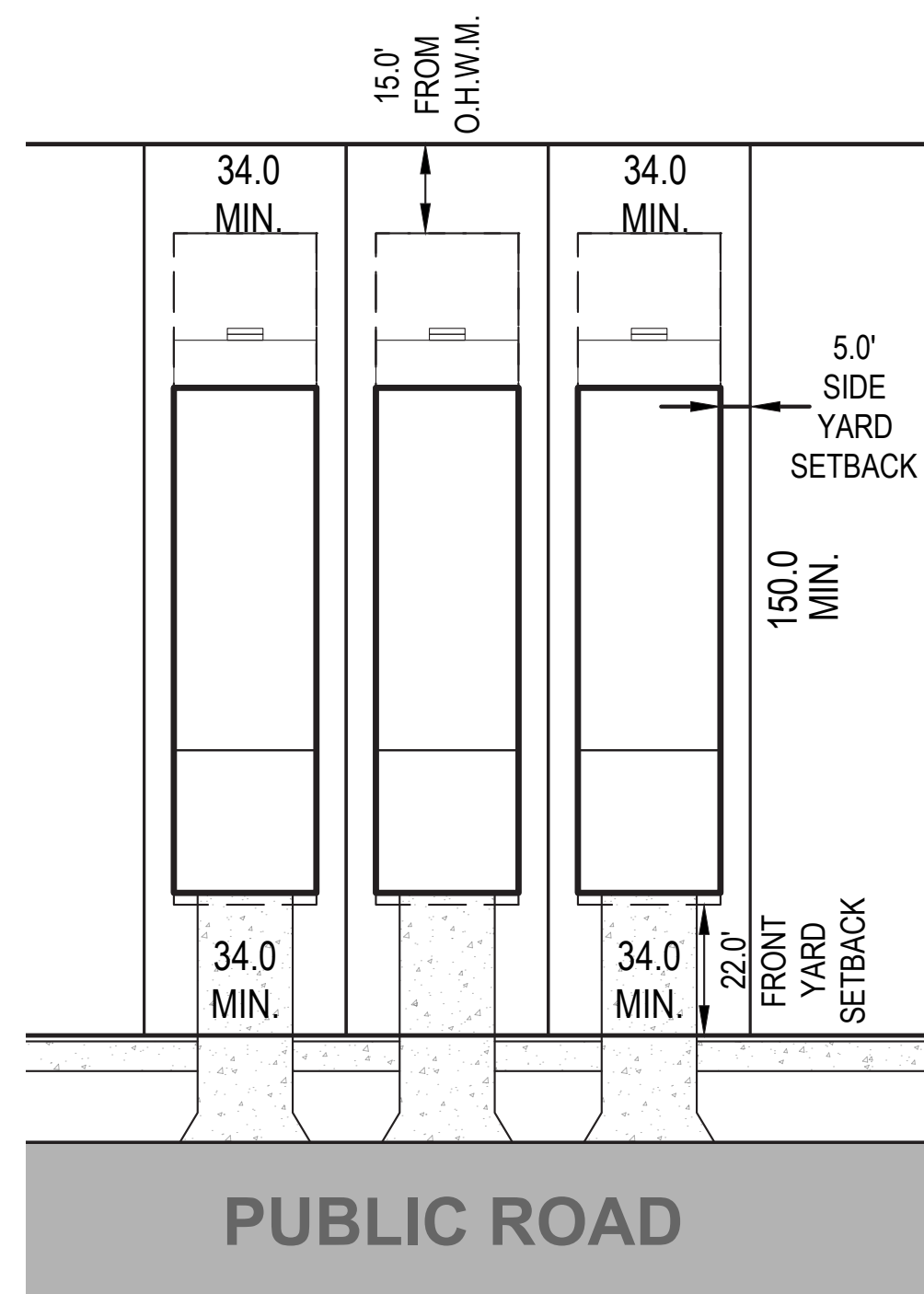
0' 75' 150' 300' Scale: 1"=150'

WINDWARD POINTE

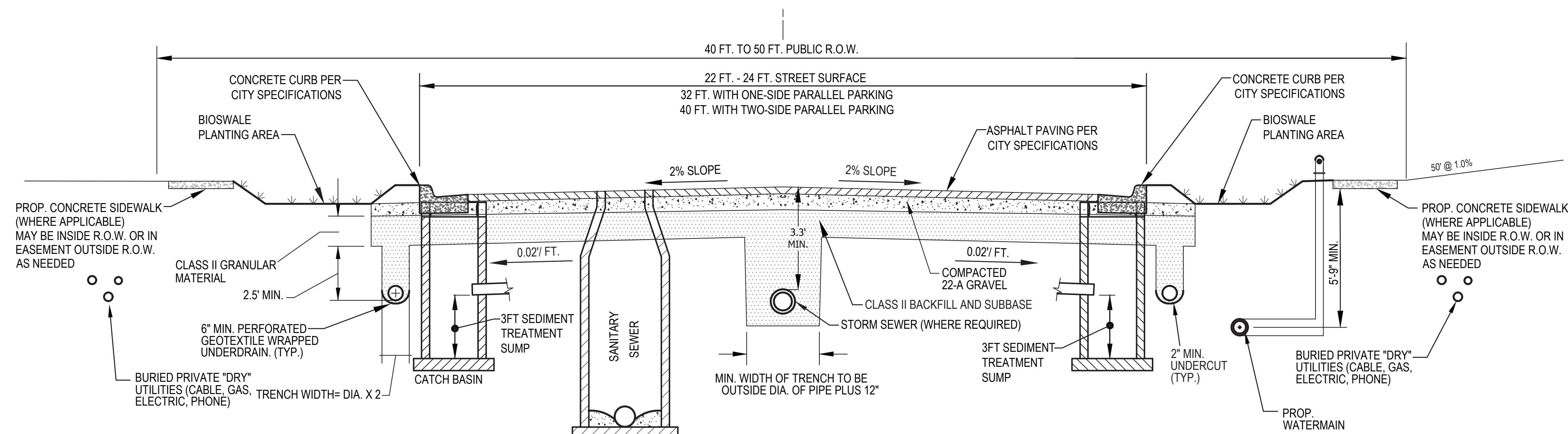
FINAL PUD PLAN

project number: 23201268





N.T.S.



N.T.S.



Windward Pointe Public Amenity Area Summary

I. Public Amenity Areas Directly on Muskegon Lake

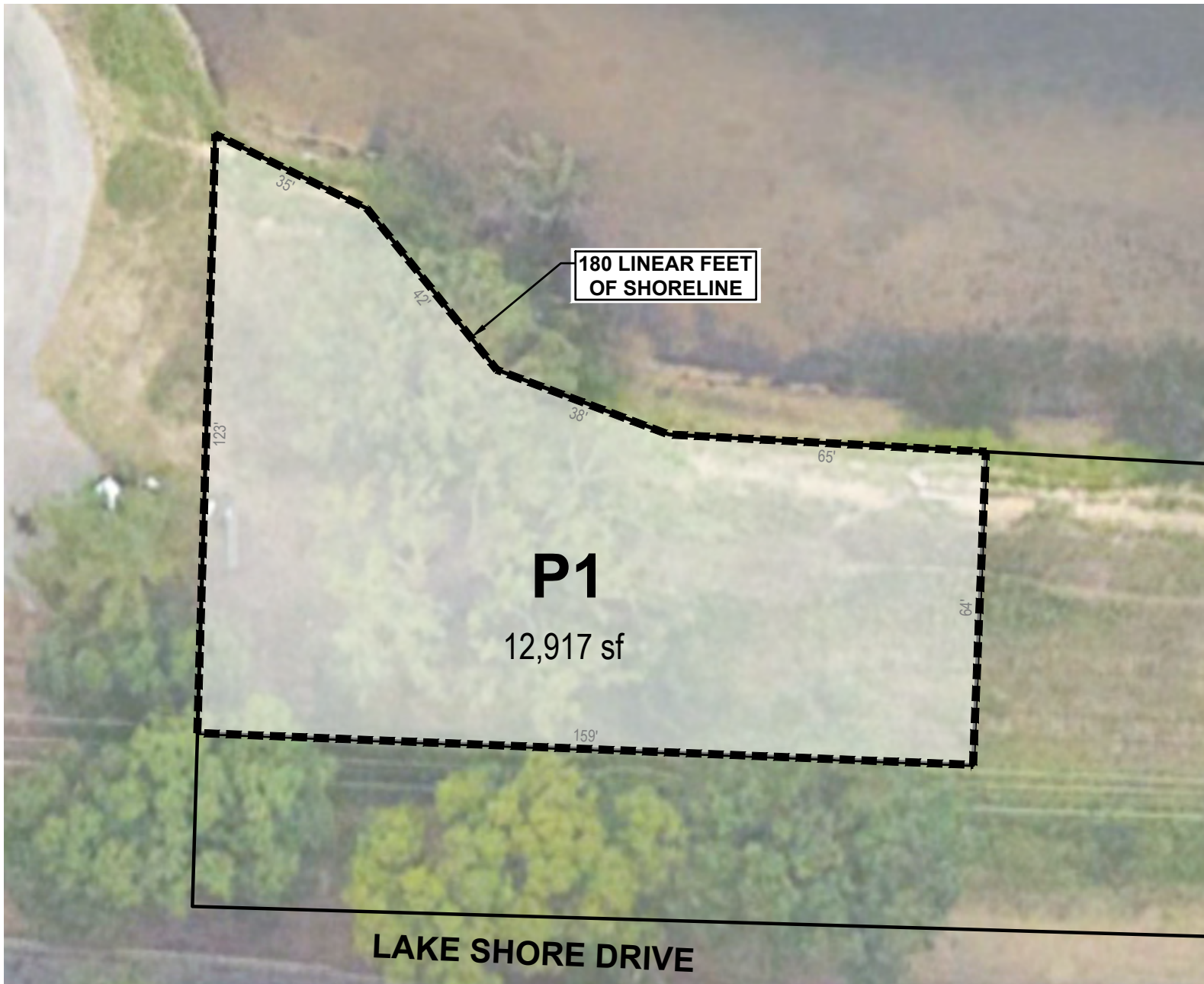
Area	Total Area - Sq. Ft.		Public Waterfront Linear Feet		Public Waterfront Boardwalk Linear Feet	
P1	12,917	Sq. Ft.	180	LF	-	
P2	43,236	Sq. Ft.	-		1,454	LF
P3	28,538	Sq. Ft.	304	LF	-	
P4	1,473	Sq. Ft.	69	LF	-	
P5	5,349	Sq. Ft.	19	LF	-	
P6	2,926	Sq. Ft.	69	LF	-	
P7	4,325	Sq. Ft.	157	LF	-	
P8	4,412	Sq. Ft.	84	LF	-	
P9	9,856	Sq. Ft.	49	LF	-	
P10	21,181	Sq. Ft.	-		-	
P11	111,895	Sq. Ft.	-		-	
P12	4,721	Sq. Ft.	90	LF	-	
P13	4,152	Sq. Ft.	-		519	LF
P14	17,505	Sq. Ft.	-		-	
P15	Length is 4,093 LF		-		-	
Totals	272,486	Sq. Ft.	1,021	LF	1,973	LF
(~ 12% of waterfront land frontage)						

