

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

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

Pages

- 1

7.b	<u>Storage Area Network Device (SAN) - Information Technology</u>	27
7.c	<u>Water Treatment Chemical Bids - DPW - Water Filtration</u>	28
7.d	<u>Conversion Assistance Amendment - DPW</u>	36
7.e	<u>Splash Pad Reconstruction Design - Parks & Recreation</u>	60
7.f	<u>GameTime Playground Grant - Parks & Recreation</u>	80
7.g	<u>Equipment Purchases - DPW</u>	124
7.h	<u>Request to Rezone 162 E Apple, 170 E Apple, 974 Spring, 971 Jay, and 151/157/171/181 Allen - Planning</u>	125
7.i	<u>Request to Rezone 550 W Grand Ave - Planning</u>	132
7.j	<u>General Capital Spring Street Senior Housing Contract for Housing Exemption (PILOT) Development Services</u>	139
7.k	<u>General Capital Spring Street Senior Housing Municipal Services Agreement - Development Services</u>	147
7.l	<u>General Capital Nelson School Family/Workforce Contract for Housing Exemption (PILOT) - Development Services</u>	154
7.m	<u>General Capital Nelson School Family/Workforce Housing Municipal Services Agreement - Development Services</u>	162
7.n	<u>Pivotal Development Harbor View Family/Workforce Housing Contract for Housing Exemption (PILOT) - Development Services</u>	169
7.o	<u>Pivotal Development Harbor View Family/Workforce Housing Municipal Services Agreement - Development Services</u>	177
7.p	<u>Froebel School Sales Agreement to Samaritas - Development Services</u>	183
8.	Public Hearings	
8.a	<u>PRO Housing Grant - Public Hearing</u>	192
9.	Unfinished Business	
10.	New Business	
10.a	<u>Inclusive Rebrand - Manager's Office</u>	194

11. Any Other Business
12. Public Comment on Non-Agenda items
13. Closed Session
14. Adjournment

RESOLUTION

WHEREAS, domestic violence perpetrators intentionally use a pattern of physical, emotional, sexual, psychological, and/or economic coercion and abuse to control their intimate partners, violating their dignity, security, and both psychological and physical well-being; and,

WHEREAS, domestic violence perpetrators cause significant and long-lasting trauma to countless individuals and families; and,

WHEREAS, when children are involved, domestic violence perpetrators' choices to be violent and abusive are parenting choices that often have devastating and far-reaching adverse impacts on the safety and well-being of children and their non-offending parents; and,

WHEREAS, the 2022 Michigan State Police's Incident Crime Report indicated there were 1,311 domestic violence offenses committed by current or former intimate partners reported to Muskegon law enforcement throughout Muskegon County during the year; and,

WHEREAS, survivors of domestic violence are present in every community throughout Muskegon County, regardless of sexual orientation, race, religion, ability, age, and gender identity; and,

WHEREAS, members of the LGBTQ+ community reported levels of intimate partner violence equal to or higher than those who identify as heterosexual; and,

WHEREAS, more than four in five American Indian and Alaska Native women and men have experienced violence in their lifetime, and more than one in three experienced violence in the past year; and,

WHEREAS, the Black community experiences domestic violence at disproportionately higher rates, with 45.1% of Black women and 40.1% of Black men experiencing intimate partner physical violence, sexual violence, and/or stalking in their lifetimes; and,

WHEREAS, Michigan is committed to holding domestic violence perpetrators accountable, employing interventions to reduce the risk and harm to all victims, as well as providing victims with the resources and support they deserve to enhance their safety and well-being; and,

WHEREAS, Domestic Violence Awareness Month provides an important opportunity to learn more about domestic violence and to demonstrate support for the numerous organizations and individuals who engage in advocacy, provide services, and offer assistance to victims; and,

WHEREAS, Domestic Violence Awareness Month is an opportunity to recognize the strength and courage of those currently surviving abuse as well as to honor those who were murdered or harmed at the hands of their current or former partners;

THEREFORE, BE IT RESOLVED, That the City of Muskegon Commissioners, proclaim the month of October as Domestic Violence Awareness Month in the City of Muskegon and urge our citizens to observe this month by becoming aware of the tragedy of domestic violence, supporting those who are working toward its end and participating in community efforts.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of the City to be affixed this 24th day of October, 2023.