Total Length of Waterfront Access	2,994 LF
--	-----------------

Total Area of Waterfront Amenities	272,486 SqFt 6.26 Acres
---	--

II. Other Public Amenity Areas - Internal to Site

Public Bike Trail Length	4,093 LF
Public Bike Trail Area	32,744 Sq.Ft. (0.75 acres)
New Public Sidewalk Length	26,459 LF
New Public Sidewalk Area	132,295 Sq.Ft. (3.04 acres)
New 15 MPH Roadway Length	10,394 LF
New 15 MPH Roadway Area	703,817 Sq.Ft. (16.16 acres)



October 24, 2023

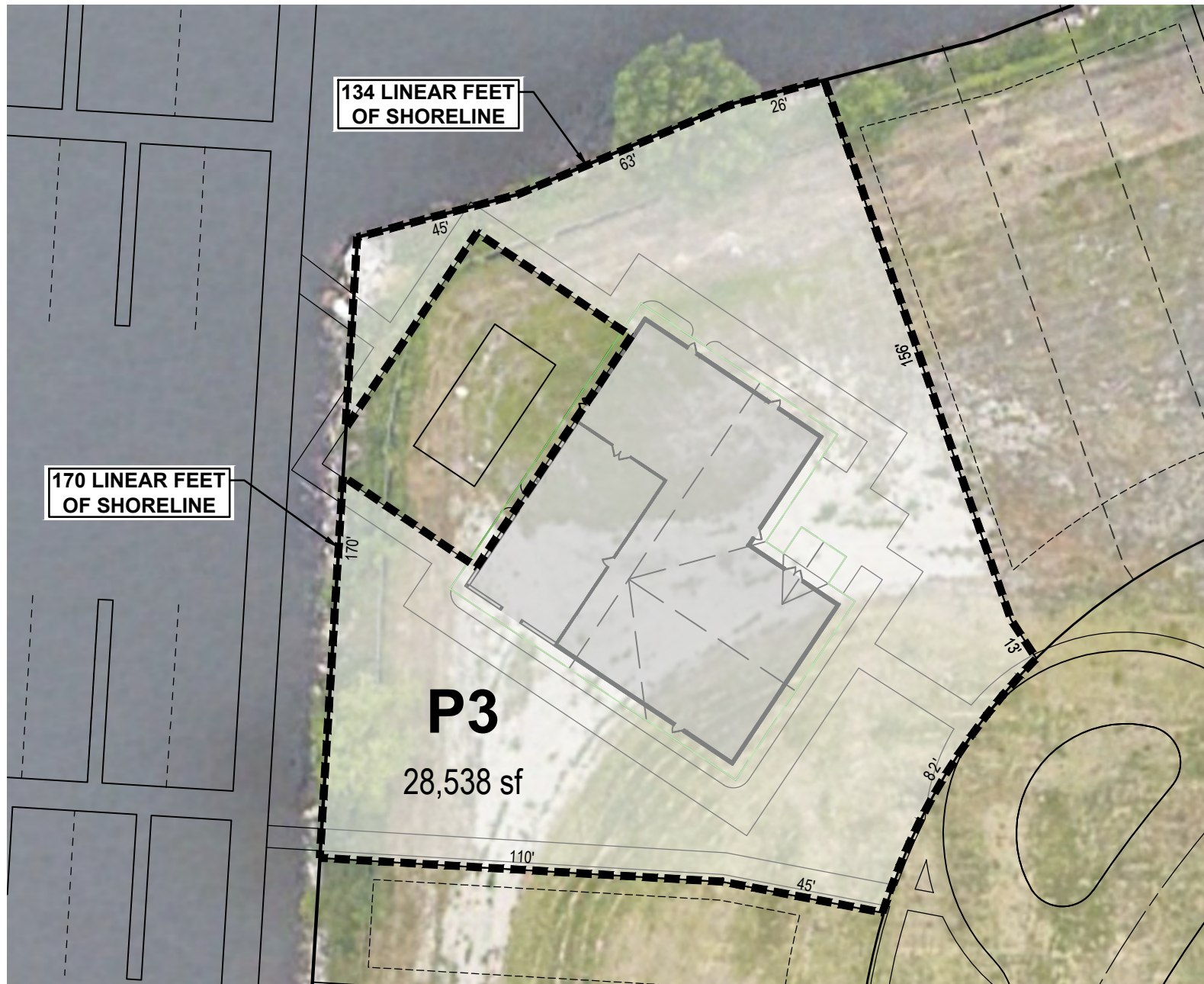


N. 0' 15' 30' 60' S: 1"=30'

WINDWARD POINTE

PUBLIC AMENITY (P1)





October 25, 2023



N 0' 20' 40' 80' S:1"=40'

WINDWARD POINTE

PUBLIC AMENITY (P3)





October 24, 2023

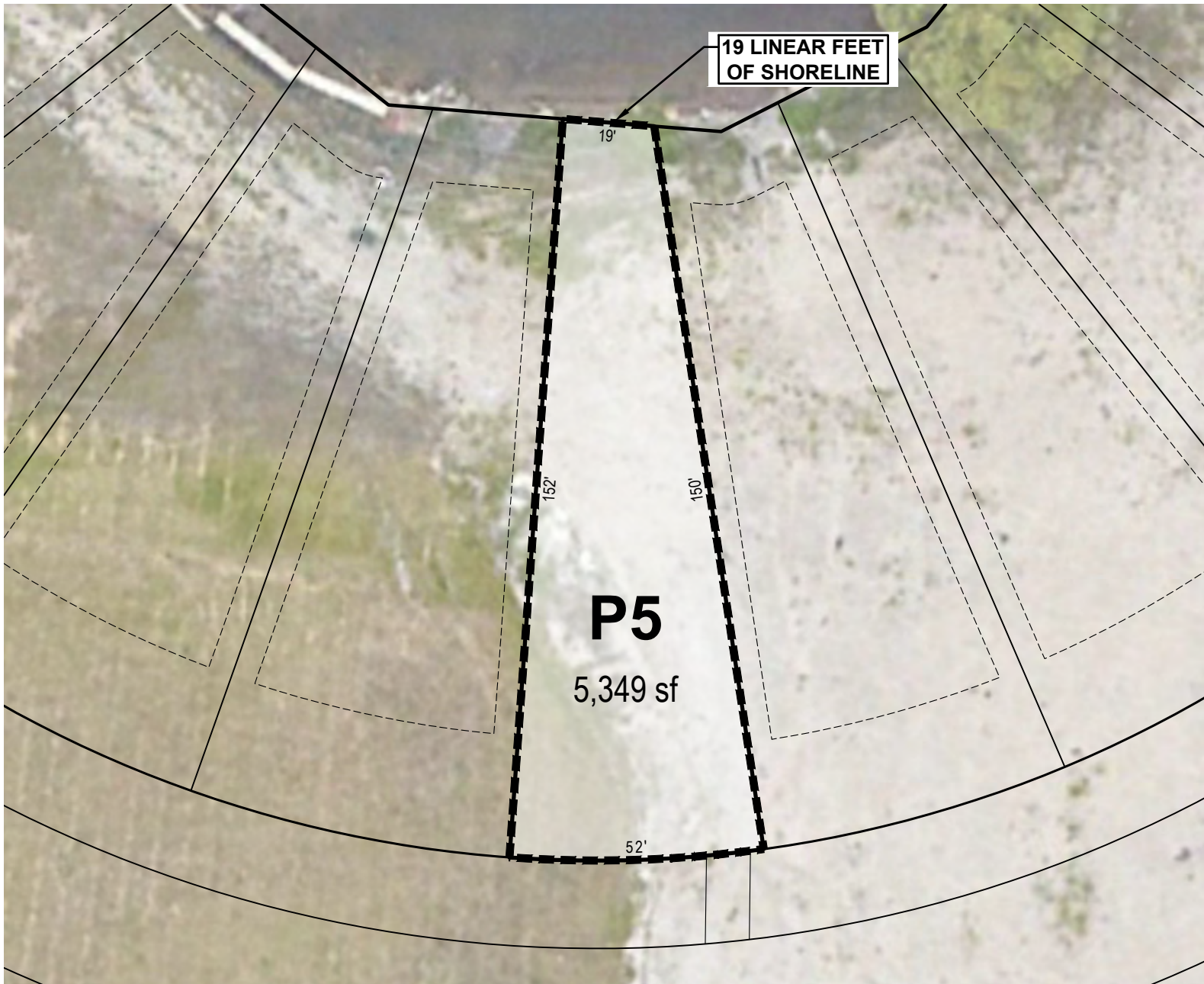


N. 0' 10' 20' 40' S:1"=20'

WINDWARD POINTE

PUBLIC AMENITY (P4)





October 24, 2023



N. 0' 15' 30' 60' S:1"=30'

WINDWARD POINTE

PUBLIC AMENITY (P5)





October 24, 2023



WINDWARD POINTE

PUBLIC AMENITY (P6)