Kenneth D. Johnson, Mayor

References:

<https://www.michigan.gov/whitmer/news/proclamations/2022/10/01/october-2022-domestic-violence-awareness-month>

<https://www.michigan.gov/msp/divisions/cjic/micr/annual-reports/2022-crime-in-michigan-annual-report>

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 10/10/23	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the October 9, 2023 Worksession and October 10, 2023 Regular Meeting.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed:	
Amount Requested:	Budgeted Item: Yes ☐ No ☐ N/A ☐
Fund(s) or Account(s):	Budget Amendment Needed: Yes ☐ No ☐ N/A ☐
Recommended Motion: To approve the minutes.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☐

City of Muskegon

Work Session

Minutes

October 9, 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

2023-104

1. Call to Order

Mayor Johnson called the Work Session Meeting to order at 5:30 p.m.

2. New Business

2.a Resolution Recognizing Indigenous Peoples Day

Mayor Johnson presented a resolution in recognition of Indigenous Peoples' Day, the second Monday of October and encouraging residents, businesses, organizations, and public entities to recognize and honor Indigenous Peoples' Day.

No. 2023-105(a)

Motion by: Vice Mayor German

Second by: Commissioner St.Clair

To recognize October 9, 2023 as Indigenous Peoples Day in Muskegon, MI.

YES: (5): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Vice Mayor German, and Commissioner Emory

Absent (2): Commissioner Hood, and Commissioner Ramsey

MOTION PASSES (5 to 0)

2.b Samaritas Payment in Lieu of Taxes (PILOT) Agreement - 417 E. Jackson Ave.

Jake Eckholm, Economic Development Director, presented information regarding the Samaritas Payment in Lieu of Taxes (PILOT) and explained that the commission will be asked to consider several similar projects in the near future.

City Staff has negotiated and reviewed a Payment in Lieu of Taxes agreement for commission consideration for an adaptive reuse project at Froebel School into affordable workforce housing apartments.

For several years staff have been attempting to find a partner that had interest and capacity in the adaptive reuse of the long-vacant Froebel School building. Since 2019, we have toured more than 10 entities through the school, and held a community meeting offering several touring opportunities for the public. Through these efforts we have developed interest from Samaritas for the potential installation of affordable housing units by application to the Michigan Statewide Housing Development Authority (MSHDA) Low Income Housing Tax Credit (LIHTC) Program. If awarded, then Samaritas proposes historical preservation and adaptive remodel of the school building into apartments for low to moderate income residents. The attached agreement establishes their payment in lieu of taxes as 2% of net shelter rents. **Note that this is the lowest proposed PILOT of our proposed MSHDA submissions. This is due to the facts that we are the owners of this facility and will incur significant costs to demolish or otherwise redevelop the site, and that Samaritas is a non-profit housing developer with limited capacity to finance and construct facilities compared with for-profit housing development firms.**

If approved by commission, Samaritas is also proposing a Municipal Services Agreement of 3% of net shelter rents, for a total annual payment of 5% of rents. The Municipal Services Agreement (MSA) stays completely with the city to defray costs of public service delivery to the site, while the PILOT payment is divided proportionally to the other taxing jurisdictions, similar to a traditional property tax payment.

This item is connected to the Samaritas MSA agenda item, as well as the sales agreement item for Froebel School.

Discussion took place. This item is on the agenda for October 10, 2023 for City Commission consideration.

2.c Samaritas Municipal Services Agreement - 417 E. Jackson Ave.

Jake Eckholm, Economic Development Director, provided an explanation of the Samaritas Municipal Services Agreement and notified the Commissioners they will be asked to consider several similar projects very soon.

City Staff has negotiated and reviewed a Payment in Lieu of Taxes agreement for commission consideration for an adaptive reuse project at Froebel School into affordable workforce housing apartments.