October 24, 2023

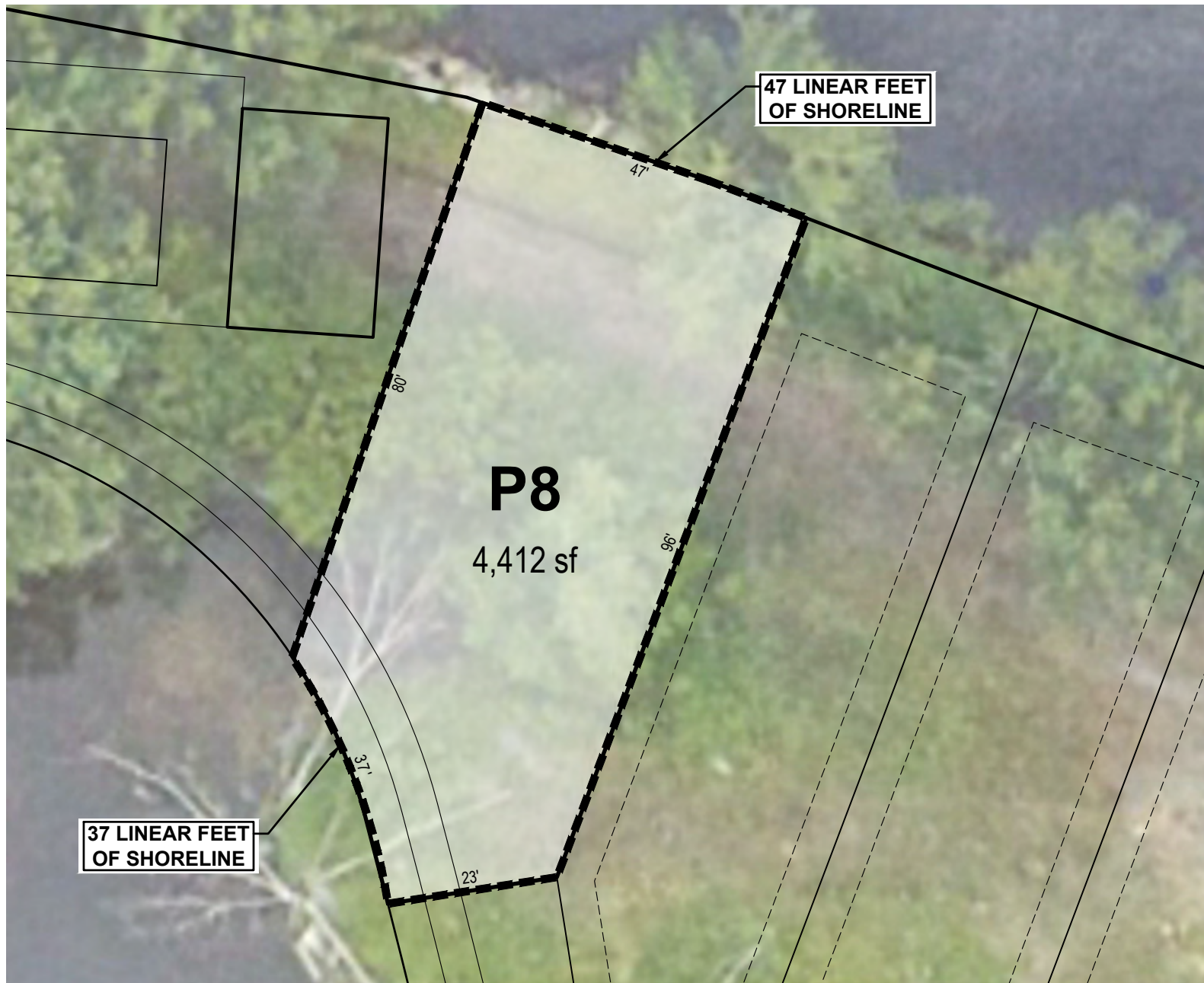


N. 0' 15' 30' 60' S:1"=30'

WINDWARD POINTE

PUBLIC AMENITY (P7)





October 24, 2023

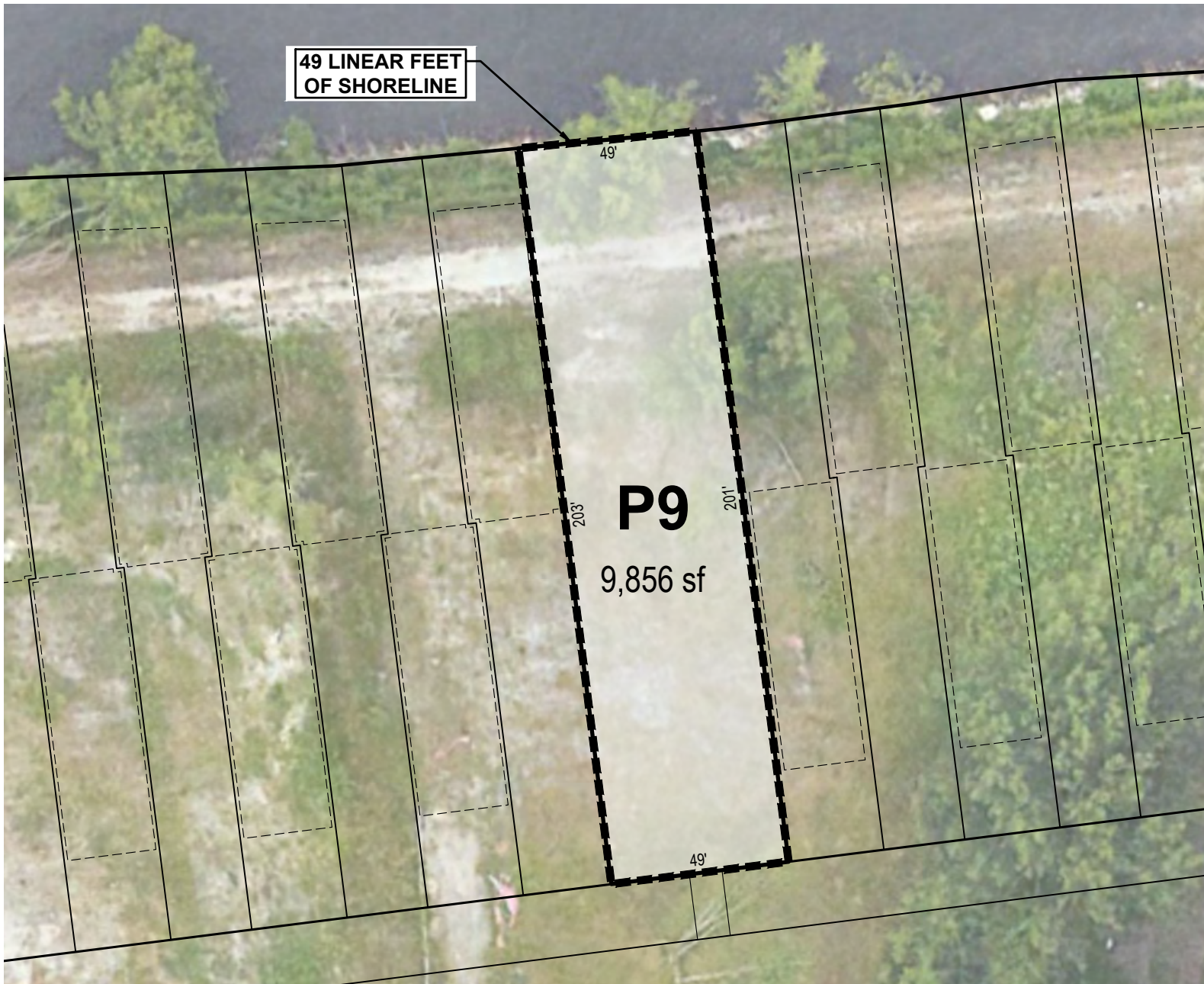


0' 10' 20' 40' S:1"=20'

WINDWARD POINTE

PUBLIC AMENITY (P8)





October 24, 2023

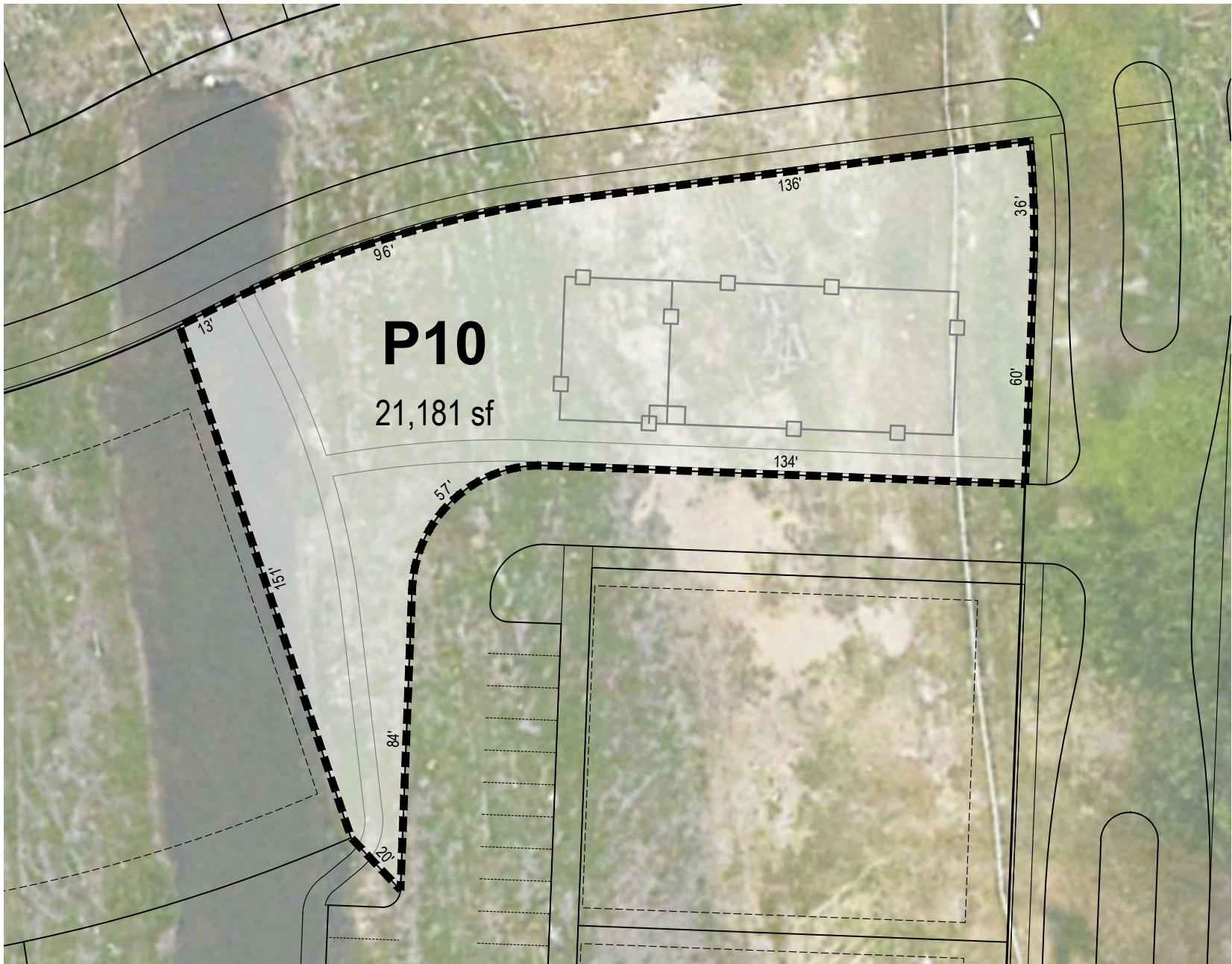


N. 0' 20' 40' 80' S:1"=40'

WINDWARD POINTE

PUBLIC AMENITY (P9)