For several years staff have been attempting to find a partner that had interest and capacity in the adaptive reuse of the long-vacant Froebel School building. Since 2019, we have toured more than 10 entities through the school, and held a community meeting offering several touring opportunities for the public. Through these efforts we have developed interest from Samaritas for the potential installation of affordable housing units by application to the Michigan Statewide Housing Development Authority (MSHDA) Low Income Housing Tax Credit (LIHTC) Program. If awarded, then Samaritas proposes historical preservation and adaptive remodel of the school building into apartments for low to moderate income residents. The attached agreement establishes their Municipal Services Agreement at 3% of shelter rents.

If approved by commission, Samaritas is also proposing a PILOT payment of 2% of net shelter rents, for a total annual payment of 5% of rents. The Municipal Services Agreement (MSA) stays completely with the city to defray costs of public service delivery to the site, while the PILOT payment is divided proportionally to the other taxing jurisdictions, similar to a traditional property tax payment.

This item is connected to the Samaritas PILOT agenda item, as well as the sales agreement item for Froebel School.

Discussion took place and this item will be on the agenda October 10, 2023 for consideration.

2.d Froebel School Sale to Samaritas

Jake Eckholm, Economic Development Director, provided some information to the Commission regarding a proposed purchase agreement which will be presented for Commission consideration on October 24, 2023.

Mr. Lautenbach, Executive Director of Affordable Housing for Samaritas, spoke to Commission about the potential plans for the property at the former Froebel School building at 417 E. Jackson Avenue.

3. Any Other Business

General comments and updates were provided, some discussion took place.

4. Public Comment

Public comment was received.

5. Adjournment

The Work Session meeting adjourned at 6:35 p.m..

Motion by: Vice Mayor German

Second by: Commissioner St.Clair

MOTION PASSES

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

City of Muskegon
City Commission Meeting
Minutes

October 10, 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 Michael Ramsey
Commissioner Teresa Emory

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

1. Call To Order

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

2. Prayer

Pastor Russell Damm from Oakcrest Church of God 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 Memorial for Hope Griffith

Mayor Johnson read and presented a Proclamation Honoring Hope Griffith to Hope's family. Hope Griffith was an employee of the City for over 25 years and passed away unexpectedly on August 17, 2023. She had a wealth of knowledge, was extremely helpful, generous, and kind and will be sincerely missed by all.

5.b Recognition of Steve Hammond - Inspector of the Year

Public Safety Director Tim Kozal and Deputy Public Safety Director Jay Paulson introduced award recipient Steve Hammond. He was nominated for the award by Deputy Director Paulson. Steve was awarded the Inspector of the Year Award from the Michigan Fire Inspectors Society in "Recognition of Outstanding Effort and Dedication to Bring About Fire Safety for Your Community and State".

6. Public Comment on Agenda Items

Public comments were received.

7. Consent Agenda

Action No. 2023-106

Motion by: Commissioner St.Clair

Second by: Commissioner Gorman

To accept the consent agenda as presented, minus items 7B, 7C, 7D, 7F, 7L, 7M, and 7N

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

MOTION PASSES (7 to 0)

7.a Approval of Minutes - City Clerk

To approve the minutes of the September 26, 2023 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

7.e Samaritas Municipal Services Agreement - Development Services - 417 E. Jackson

City Staff has negotiated and reviewed a Payment in Lieu of Taxes agreement for commission consideration for an adaptive reuse project at Froebel School into affordable workforce housing apartments.

For several years staff have been attempting to find a partner that had interest and capacity in the adaptive reuse of the long-vacant Froebel School building. Since 2019, we have toured more than 10 entities through the school, and held a community meeting offering several touring opportunities for the public. Through these efforts we have developed interest from Samaritas for the potential installation of affordable housing units by application to the Michigan Statewide Housing Development Authority (MSHDA) Low Income Housing Tax Credit (LIHTC) Program. If awarded, then Samaritas proposes historical preservation and adaptive remodel of the school building into apartments for low to moderate income residents. The attached agreement establishes their Municipal Services Agreement at 3% of shelter rents.

If approved by commission, Samaritas is also proposing a PILOT payment of 2% of net shelter rents, for a total annual payment of 5% of rents. The Municipal Services Agreement (MSA) stays completely with the city to defray costs of public service delivery to the site, while the PILOT payment is divided proportionally to the other taxing jurisdictions, similar to a traditional property tax payment.

This item is connected to the Samaritas PILOT agenda item, as well as the sales agreement item for Froebel School.

STAFF RECOMMENDATION: To approve the Municipal Services Agreement with Samaritas Affordable Living Froebel Limited Dividend Housing Association Limited Partnership and authorize the mayor and clerk to sign.

7.g Spire Development, Allen Crossing Municipal Services Agreement - Development Services - 148 Allen Avenue

City Staff has negotiated and reviewed a Payment in Lieu of Taxes and Municipal Services agreement for commission consideration for a new construction 45 unit Senior workforce/family affordable housing complex at and around 148 Allen 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 Low Income Housing Tax Credit (LIHTC) developers. Spire Development originally responded to our request for proposals at the former Catholic Charities site, and when they were not selected by commission for that project we immediately introduced them to the site owners of this subject property.

Per their request letter, Spire is seeking a Municipal Services Agreement of 3% of net shelter rents. This should equal roughly \$10,000-\$12,000 per year. Spire is also requesting a 6% PILOT, which is detailed in another agenda item in the packet.

STAFF RECOMMENDATION: To approve the Municipal Services Agreement with Allen Crossing Affordable Living Froebel Limited Dividend Housing Association Limited Partnership and authorize the mayor and clerk to sign.

7.h Spire Development, Amity Commons PILOT Agreement - Development Services - 159 Amity Avenue

City Staff has negotiated and reviewed a Payment in Lieu of Taxes and Municipal Services agreement for commission consideration for a new construction 50-unit workforce/family affordable housing complex at and around 159 Amity 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 Low Income Housing Tax Credit (LIHTC) developers. Spire Development originally responded to our request for proposals at the former Catholic Charities site, and when they were not selected by commission for that project we immediately introduced them to the site owners of this subject property.

Per their request letter, Spire is seeking a PILOT Agreement of 5% of net shelter rents. This should equal roughly \$16,500-20,000 per year for all taxing jurisdictions to split. Spire is also requesting a 3% Municipal Services Charge, which is detailed in another agenda item in the packet.

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

7.i Spire Development, Amity Commons Municipal Services Agreement - Development Services - 159 Amity Avenue

City Staff has negotiated and reviewed a Payment in Lieu of Taxes and Municipal Services agreement for commission consideration for a new construction 50 unit workforce/family affordable housing complex at and around 159 Amity.

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 Low Income Housing Tax Credit (LIHTC) developers. Spire Development originally responded to our request for proposals at the former Catholic Charities site, and when they were not selected by commission for that project we immediately introduced them to the site owners of this subject property.

Per their request letter, Spire is seeking a Municipal Services Agreement of 3% of net shelter rents. This should equal roughly \$10,000-\$12,000 per year. Spire is also requesting a 5% PILOT, which is detailed in another agenda item in the packet.

STAFF RECOMMENDATION: To approve the Municipal Services Agreement with Amity Commons Affordable Living Froebel Limited Dividend Housing Association Limited Partnership and authorize the mayor and clerk to sign.

7.j Sale of 1530 Hoyt Street - City Manager's Office

Staff is requesting approval of a purchase agreement for 1530 Hoyt Street. 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.

STAFF RECOMMENDATION: To approve the purchase agreement for 1530 Hoyt Street.

7.k Sale of 1647 Terrace Street - City Manager's Office

Staff is requesting approval of a purchase agreement for 1647 Terrace Street. 1647 Terrace Street was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is over the full listing price with \$10,000 in seller concessions.

STAFF RECOMMENDATION: To approve the purchase agreement for 1647 Terrace Street.

7.o Amendment to Parks & Recreation Advisory Committee Sec. 58-62 - City Clerk

To amend Sec. 58-62 of the Parks & Recreation Advisory Committee to reflect two Representative At-Large positions for a total of twelve members. To further amend the ordinance to reflect that the member appointed by and from the Commission will serve as chair and be a non-voting member.