October 24, 2023

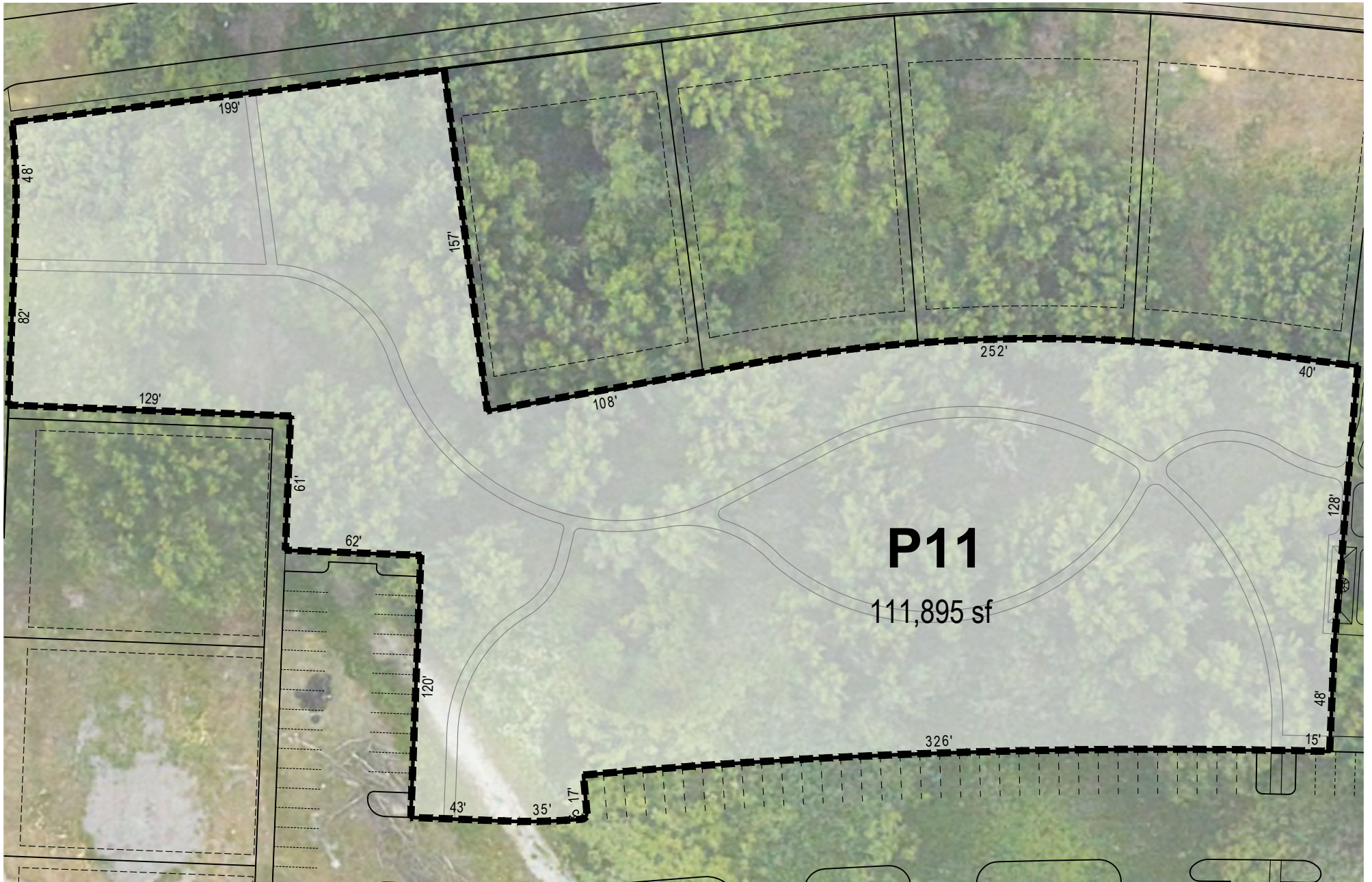


N. 0' 20' 40' 80' S:1"=40'

WINDWARD POINTE

PUBLIC AMENITY (P10)





October 24, 2023



N. 0' 30' 60' 120' S:1"=60'

WINDWARD POINTE

PUBLIC AMENITY (P11)





October 24, 2023



N. 0' 10' 20' 40' S:1"=20'

WINDWARD POINTE

PUBLIC AMENITY (P12)





October 24, 2023

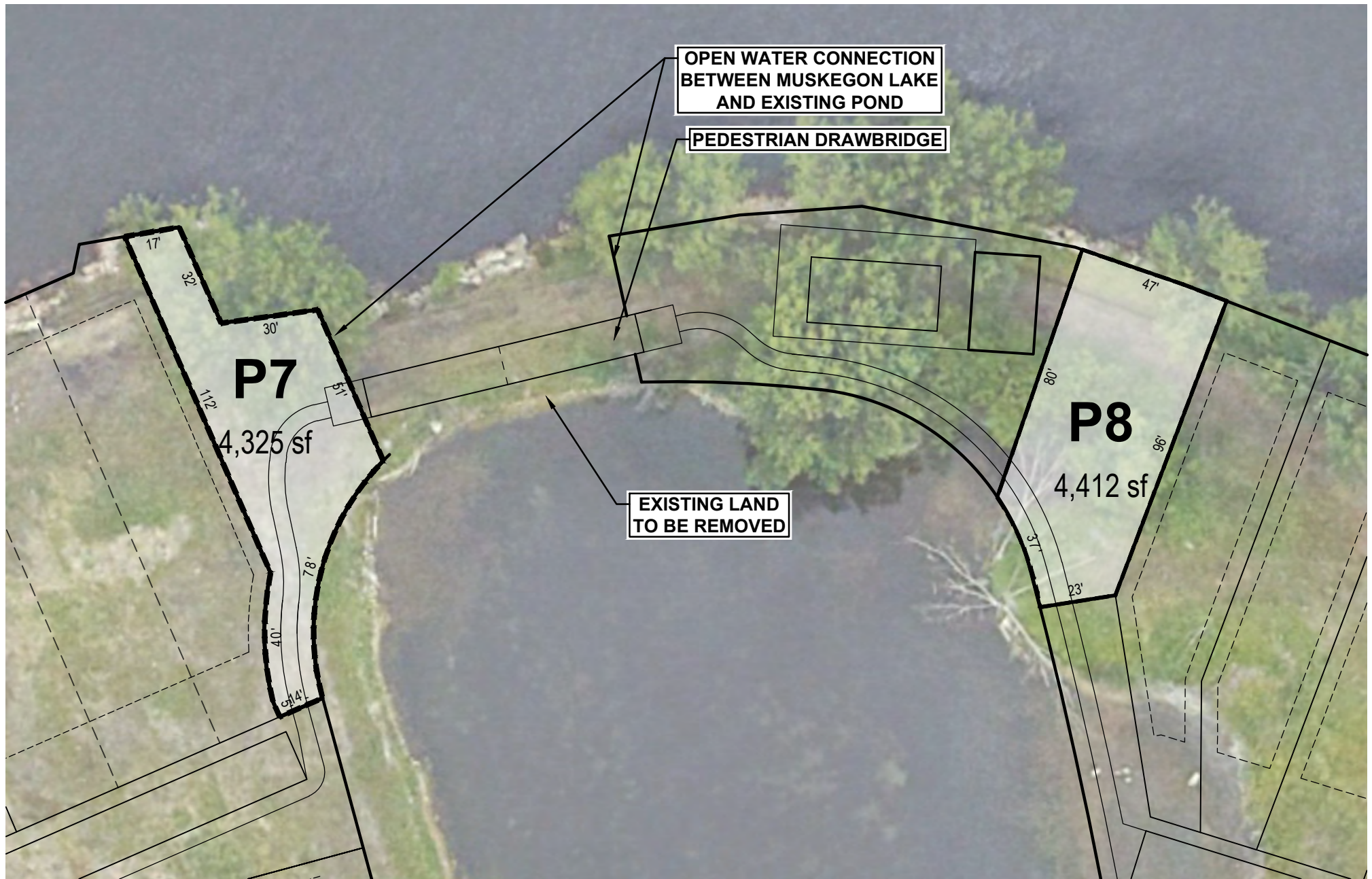


0' 20' 40' 80' S:1"=40'

WINDWARD POINTE

PUBLIC AMENITY (P14)





OPEN WATER CONNECTION
BETWEEN MUSKEGON LAKE
AND EXISTING POND

PEDESTRIAN DRAWBRIDGE

P7

4,325 sf

P8

4,412 sf

EXISTING LAND
TO BE REMOVED

October 24, 2023



N. 0' 20' 40' 80' S:1"=40'

WINDWARD POINTE

PUBLIC AMENITY (P7/8 OPTION B)



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

10.d

Commission Meeting Date: November 14, 2023	Title: 1 st Quarter Budget Reforecast
Submitted By: Kenneth D. Grant	Department: Finance
Brief Summary: At this time staff is asking for approval of the 1st Quarter Budget Reforecast for the FY2023-24 budget year.	
Detailed Summary & Background: Highlights of 1st Quarter Budget Reforecast: <u>101 General Fund</u> <u>Revenues:</u> There are no amendments for revenue for 1st Quarter. We are going to take a deeper look at revenue in the 2nd quarter due to 1st quarter only having 3 months of activity. <u>Expenditures:</u> City Commission Dept 101-Increase expenditures by \$5,602 due to passage of increase in Salary & Benefits from Local Officer Compensation Board. City Promotions & Public Relations Dept 103-Increase of \$14,000 for newsletter print cost, Watch Donation, and Lakeside Bid Donation. Decrease of \$39,448 to move intern's salary to Managers Office. City Manager Dept 172- Increase of \$42,308 due to moving Intern from Promotions, Human Resource Office buildout, and Human Resource Computer. Information Systems Dept 228-Increase of \$30,800 for BSA Cloud down-payment (Passed by Commission on September 26,2023). Contributions Dept 252-Increase \$5,000 for Lakeside Bid Fall Festival. City Hall Maintenance Dept 265-Increase expenditures by \$10,000 due to increase in water rates. Planning Dept 701- Total increase of \$35,000. Of which \$24,000 is for a possible Planner 3 position. \$10,000 is for conference and training that was inadvertently omitted from the original budget. \$1,000 is an increase in office supplies. Capital Projects Dept 901-Increase of \$60,000 for the second-floor remodel. <u>202 Major Streets Fund</u> <u>Revenues:</u> There are no amendments for Revenue. <u>Expenditures:</u> Added \$40,000 for intersection repairs at Getty and Marquette.	