On Friday, October 22, 2023 the Community Relations Committee held a special meeting to discuss and make initial appointments to the recently established Parks & Recreation Advisory Committee. The Committee's discussion led to the necessity to amend the ordinance to include two At-large members instead of one At-Large Member and to clarify that the member appointed by and from the Commission will serve as chair and be a non-voting member.

STAFF RECOMMENDATION: To approve the amendment to Sec. 58-62 of the Parks & Recreation Advisory Committee Ordinance.

7.p Parks & Rec Advisory Committee - Member Representing Muskegon Public Schools

To replace the appointment of the Member Representing Muskegon Public Schools made on 9/22/23 and affirmed on 10/10/23 and to appoint Lynnette Marks, President of the Muskegon Public School Board to this position. Muskegon Public School Administration provided feedback on the appointment to this position and would like to have the School Board President appointed to represent the School District on this board.

STAFF RECOMMENDATION: To replace the previous appointment and to appoint Lynnette Marks as member representing Muskegon Public Schools on the Parks and Recreation Advisory Committee.

7.b LIHWAP (Low Income Household Water Assistance Program) Agreement Extension - Treasurer

Staff is requesting approval to extend our current contract with Mid Michigan Community Action Agency to participate in the Low Income Household Water Assistance Program.

In December of 2021, we entered into a contract with Mid Michigan Community Action Agency (MMCAA) to participate in the Low Income Household Water Assistance Program (LIHWAP). The program consisted of funds made available by the State of Michigan, to be distributed to eligible low-income households, to pay water and sewer arrearages in order to avoid discontinuance of water service due to non-payment during the COVID emergency. Those funds were anticipated to be available through September 30, 2023; thus, the original contract ended on that date.

It has been determined that there are still funds available, so MMCAA has provided us with a contract extension through 3/31/2024. Unfortunately,

we did not receive notice or a copy of this contract extension until 9/28/2023, and it needed to be signed prior to 9/30/2023 in order to avoid a lapse in LIHWAP benefits for our residents. Due to the urgent need to protect this benefit for our residents, our Deputy City Manager has signed the contract, and we are bringing this item to the Commission today to get your approval for that extension.

STAFF RECOMMENDATION: To approve the extension of our contract with Mid Michigan Community Action Agency in order to continue to receive funds through the Low Income Household Water Assistance Program through 3/31/2024.

Action No. 2023-107(b)

Motion by: Commissioner Ramsey

Second by: Commissioner Gorman

To approve the extension of our contract with Mid Michigan Community Action Agency in order to continue to receive funds through the Low Income Household Water Assistance Program through 3/31/2024.

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

MOTION PASSES (7 to 0)

7.c Final Approval of the Flock LPR Deployment - Public Safety

Staff is requesting final approval for the purchase and deployment of the FLOCK license plate reader system.

On May 8th. Chief Kozal and Capt. Bahorski presented to the commission during a work session. The request was to move forward with the implementation of a 10-camera FLOCK license plate reader system. That request was supported by the Commission and funding was added to the budget. The Public Safety Department is prepared to enter into a 2-year agreement with FLOCK to deploy the system.

AMOUNT REQUESTED: \$72,000

FUND OR ACCOUNT: 101-301-977

STAFF RECOMMENDATION: To approve the purchase and deployment of the Flock camera system.

Action No. 2023-107(c)

Motion by: Commissioner Emory

Second by: Vice Mayor German

To approve the purchase and deployment of the Flock camera system.

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

MOTION PASSES (7 to 0)

7.d Samaritas Payment in Lieu of Taxes (PILOT Agreement) - Development Services

City Staff has negotiated and reviewed a Payment in Lieu of Taxes agreement for commission consideration for an adaptive reuse project at Froebel School into affordable workforce housing apartments.

For several years staff have been attempting to find a partner that had interest and capacity in the adaptive reuse of the long-vacant Froebel School building. Since 2019, we have toured more than 10 entities through the school, and held a community meeting offering several touring opportunities for the public. Through these efforts we have developed interest from Samaritas for the potential installation of affordable housing units by application to the Michigan Statewide Housing Development Authority (MSHDA) Low Income Housing Tax Credit (LIHTC) Program. If awarded, then Samaritas proposes historical preservation and adaptive remodel of the school building into apartments for low to moderate income residents. The attached agreement establishes their payment in lieu of taxes as 2% of net shelter rents. **Note that this is the lowest proposed PILOT of our proposed MSHDA submissions. This is due to the facts that we are the owners of this facility and will incur significant costs to demolish or otherwise redevelop the site, and that Samaritas is a non-profit housing developer with limited capacity to finance and construct facilities compared with for-profit housing development firms.**

If approved by commission, Samaritas is also proposing a Municipal Services Agreement of 3% of net shelter rents, for a total annual payment of 5% of rents. The Municipal Services Agreement (MSA) stays completely with the city to defray costs of public service delivery to the

site, while the PILOT payment is divided proportionally to the other taxing jurisdictions, similar to a traditional property tax payment.

This item is connected to the Samaritas MSA agenda item, as well as the sales agreement item for Froebel School.

STAFF RECOMMENDATION: To approve the Contract for Housing Exemption with Samaritas Affordable Living Froebel Limited Dividend Housing Association Limited Partnership and authorize the mayor and clerk to sign.

Action No. 2023-107(d)

Motion by: Vice Mayor German

Second by: Commissioner St.Clair

To approve the Contract for Housing Exemption with Samaritas Affordable Living Froebel Limited Dividend Housing Association Limited Partnership and authorize the mayor and clerk to sign.

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

MOTION PASSES (7 to 0)

7.f Spire Development, Allen Crossing PILOT Agreement - Development Services - 148 Allen Avenue

City Staff has negotiated and reviewed a Payment in Lieu of Taxes and Municipal Services agreement for commission consideration for a new construction 45 unit Senior workforce/family affordable housing complex at and around 148 Allen 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 Low Income Housing Tax Credit (LIHTC) developers. Spire Development originally responded to our request for proposals at the former Catholic Charities site, and when they were not selected by commission for that project we immediately introduced them to the site owners of this subject property.

Per their request letter, Spire is seeking a PILOT Agreement of 6% of net shelter rents. This should equal roughly \$20,000-24,000 per year for all

taxing jurisdictions to split. Spire is also requesting a 3% Municipal Services Charge, which is detailed in another agenda item in the packet.

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

Action No. 2023-107(f)

Motion by: Vice Mayor German

Second by: Commissioner Emory

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

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

MOTION PASSES (7 to 0)

7.I Arena Solar Exemption Certificate Transfer - DPW

Staff requests approval of the attached resolution, supporting the transfer of the PA 328 Exemption Certificate for the Arena Solar Project from New Energy Equity to Sunwealth LLC.

In 2019 the Commission approved a Power Purchase Agreement (PPA) with New Energy Equity (NEE) to place solar on the arena roof. After the pause due to COVID restrictions, New Energy Equity was not interested in continuing the project, so a new agreement was secured with Sunwealth LLC and approved by this Commission earlier this year.

As a part of the previous negotiation a Public Act 328 Personal Property Tax Exemption Certificate was obtained for the project, however it was issued with the system owner named as New Energy Equity. In order to allow the DDA (which would have received the taxes) to transfer the certificate into Sunwealth LLC's name, the City must pass a resolution supporting the transfer.

The attached resolution indicates the City's support for the transfer, and will allow Sunwealth LLC to make formal application to the DDA for the

transfer. This is an important component of the financial benefits to the City, since the tax exemption is a part of the calculations that allow the City to pay a reduced rate for the solar energy compared to grid energy.

STAFF RECOMMENDATION: To approve the resolution supporting the transfer of the PA 328 Exemption Certificate for the Arena Solar Project from New Energy Equity to Sunwealth LLC

Action No. 2023-107(L)

Motion by: Commissioner St.Clair

Second by: Vice Mayor German

To approve the resolution supporting the transfer of the PA 328 Exemption Certificate for the Arena Solar Project from New Energy Equity to Sunwealth LLC

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.m City Hall Seagull Control System - DPW (Building Maintenance)

Staff requests approval to enter into a contract with Seagull Control Systems of City Island, NY for a post-and-wire seagull control system in the amount of \$27,880.