203 Local Streets Fund**Revenues:**

There are no amendments for Revenue.

Expenditures:

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

Brownfield & DDA Funds**Revenues:**

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

Expenditures:

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

254 Trinity Health Arena Fund**Revenues:**

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

Expenditures:

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

445 Public Improvement Fund**Revenues:**

There are no amendments to Revenue.

Expenditures:

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

590 Sewer Fund**Revenues:**

There are no amendments to Revenue.

Expenditures:

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

591 Water Fund**Revenues:**

There are no amendments to Revenue.

Expenditures:

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

677 General Insurance Fund**Revenues:**

There are no amendments to Revenue.

Expenditures:

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

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

Amount Requested:

101 General Fund increase expenditures by \$163,262.00
202 Major Street Fund increase expenditures by \$40,000.00
203 Local Street Fund increase expenditures by \$625,000.00

Budgeted Item:

Yes ☐ No ☐ N/A ☒

254 Trinity Health Arena Fund increase revenue by \$13,000.00 254 Trinity Health Arena Fund increase expenditures by \$15,040.0 445 Public Improvement Fund increase expenditures by \$640,000.00 590 Sewer Fund increase expenditures by \$280,318.00 Amount Requested (continued) 591 Water Fund increase expenditures by \$1,078,677.00 677 General Insurance Fund increase expenditures by \$4,103.20	
Fund(s) or Account(s): Multiple	Budget Amendment Needed: Yes ☒ No ☐ N/A ☐
Recommended Motion: To approve the 1st Quarter FY2023-24 Budget Reforecast as presented.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☒ Communication ☒ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

11/02/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF MUSKEGON

PERIOD ENDING 09/30/2023

THIS REPORT COMPARES CY ACTUAL REVENUES/EXPENSES WITH BUDGETED AMOUNTS AND WITH PRIOR YEAR ACTUALS

		YTD BALANCE	YTD BALANCE	2023-24	% BDGT	2023-24	
GL NUMBER	DESCRIPTION	09/30/2023	09/30/2022	ORIGINAL	USED	1st Qtr	
Reforecast							
Fund 101 - GENERAL							
Revenues							
4100	TAXES & SPECIAL ASSESSMENTS	2,688,641.65	2,627,596.73	21,078,349.00	13%	21,078,349.00	
4200	LICENSES & PERMITS	743,606.03	672,312.79	2,684,500.00	28%	2,684,500.00	
4300	FEDERAL GRANTS	20,005.23	22,514.94	401,000.00	5%	401,000.00	
4400	STATE GRANTS	0.00	0.00	900,000.00	0%	900,000.00	
4500	STATE SHARED	0.00	0.00	5,749,318.00	0%	5,749,318.00	
4600	CHARGES FOR SERVICE	1,703,160.51	1,528,103.22	6,037,479.00	28%	6,037,479.00	
4700	FINES & PENALTIES	354,566.57	271,405.95	1,180,660.00	30%	1,180,660.00	
4800	CONTRIBUTIONS & MISCELLANEOUS	81,282.07	11,000.00	127,000.00	64%	127,000.00	
4900	INTEREST & OPERATING TRANSFERS	(119,223.22)	(365,776.21)	530,000.00	-22%	530,000.00	
TOTAL REVENUES		5,472,038.84	4,767,157.42	38,688,306.00	14%	38,688,306.00	
Expenditures							
101	CITY COMMISSION	28,414.29	36,797.19	147,376.00	19%	152,978.00	Increase in Salary & Benefit from Local Officer Compensation Committee
103	CITY PROMOTIONS & PUBLIC RELATIONS	4,151.62	20,495.99	182,223.00	2%	156,775.00	Newsletter Print Cost Increased w/additional Panel. Watch donation \$5,000 and Lakeside bid Donation \$2,500. Move Intern Salaries
172	CITY MANAGER	180,805.02	73,228.65	714,619.00	25%	756,927.00	Moved & extended Isabela Internship Through April. HR Office buildout and computer
202	FINANCE ADMINISTRATION	127,708.99	158,813.56	752,641.00	17%	752,641.00	
203	PENSION ADMINISTRATION	475,810.80	565,644.20	2,857,808.00	17%	2,857,808.00	
205	INCOME TAX	103,010.03	96,530.74	485,142.00	21%	485,142.00	
215	CITY CLERK	134,398.87	186,137.55	836,450.00	16%	836,450.00	
228	INFORMATION SYSTEMS ADMINISTRATION	150,799.85	121,438.10	699,693.00	22%	730,493.00	Addition of \$30,800 for BSA cloud down-payment (per commission approval) \$5,000 Lakeside Bid Fall Festival
252	CONTRIBUTIONS	203,620.50	119,250.00	574,426.00	35%	579,426.00	
253	CITY TREASURER	143,152.51	148,637.40	729,654.00	20%	729,654.00	
257	CITY ASSESSOR	110,448.30	105,404.00	430,000.00	26%	430,000.00	
265	CITY HALL MAINTENANCE	92,297.24	74,439.34	474,279.00	19%	484,279.00	Water Rate Increases
266	CITY ATTORNEY	108,302.68	106,512.88	420,000.00	26%	420,000.00	

269	CIVIL SERVICE	50,786.98	44,749.45	325,164.00	16%	325,164.00	
272	INSURANCE SERVICES	0.00	0.00	810,000.00	0%	810,000.00	
301	POLICE DEPARTMENT	2,523,837.03	2,504,220.69	11,498,377.00	22%	11,498,377.00	
336	FIRE DEPARTMENT	907,973.74	846,270.11	4,412,794.00	21%	4,412,794.00	
340	NEW CENTRAL FIRE STATION	32,169.50	24,645.07	0.00	100%	0.00	
387	BUILDING INSPECTIONS	420,553.15	319,015.39	2,406,083.00	17%	2,406,083.00	
446	COMMUNITY EVENT SUPPORT/DOWNTOWN BID	34,238.78	29,795.22	172,871.00	20%	172,871.00	
448	STREET LIGHTING	72,784.21	74,919.17	310,000.00	23%	310,000.00	
521	SANITATION	496,944.01	371,176.21	2,570,612.00	19%	2,570,612.00	
550	STORM WATER MANAGEMENT	701.57	1,869.38	24,250.00	3%	24,250.00	
567	CEMETERIES	126,428.60	171,344.15	598,103.00	21%	598,103.00	
							addition of 3rd planner. Added Conference and training that was supposed to be in original budget
701	PLANNING	157,718.09	120,206.98	554,263.00	28%	589,263.00	
707	NEIGHBORHOOD & CONSTRUCTION SERVICES	0.00	2,106.84	0.00	0%	0.00	
728	ECONOMIC DEVELOPMENT	208.32	0.00	0.00	100%	0.00	
751	RECREATION	45,051.66	0.00	340,419.00	13%	340,419.00	
757	MC GRAFT PARK	31,493.31	25,544.54	117,651.00	27%	117,651.00	
770	PARKS MAINTENANCE	887,853.62	636,212.00	2,633,060.00	34%	2,633,060.00	
771	FORESTRY	6,996.28	3,318.36	28,000.00	25%	28,000.00	
772	PAID BEACH PARKING	112,058.48	38,717.93	432,617.00	26%	432,617.00	
773	SOCIAL DISTRICT	21,047.77	27,524.20	46,528.00	45%	46,528.00	
775	GENERAL RECREATION	0.00	0.00	0.00	0%	0.00	
806	MERCY HEALTH ARENA	132.43	0.00	0.00	100%	0.00	
							Increased Second Floor Remodel by \$60,000
901	CAPITAL PROJECTS	30,750.65	703,273.57	582,700.00	5%	642,700.00	
906	DEBT SERVICE	806,250.00	900,367.50	1,081,004.00	75%	1,081,004.00	
999	TRANSFERS TO OTHER FUNDS	50,000.01	50,000.01	1,430,000.00	3%	1,430,000.00	
TOTAL EXPENDITURES		8,678,898.89	8,708,606.37	39,678,807.00	22%	39,842,069.00	
Fund 101 - GENERAL:							
TOTAL REVENUES		5,472,038.84	4,767,157.42	38,688,306.00	14%	38,688,306.00	
TOTAL EXPENDITURES		8,678,898.89	8,708,606.37	39,678,807.00	22%	39,842,069.00	
NET OF REVENUES & EXPENDITURES		(3,206,860.05)	(3,941,448.95)	(990,501.00)		(1,153,763.00)	