City Hall has become an annual nesting ground for seagulls, with detrimental effects to the building and surrounding area. The seagulls get very territorial during nesting season and have been known to dive at employees and visitors in an attempt to drive them away. Once hatched the young seagulls are a protected species, so the key is to prevent the nesting behavior in the first place.

Staff solicited proposals and recommends Seagull Control Systems from City Island, New York based on their proposal being the lowest cost post-and-wire system. Great Lakes Nuisance Animal Control is a local option, however they did not respond to our request for a proposal and staff understands the post-and-wire system to be more effective for our issues than the netting system GLNAC would use.

1. Seagull Control Systems (City Island, NY): \$27,880
2. Aviaway Bird Control Systems (Wall Township, NJ): \$36,500

Portions of the City Hall roof are planned for replacement in FY24-25, however this system will be able to be reinstalled after that process with minimal new parts. The effort would be paid for with funds budgeted for the boiler replacement project, which had bids come in under budget.

AMOUNT REQUESTED: \$27,800

FUND OR ACCOUNT: 445 (Public Improvement)

STAFF RECOMMENDATION: To authorize staff to enter into a contract with Seagull Control Systems of City Island, NY for a post-and-wire seagull control system in the amount of \$27,880.

Action No. 2023-107(m)

Motion by: Commissioner Emory

Second by: Commissioner St.Clair

To authorize staff to enter into a contract with Seagull Control Systems of City Island, NY for a post-and-wire seagull control system in the amount of \$27,880.

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

MOTION PASSES (7 to 0)

7.n Fireworks Agreement - Parks & Recreation

Staff is requesting authorization to enter into an agreement with Pyrotecnico Fireworks for \$40,000 for the annual fireworks show in downtown Muskegon, and approval of the fireworks display permit for Pyrotecnico contingent upon inspection of the fireworks and approval of the insurance.

The annual Fireworks contract of \$40,000 will be scheduled for July 4th, 2024. The agreement is of the standard form with Pyrotecnico that the City has entered into for the past several years.

AMOUNT REQUESTED: \$40,000

FUND OR ACCOUNT: 101 (General)

STAFF RECOMMENDATION: To authorize staff to enter into an agreement with Pyrotecnico Fireworks for \$40,000 for the annual fireworks show in downtown Muskegon, and approval of the fireworks display permit for Pyrotecnico contingent upon inspection of the fireworks and approval of the insurance.

Action No. 2023-107(n)

Motion by: Commissioner Ramsey

Second by: Commissioner St.Clair

To authorize staff to enter into an agreement with Pyrotecnico Fireworks for \$40,000 for the annual fireworks show in downtown Muskegon, and approval of the fireworks display permit for Pyrotecnico contingent upon inspection of the fireworks and approval of the insurance.

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

MOTION PASSES (7 to 0)

8. Public Hearings

8.a Establishment of an Industrial Development District - Beacon Recycling, 1241 East Keating - Economic Development

Beacon Recycling has requested the establishment of an Industrial Development District at 1241 East Keating in order to further their expansion plans in the City of Muskegon.

On September 8, 2023, city staff received a letter from Beacon Recycling to request the establishment of an Industrial Development District. Beacon is pursuing an expansion project that will involve the purchase of a new shredder machine to support its existing metal recycling business and the creation of a new materials services division to support the re-use of certain metals. This project has a total capitol investment of \$17,500,000 and the creation of up to 36 new jobs. If the district is passed, Beacon will seek a PA 198 tax abatement to support its development in the City of Muskegon.

STAFF RECOMMENDATION: To approve the resolution establishing an Industrial Development District at 1241 East Keating and authorize the City Mayor and Clerk to sign.

Development Analyst Contessa Alexander provided an overview of the request from Beacon Recycling.

PUBLIC HEARING COMMENCED: No Public Comments were received.