11/06/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF MUSKEGON

PERIOD ENDING 09/30/2023

THIS REPORT COMPARES CY ACTUAL REVENUES/EXPENSES WITH BUDGETED AMOUNTS AND WITH PRIOR YEAR ACTUALS

				2023-24		
GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2023	YTD BALANCE 09/30/2022	ORIGINAL BUDGET	% BDGT USED	1ST QUARTER REFORECAST
Fund 202 - MAJOR STREETS						
Revenues						
202-000-540	STATE GRANTS	0.00	0.00	335,000.00	0%	335,000.00
202-000-546	STATE RECEIPT MAJORS	471,598.85	516,570.74	4,645,000.00	10%	4,645,000.00
202-000-581	LRP LOCAL ROADS PROGRAM	6,627.32	6,651.43	80,000.00	8%	80,000.00
202-000-665-004970	INTEREST INCOME	3,628.93	3,851.44	0.00	100%	0.00
202-000-684-004800	MISC. & SUNDRY	3,470.26	2,400.00	0.00	100%	0.00
202-575-684	MISC. & SUNDRY	0.00	2.87	0.00	0%	0.00
TOTAL REVENUES		485,325.36	529,476.48	5,060,000.00	10%	5,060,000.00
Expenditures						
450	ROUTINE MAINTENANCE	298,894.26	19,698.64	803,503.00	37%	843,503.00
451	POTHOLE PATCHING	0.00	5,876.58	0.00	0%	0.00
453	GUARD RAIL & POSTS	0.00	687.79	0.00	0%	0.00
456	TRAFFIC COUNTERS	0.00	441.25	0.00	0%	0.00
460	PAVEMENT SURFACE MAINTENANCE	0.00	18,824.79	0.00	0%	0.00
462	ROAD SIDE CLEANUP	0.00	184.18	0.00	0%	0.00
463	WINTER MAINTENANCE	0.00	882.50	183,009.00	0%	183,009.00
518	TRAFFIC SIGNALS	0.00	4,609.60	0.00	0%	0.00
519	TRAFFIC SERVICES	26,256.27	3,837.19	166,682.00	16%	166,682.00
523	BEACH ROADWAY CLEARING	0.00	1,345.26	0.00	0%	0.00
563	EQUIPMENT SERVICES	0.00	73.20	0.00	0%	0.00
564	DRAINAGE MAINTENANCE	34,166.21	991.19	16,483.00	207%	16,483.00
571	TREES & SCHRUBS	0.00	4,323.06	0.00	0%	0.00
573	MISCELLANEOUS EXPENSES	0.00	18,274.95	0.00	0%	0.00
574	ADMINISTRATION & RECORDKEEPING	84,232.74	210,025.43	336,931.00	25%	336,931.00
575	LEAVES & BENEFITS	49,225.05	52,270.76	251,329.00	20%	251,329.00
576	SIGN FABRICATION	0.00	1,489.00	0.00	0%	0.00
901	CAPITAL PROJECTS	745,176.14	268,138.14	1,628,000.00	46%	1,628,000.00
999	TRANSFERS TO OTHER FUNDS	0.00	0.00	400,000.00	0%	400,000.00
TOTAL EXPENDITURES		1,237,950.67	611,973.51	3,785,937.00	33%	3,825,937.00
Fund 202 - MAJOR STREETS:						
TOTAL REVENUES		485,325.36	529,476.48	5,060,000.00	10%	5,060,000.00
TOTAL EXPENDITURES		1,237,950.67	611,973.51	3,785,937.00	33%	3,825,937.00

Added \$40k
for
intersection
repairs at
Getty and
Marquette

NET OF REVENUES & EXPENDITURES

(752,625.31)

(82,497.03)

1,274,063.00

1,234,063.00

11/07/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF MUSKEGON

PERIOD ENDING 09/30/2023

THIS REPORT COMPARES CY ACTUAL REVENUES/EXPENSES WITH BUDGETED AMOUNTS AND WITH PRIOR YEAR ACTUALS

		YTD BALANCE	YTD BALANCE	2023-24	2023-24	
GL NUMBER	DESCRIPTION	09/30/2023	09/30/2022	ORIGINAL BUDGET	% BDGT USED	ORIGINAL BUDGET
Fund 203 - LOCAL STREETS						
Revenues						
203-000-492	TELECOM FRANCHISE FEES	0.00	0.00	200,000.00	0%	200,000.00
203-000-553	STATE RECEIPT LOCAL	131,226.78	121,442.77	1,280,000.00	10%	1,280,000.00
203-000-581	LRP LOCAL ROADS PROGRAM	1,844.11	1,845.73	20,000.00	9%	20,000.00
203-000-657-004802	REIMB:SERVICES RENDERED	0.00	7,285.15	5,000.00	0%	5,000.00
203-000-665-004970	INTEREST INCOME	458.42	702.12	2,500.00	18%	2,500.00
203-000-684-004800	MISC. & SUNDRY	0.00	99.64	0.00	0%	0.00
203-000-699	OPERATING TRANSFERS IN	0.00	0.00	400,000.00	0%	400,000.00
203-575-684	MISC. & SUNDRY	0.00	6.14	0.00	0%	0.00
TOTAL REVENUES		133,529.31	131,381.55	1,907,500.00	7%	1,907,500.00
Expenditures						
450	ROUTINE MAINTENANCE	113,906.27	30,106.08	844,373.00	13%	844,373.00
451	POTHOLE PATCHING	0.00	7,178.44	0.00	0%	0.00
458	ALLEY MAINTENANCE	0.00	3,523.49	0.00	0%	0.00
459	BRINING	0.00	364.83	0.00	0%	0.00
460	PAVEMENT SURFACE MAINTENANCE	0.00	53,915.86	0.00	0%	0.00
461	UNPAVED SURFACE MAINTENANCE	0.00	512.01	0.00	0%	0.00
462	ROAD SIDE CLEANUP	0.00	23.38	0.00	0%	0.00
463	WINTER MAINTENANCE	0.00	0.00	247,449.00	0%	247,449.00
468	PAVEMENT SPALL & POT HOLE REPAIR	0.00	187.04	0.00	0%	0.00
519	TRAFFIC SERVICES	3,726.78	579.13	12,526.00	30%	12,526.00
564	DRAINAGE MAINTENANCE	34,899.83	2,764.49	41,499.00	84%	41,499.00
565	CATCH BASINS	0.00	4,461.52	0.00	0%	0.00
571	TREES & SCHRUBS	0.00	19,646.51	0.00	0%	0.00
573	MISCELLANEOUS EXPENSES	0.00	2,784.70	0.00	0%	0.00
574	ADMINISTRATION & RECORDKEEPING	66,533.25	195,764.94	266,133.00	25%	266,133.00
575	LEAVES & BENEFITS	36,008.57	46,421.56	266,412.00	14%	266,412.00
901	CAPITAL PROJECTS	29,353.46	6,212.40	400,000.00	7%	1,025,000.00
TOTAL EXPENDITURES		284,428.16	375,285.08	2,078,392.00	14%	2,703,392.00
Fund 203 - LOCAL STREETS:						
TOTAL REVENUES		133,529.31	131,381.55	1,907,500.00	7%	1,907,500.00
TOTAL EXPENDITURES		284,428.16	375,285.08	2,078,392.00	14%	2,703,392.00
NET OF REVENUES & EXPENDITURES		(150,898.85)	(243,903.53)	(170,892.00)		(795,892.00)

Added Millard and
Edgewater \$275,000
each. Engineering for
New and 2nd \$75,000

11/06/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF MUSKEGON

PERIOD ENDING 09/30/2023

THIS REPORT COMPARES CY ACTUAL REVENUES/EXPENSES WITH BUDGETED AMOUNTS AND WITH PRIOR YEAR ACTUALS

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2023	YTD BALANCE 09/30/2022	2023-24 ORIGINAL BUDGET	% BDGT USED	1ST QUARTER REFORECAST
Fund 232 - HARBOR WEST BROWNFIELD						
Revenues						
232-000-402	PROPERTY TAX	0.00	0.00	11,300.00	0%	12,900.00
TOTAL REVENUES		0.00	0.00	11,300.00	0%	12,900.00
Expenditures						
735	DEVELOPMENT ACTIVITY	994.00	0.00	0.00	100%	0.00
TOTAL EXPENDITURES		994.00	0.00	0.00	100%	0.00
Fund 232 - HARBOR WEST BROWNFIELD:						
TOTAL REVENUES		0.00	0.00	11,300.00	0%	12,900.00
TOTAL EXPENDITURES		994.00	0.00	0.00	100%	0.00
NET OF REVENUES & EXPENDITURES		(994.00)	0.00	11,300.00		12,900.00

Fund 233 - SCATTERED HOUSING BROWNFIELD FUN

Revenues

233-000-402	SCATTERED HOUSING BROWNFIELD FUN	0.00	0.00	61,100.00	0%	97,000.00
TOTAL REVENUES		0.00	0.00	61,100.00	0%	97,000.00

Expenditures

901	CAPITAL PROJECTS	0.00	0.00	900.00	0%	900.00
TOTAL EXPENDITURES		0.00	0.00	900.00	0%	900.00

Fund 233 - SCATTERED HOUSING BROWNFIELD FUN:

TOTAL REVENUES		0.00	0.00	61,100.00	0%	97,000.00
TOTAL EXPENDITURES		0.00	0.00	900.00	0%	900.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	60,200.00		96,100.00

Fund 234 - BROWNFIELD AUTHORITY (PIGEON HILL)

Revenues

234-000-402	PROPERTY TAX	0.00	0.00	20,500.00	0%	16,000.00
234-000-665-004970	INTEREST INCOME	1.80	2.55	0.00	100%	0.00
TOTAL REVENUES		1.80	2.55	20,500.00	0%	16,000.00

Expenditures

717	BROWNFIELD	2,121.50	0.00	20,500.00	10%	16,000.00
TOTAL EXPENDITURES		2,121.50	0.00	20,500.00	10%	16,000.00

Fund 234 - BROWNFIELD AUTHORITY (PIGEON HILL):

TOTAL REVENUES		1.80	2.55	20,500.00	0%	16,000.00
TOTAL EXPENDITURES		2,121.50	0.00	20,500.00	10%	16,000.00
NET OF REVENUES & EXPENDITURES		(2,119.70)	2.55	0.00		0.00

Fund 235 - BROWNFIELD AUTHORITY (BETTEN)

Revenues

235-000-402	PROPERTY TAX	0.00	0.00	143,900.00	0%	154,000.00
235-000-428	REIMBURSEMENT STATE	0.00	0.00	11,000.00	0%	11,000.00
TOTAL REVENUES		0.00	0.00	154,900.00	0%	165,000.00

Expenditures

906	DEBT SERVICE	4,919.89	7,263.41	7,300.00	67%	7,300.00
TOTAL EXPENDITURES		4,919.89	7,263.41	7,300.00	67%	7,300.00

Fund 235 - BROWNFIELD AUTHORITY (BETTEN):

TOTAL REVENUES		0.00	0.00	154,900.00	0%	165,000.00
TOTAL EXPENDITURES		4,919.89	7,263.41	7,300.00	67%	7,300.00
NET OF REVENUES & EXPENDITURES		(4,919.89)	(7,263.41)	147,600.00		157,700.00

Fund 236 - BROWNFIELD AUTHORITY (FORMER MALL SITE)

Revenues

236-000-402	PROPERTY TAX	0.00	0.00	242,900.00	0%	253,000.00
236-000-428	REIMBURSEMENT STATE	0.00	0.00	13,600.00	0%	13,600.00
236-000-665-004970	INTEREST INCOME	85.53	59.55	185.00	46%	185.00
TOTAL REVENUES		85.53	59.55	256,685.00	0%	266,785.00

Expenditures

999	TRANSFERS TO OTHER FUNDS	0.00	0.00	256,685.00	0%	266,785.00
TOTAL EXPENDITURES		0.00	0.00	256,685.00	0%	266,785.00

Fund 236 - BROWNFIELD AUTHORITY (FORMER MALL SITE):

TOTAL REVENUES		85.53	59.55	256,685.00	0%	266,785.00
TOTAL EXPENDITURES		0.00	0.00	256,685.00	0%	266,785.00
NET OF REVENUES & EXPENDITURES		85.53	59.55	0.00		0.00

Fund 237 - BROWNFIELD AUTHORITY TERRACE POINT

Revenues

237-000-402	PROPERTY TAX	0.00	0.00	404,800.00	0%	433,000.00
237-000-665-004970	INTEREST INCOME	27.57	4.16	15.00	184%	15.00
TOTAL REVENUES		27.57	4.16	404,815.00	0%	433,015.00

Expenditures

716	TERRACE POINT LANDING	29,532.00	0.00	375,300.00	8%	375,300.00
TOTAL EXPENDITURES		29,532.00	0.00	375,300.00	8%	375,300.00

Fund 237 - BROWNFIELD AUTHORITY TERRACE POINT:

TOTAL REVENUES		27.57	4.16	404,815.00	0%	433,015.00
TOTAL EXPENDITURES		29,532.00	0.00	375,300.00	8%	375,300.00
NET OF REVENUES & EXPENDITURES		(29,504.43)	4.16	29,515.00		57,715.00

Fund 238 - SWEETWATER BROWNFIELD

Revenues

238-000-402	PROPERTY TAX	0.00	0.00	77,600.00	0%	64,000.00
238-000-665-004970	INCOME TAX-PENALTY & INTEREST	4.76	0.00	0.00	100%	0.00
TOTAL REVENUES		4.76	0.00	77,600.00	100%	64,000.00

Expenditures

717	BROWNFIELD	5,678.50	0.00	72,000.00	8%	64,000.00
TOTAL EXPENDITURES		5,678.50	0.00	72,000.00	8%	64,000.00

Fund 238 - SWEETWATER BROWNFIELD:

TOTAL REVENUES		4.76	0.00	77,600.00	0%	64,000.00
TOTAL EXPENDITURES		5,678.50	0.00	72,000.00	8%	64,000.00
NET OF REVENUES & EXPENDITURES		(5,673.74)	0.00	5,600.00		0.00

Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND

Revenues

250-000-402	PROPERTY TAX	0.00	0.00	86,300.00	0%	103,000.00
250-000-428	REIMBURSEMENT STATE	0.00	0.00	3,400.00	0%	3,400.00
250-000-665-004970	INTEREST INCOME	58.08	89.94	0.00	100%	0.00
250-000-699-100000	OP. TRANS FROM GENERAL FUND	50,000.01	50,000.01	20,000.00	250%	20,000.00
TOTAL REVENUES		50,058.09	50,089.95	109,700.00	46%	126,400.00

Expenditures

906	DEBT SERVICE	(1,387.17)	41,118.43	108,824.00	-1%	108,824.00
TOTAL EXPENDITURES		(1,387.17)	41,118.43	108,824.00	-1%	108,824.00

Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND:

TOTAL REVENUES		50,058.09	50,089.95	109,700.00	46%	126,400.00
TOTAL EXPENDITURES		(1,387.17)	41,118.43	108,824.00	-1%	108,824.00
NET OF REVENUES & EXPENDITURES		51,445.26	8,971.52	876.00		17,576.00

Fund 394 - DOWNTOWN DEVELOPMENT AUTH DS

Revenues

394-000-402	PROPERTY TAX	0.00	0.00	400,000.00	0%	482,000.00
394-000-540	STATE GRANTS	0.00	2,625.00	0.00	0%	0.00
394-000-613	EVENT REVENUE	0.00	205.00	200,000.00	0%	200,000.00
394-000-665-004970	INTEREST INCOME	351.96	286.84	0.00	100%	0.00
394-000-679-004845	FUNDRAISING REVENUE	0.00	(350.00)	15,000.00	0%	15,000.00
394-000-679-004846	SPONSORSHIP REVENUE	0.00	(4,726.00)	17,000.00	0%	17,000.00
394-000-679-004847	SPONSORSHIP REVENUE - MUSK ART FAIR	0.00	0.00	25,000.00	0%	25,000.00
TOTAL REVENUES		351.96	(1,959.16)	657,000.00	0%	739,000.00

Expenditures

703	DOWNTOWN MUSKEGON BID	25,240.58	23,690.55	185,802.00	14%	185,802.00
778	LAKESHORE ART FESTIVAL	1,554.08	14,109.76	160,000.00	1%	160,000.00
780	TASTE OF MUSKEGON	0.00	9,797.91	90,000.00	0%	90,000.00
809	EVENTS	3,411.25	540.16	0.00	100%	0.00
906	DEBT SERVICE	20,705.97	35,341.68	200,000.00	10%	200,000.00
TOTAL EXPENDITURES		50,911.88	83,480.06	635,802.00	8%	635,802.00

Fund 394 - DOWNTOWN DEVELOPMENT AUTH DS:

TOTAL REVENUES		351.96	(1,959.16)	657,000.00	0%	739,000.00
TOTAL EXPENDITURES		50,911.88	83,480.06	635,802.00	8%	635,802.00
NET OF REVENUES & EXPENDITURES		(50,559.92)	(85,439.22)	21,198.00		103,198.00

Fund 395 - TIFA DEBT SERVICE

Revenues

395-000-402	PROPERTY TAX	0.00	0.00	45,000.00	0%	47,000.00
395-000-428	REIMBURSEMENT STATE	0.00	0.00	9,800.00	0%	9,800.00
395-000-665-004970	INTEREST INCOME	16.47	17.21	0.00	100%	0.00
TOTAL REVENUES		16.47	17.21	54,800.00	0%	56,800.00

Expenditures

906	DEBT SERVICE	12,500.01	12,500.01	50,000.00	25%	50,000.00
TOTAL EXPENDITURES		12,500.01	12,500.01	50,000.00	25%	50,000.00

Fund 395 - TIFA DEBT SERVICE:

TOTAL REVENUES		16.47	17.21	54,800.00	0%	56,800.00
TOTAL EXPENDITURES		12,500.01	12,500.01	50,000.00	25%	50,000.00
NET OF REVENUES & EXPENDITURES		(12,483.54)	(12,482.80)	4,800.00		6,800.00

11/06/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF MUSKEGON

PERIOD ENDING 09/30/2023

THIS REPORT COMPARES CY ACTUAL REVENUES/EXPENSES WITH BUDGETED AMOUNTS AND WITH PRIOR YEAR ACTUALS

				2023-24		
GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2023	YTD BALANCE 09/30/2022	ORIGINAL BUDGET	% BDGT USED	1ST QUARTER REFORECAST
Fund 254 - MERCY HEALTH ARENA						
Revenues						
254-000-613-004691	EVENT REVENUE	2,404.04	14,584.78	420,000.00	1%	420,000.00
254-000-613-004696	CONCESSION NON ALCHOLIC	1,458.24	12,695.87	85,000.00	2%	85,000.00
254-000-613-004699	FOOD HUB	0.00	0.00	25,000.00	0%	25,000.00
254-000-614-004630	CARLISLES	16,324.39	27,246.56	100,000.00	16%	100,000.00
254-000-614-004639	RAD DADS	54,277.80	84,800.66	250,000.00	22%	250,000.00
254-000-614-004640	TICKET SURCHARGE	248.02	3,650.69	40,000.00	1%	40,000.00
254-000-614-004646	CONCESSIONS FOOD	1,365.40	1,202.99	100,000.00	1%	100,000.00
254-000-614-004697	ALCOHOLIC BEVERAGE	9,165.85	6,766.97	175,000.00	5%	175,000.00
254-000-614-004698	FLOOR RENTAL	20,627.00	39,505.00	250,000.00	8%	250,000.00
254-000-620-004619	MISC. SALES AND SERVICES	4,091.42	2,059.44	7,000.00	58%	7,000.00
254-000-626-004666	PARKING LOT RENTAL - WESTERN AVENUE	0.00	4,337.50	35,000.00	0%	35,000.00
254-000-632	ANNEX REVENUE	4,537.50	1,512.50	42,000.00	11%	55,000.00
254-000-642-004652	SALES & SERVICE	0.00	0.00	500.00	0%	500.00
254-000-657-004802	REIMB:SERVICES RENDERED	1,230.00	0.00	1,000.00	123%	1,000.00
254-000-665-004970	INTEREST INCOME	2,832.00	3,096.53	7,500.00	38%	7,500.00
254-000-667-004667	PARKING LOT RENTAL - SHORELINE	0.00	0.00	4,000.00	0%	4,000.00
254-000-667-004677	RENT	0.00	63,752.30	150,000.00	0%	150,000.00
254-000-671	ADVERTISING REVENUE	1,500.00	0.00	120,000.00	1%	120,000.00
254-000-684-004800	MISC. & SUNDRY	6,270.27	2.11	10,000.00	63%	10,000.00
254-000-699-100000	OP. TRANS FROM GENERAL FUND	3,239.46	0.00	400,000.00	1%	400,000.00
TOTAL REVENUES		129,571.39	265,213.90	2,222,000.00	6%	2,235,000.00

Negotiating higher lease...currently operating with 3-4 therapists (extra \$22,600 max)

Expenditures

806	MERCY HEALTH ARENA	382,608.06	403,033.50	2,091,963.00	18%	2,103,703.00	806 is our expenditures except Carlisles and Projects...Carlisles was give 812. Everything else is included in 806. Additional expenses are capital outlays increasing by \$40,000 for arena glass...
812	CARLISLE	16,258.67	22,359.54	55,000.00	30%	55,000.00	
901	CAPITAL PROJECTS	3,239.46	516,633.75	73,935.00	4%	77,235.00	Coalition Companies ADA/ARPA was added...had to increase to \$3,300 because \$3,239 was spent.
TOTAL EXPENDITURES		402,106.19	942,026.79	2,220,898.00	18%	2,235,938.00	
Fund 254 - MERCY HEALTH ARENA:							
TOTAL REVENUES		129,571.39	265,213.90	2,222,000.00	6%	2,235,000.00	
TOTAL EXPENDITURES		402,106.19	942,026.79	2,220,898.00	18%	2,235,938.00	
NET OF REVENUES & EXPENDITURES		(272,534.80)	(676,812.89)	1,102.00		(938.00)	

11/06/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF MUSKEGON

PERIOD ENDING 09/30/2023

THIS REPORT COMPARES CY ACTUAL REVENUES/EXPENSES WITH BUDGETED AMOUNTS AND WITH PRIOR YEAR ACTUALS

				2023-24		
GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2023	YTD BALANCE 09/30/2022	ORIGINAL BUDGET	% BDGT USED	1ST QUARTER REFORECAST
Fund 445 - PUBLIC IMPROVEMENT						
Revenues						
445-000-626-004651	REIMBURSEMENT	0.00	0.00	250,000.00	0%	250,000.00
445-000-665-004970	INTEREST INCOME	1,664.31	498.15	0.00	100%	0.00
445-000-667-004674	RENTAL - CITY HALL	0.00	3,900.00	0.00	0%	0.00
445-000-667-004677	RENT	2,600.00	0.00	0.00	100%	0.00
445-000-671	LEASE BILLBOARDS	375.00	2,500.00	0.00	100%	0.00
445-000-674-004805	CONTRIBUTIONS	0.00	20,717.50	0.00	0%	0.00
445-000-677-004808	SALE OF LAND	688,972.25	69,640.80	1,150,000.00	60%	1,150,000.00
445-000-679-004847	SPONSORSHIP REVENUE - PARKS	37,500.00	37,500.00	135,000.00	28%	135,000.00
445-000-684-004800	MISC. & SUNDRY	238.00	0.00	0.00	100%	0.00
445-000-699	OPERATING TRANSFERS IN	0.00	0.00	130,000.00	0%	130,000.00
TOTAL REVENUES		731,349.56	134,756.45	1,665,000.00	44%	1,665,000.00
Expenditures						
728	ECONOMIC DEVELOPMENT	29,015.37	0.00	0.00	100%	0.00
807	WESTERN AVENUE CHALETS	0.00	0.00	25,000.00	0%	25,000.00
901	CAPITAL PROJECTS	1,881,426.44	129,209.66	2,424,000.00	78%	2,884,000.00
TOTAL EXPENDITURES		1,910,441.81	129,209.66	2,449,000.00	78%	2,909,000.00
Fund 445 - PUBLIC IMPROVEMENT:						
TOTAL REVENUES		731,349.56	134,756.45	1,665,000.00	44%	1,665,000.00
TOTAL EXPENDITURES		1,910,441.81	129,209.66	2,449,000.00	78%	2,909,000.00
NET OF REVENUES & EXPENDITURES		(1,179,092.25)	5,546.79	(784,000.00)		(1,244,000.00)

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

11/06/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF MUSKEGON

PERIOD ENDING 09/30/2023

THIS REPORT COMPARES CY ACTUAL REVENUES/EXPENSES WITH BUDGETED AMOUNTS AND WITH PRIOR YEAR ACTUALS

				2023-24		
GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2023	YTD BALANCE 09/30/2022	ORIGINAL BUDGET	% BDGT USED	1ST QUARTER REFORECAST
Fund 590 - SEWAGE DISPOSAL SYSTEM						
Revenues						
590-000-620-004619	MISC. SALES AND SERVICES	26,700.00	30,395.00	74,000.00	36%	74,000.00
590-000-628-004605	METERED SALES	2,889,145.62	2,033,605.08	9,500,000.00	30%	9,500,000.00
590-000-638-004606	DEBT SERVICE FEE	73,175.44	0.00	473,494.00	15%	473,494.00
590-000-657-004704	PENALTIES/INTEREST/FINES	66,807.09	51,823.02	180,000.00	37%	180,000.00
590-000-665-004970	INTEREST INCOME	2,804.36	2,684.69	4,000.00	70%	4,000.00
590-000-684-004800	MISC. & SUNDRY	0.00	0.00	2,000.00	0%	2,000.00
590-000-696-004961	BOND PROCEEDS	0.00	0.00	2,980,000.00	0%	2,980,000.00
590-559-684	MISC. & SUNDRY	0.00	14.67	0.00	0%	0.00
TOTAL REVENUES		3,058,632.51	2,118,522.46	13,213,494.00	23%	13,213,494.00
Expenditures						
203	PENSION ADMINISTRATION	15,659.68	18,616.24	94,055.00	17%	94,055.00
557	MUSKEGON CO. WASTEWATER TREATMENT	394,300.64	405,454.14	5,000,000.00	8%	5,000,000.00
559	WATER & SEWER MAINTENANCE	497,194.14	500,654.55	2,213,566.00	22%	2,213,566.00
901	CAPITAL PROJECTS	1,201,570.31	101,361.60	3,080,000.00	39%	3,080,000.00
906	BOND INTEREST, INSURANCE & OTHER	195,506.25	365,240.94	351,351.00	56%	631,668.72
TOTAL EXPENDITURES		2,304,231.02	1,391,327.47	10,738,972.00	21%	11,019,289.72
Fund 590 - SEWAGE DISPOSAL SYSTEM:						
TOTAL REVENUES		3,058,632.51	2,118,522.46	13,213,494.00	23%	13,213,494.00
TOTAL EXPENDITURES		2,304,231.02	1,391,327.47	10,738,972.00	21%	11,019,289.72
NET OF REVENUES & EXPENDITURES		754,401.49	727,194.99	2,474,522.00		2,194,204.28

Add in Recurring
entries for City Service
Fee and Utility
Administration

11/06/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF MUSKEGON

PERIOD ENDING 09/30/2023

THIS REPORT COMPARES CY ACTUAL REVENUES/EXPENSES WITH BUDGETED AMOUNTS AND WITH PRIOR YEAR ACTUALS

				2023-24		
GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2023	YTD BALANCE 09/30/2022	ORIGINAL BUDGET	% BDGT USED	1ST QUARTER REFORECAST
Fund 591 - WATER SUPPLY SYSTEM						
Revenues						
591-000-540	STATE GRANTS	0.00	85,200.62	460,000.00	0%	460,000.00
591-000-620-004619	MISC. SALES AND SERVICES	73,968.79	23,255.83	150,000.00	49%	150,000.00
591-000-628-004605	METERED SALES	1,334,632.25	780,734.12	3,500,000.00	38%	3,500,000.00
591-000-637	WHOLESALE WATER	1,426,358.54	1,511,657.23	4,520,000.00	32%	4,520,000.00
591-000-638-004606	DEBT SERVICE FEE	186,156.19	0.00	1,206,318.00	15%	1,206,318.00
591-000-642-004652	TOWNSHIP MAINTENANCE CONTRACT	29,836.62	10,971.21	100,000.00	30%	100,000.00
591-000-644-004618	LEAD REPLACEMENT FEE	189,604.71	188,680.00	750,000.00	25%	750,000.00
591-000-657-004704	PENALTIES/INTEREST/FINES	48,251.83	25,657.07	100,000.00	48%	100,000.00
591-000-657-004802	REIMB:SERVICES RENDERED	11,777.91	11,872.13	35,000.00	34%	35,000.00
591-000-684-004800	MISC. & SUNDRY	2,699.30	1,191.54	10,000.00	27%	10,000.00
591-000-692-004661	LEASE/RENTAL	48,869.53	17,770.23	200,000.00	24%	200,000.00
591-000-696-004961	BOND PROCEEDS	0.00	0.00	3,835,520.00	0%	3,835,520.00
591-558-684	MISC. & SUNDRY	0.00	2.27	0.00	0%	0.00
591-559-684	MISC. & SUNDRY	0.00	14.39	0.00	0%	0.00
TOTAL REVENUES		3,352,155.67	2,657,006.64	14,866,838.00	23%	14,866,838.00
Expenditures						
203	PENSION ADMINISTRATION	31,015.32	36,871.04	186,284.00	17%	186,284.00
555	LEAD SERVICE LINE	193,689.45	173,173.70	736,747.00	26%	736,747.00
558	WATER SUPPLY & FILTRATION	755,537.14	652,038.69	3,056,633.00	25%	3,056,633.00
559	WATER & SEWER MAINTENANCE	883,300.36	709,022.16	3,143,232.00	28%	3,143,232.00
560	WATER & SEWER MAINTENANCE-TWP	12,500.21	15,512.39	58,674.00	21%	58,674.00
901	CAPITAL PROJECTS	921,064.33	354,922.42	4,828,520.00	19%	
906	BOND INTEREST, INSURANCE & OTHER	1,415,792.82	876,472.09	787,534.00	180%	1,866,201.16
TOTAL EXPENDITURES		4,212,899.63	2,818,012.49	12,797,624.00	33%	13,876,291.16
Fund 591 - WATER SUPPLY SYSTEM:						
TOTAL REVENUES		3,352,155.67	2,657,006.64	14,866,838.00	23%	14,866,838.00
TOTAL EXPENDITURES		4,212,899.63	2,818,012.49	12,797,624.00	33%	13,876,291.16
NET OF REVENUES & EXPENDITURES		(860,743.96)	(161,005.85)	2,069,214.00		990,546.84

Added
Budget for
Bond
Expenses

11/06/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF MUSKEGON

PERIOD ENDING 09/30/2023

THIS REPORT COMPARES CY ACTUAL REVENUES/EXPENSES WITH BUDGETED AMOUNTS AND WITH PRIOR YEAR ACTUALS

		YTD BALANCE	YTD BALANCE	2023-24	% BDGT	1ST QUARTER
GL NUMBER	DESCRIPTION	09/30/2023	09/30/2022	ORIGINAL BUDGET	USED	REFORECAST
Fund 677 - GENERAL INSURANCE						
Revenues						
677-000-626-004651	REIMBURSEMENT	61.25	0.00	0.00	100%	0.00
677-000-642-004652	REIMBURSEMENT RETIREE HEALTHCARE	0.00	0.00	1,500,000.00	0%	1,500,000.00
677-000-665-004970	INTEREST INCOME	2,477.83	3,432.78	0.00	100%	0.00
677-000-674	CONTRIBUTIONS	73,795.45	111,411.84	422,000.00	17%	422,000.00
677-000-677-004807	COBRA RECEIPTS	1,981.87	3,019.18	5,000.00	40%	5,000.00
677-000-692	INTERDEPT.CHARGES	888,922.50	861,346.30	3,600,000.00	25%	3,600,000.00
677-272-684	MISC. & SUNDRY	0.00	3.60	0.00	0%	0.00
TOTAL REVENUES		967,238.90	979,213.70	5,527,000.00	18%	5,527,000.00
Expenditures						
272	INSURANCE SERVICES	1,612,153.55	1,262,795.47	3,253,694.00	50%	3,257,797.50
TOTAL EXPENDITURES		1,612,153.55	1,262,795.47	3,253,694.00	50%	3,257,797.50
Fund 677 - GENERAL INSURANCE:						
TOTAL REVENUES		967,238.90	979,213.70	5,527,000.00	18%	5,527,000.00
TOTAL EXPENDITURES		1,612,153.55	1,262,795.47	3,253,694.00	50%	3,257,797.50
NET OF REVENUES & EXPENDITURES		(644,914.65)	(283,581.77)	2,273,306.00		2,269,202.50

Masks, MERS
Conference
Finance, JJ
Keller
Increase,
EAWM table
increase