Action No. 2023-108(a)

Motion by: Commissioner Ramsey

Second by: Commissioner St.Clair

To approve the resolution establishing an Industrial Development District at 1241 East Keating and authorize the City Mayor and Clerk to sign.

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

MOTION PASSES (7 to 0)

8.b Lakeside BID Special Assessment Tax Roll Approval - Economic Development

A public hearing has been scheduled to receive comment on a proposed Lakeside Business Improvement District special assessment roll for 2024-2026.

The Muskegon City Commission approved a three-year renewal of the Lakeside BID at its September 12, 2023 meeting, including the district and special assessment rate. The special assessment roll includes 41 parcels and annually would generate \$22,457.44 for the BID at a 20% reduction than the previous 3 years. There were no parcels that have objected to this renewal. The three-year BID budget would focus downtown work on seasonal landscaping, winter sidewalk snow removal, holiday decorations and marketing and events. The City Commission created a Board of Assessors that includes Commissioners Teresa Emory and Michael Ramsey, who will certify the special assessment roll. After hearing public comment, the attached resolution would confirm the BID's special assessment roll for three years.

STAFF RECOMMENDATION: To close the public hearing and approve the resolution to confirm the Lakeside Business Improvement District special assessment roll for the winter tax bills for 2024-2026 and authorize the Mayor and Clerk sign.

Development Analyst Contessa Alexander provided an overview of the request to confirm the special assessment.

PUBLIC HEARING COMMENCED:

A letter was distributed to commission from Mr. Edward Bodman, 1603 Nelson Street - opposed to Short Term Rental Business being included in being assessed as a business in the Lakeside BID District.

Mark Flermoen, Chair of the Lakeside BID District spoke about the benefits to the business of being a part of the Lakeside Business Improvement District.

Action No. 2023-108(b)

Motion by: Commissioner Ramsey

Second by: Commissioner St.Clair

To close the public hearing and approve the resolution to confirm the Lakeside Business Improvement District special assessment roll for the winter tax bills for 2024-2026 and authorize the Mayor and Clerk sign.

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

MOTION PASSES (7 to 0)

9. Unfinished Business

10. New Business

10.a City ARPA Community Grant - Pioneer Resources, Inc. - Manager's Office

* A Conflict of Interest Letter was signed by Commissioner Rachel Gorman related to this item. The Conflict of Interest statement was posted to the City's website and City's Facebook page on August 10, 2023.

<https://muskegon-mi.gov/notice-of-conflict-of-interest/>

To approve the City ARPA Community Grant proposal received from Pioneer Resources, Inc.

As part of the City's ARPA Community Grant program, a proposal from Pioneer Resources, Inc. was received and included within the initial slate of 22 projects recommended for approval by the Commission. It was

tentatively removed from the formal motion by the Commission at the August 7th Regular Meeting pending completion of conflict of interest documentation.

Current City Commissioner Rachel Gorman is a former employee of Pioneer Resources, Inc. Ms. Gorman was not involved in Pioneer's decision to apply, involved in discussions with either City staff or Pioneer staff concerning this project or involved in the discussion or decision by the City Commission concerning Pioneer's grant proposal.

Staff has sent notice to the U.S. Department of Treasury that the city has followed the requirements for a waiver of the conflict of interest pursuant to the City Charter and state law. We are requesting their concurrence with the City's decision and waive any conflict.

STAFF RECOMMENDATION: To approve the City ARPA Community Grant proposal received from Pioneer Resources, Inc., subject to receiving acknowledgement from the U.S. Department of Treasury that they concur with the City's decision and waive any conflict.

Action No. 2023-109(a)

Motion by: Commissioner Ramsey

Second by: Commissioner St.Clair

To approve the City ARPA Community Grant proposal received from Pioneer Resources, Inc., subject to receiving acknowledgement from the U.S. Department of Treasury that they concur with the City's decision and waive any conflict.

Ayes: (5): Mayor Johnson, Commissioner St.Clair, Commissioner Hood, Commissioner Ramsey, and Commissioner Emory

Nays: (1): Vice Mayor German

Conflict (1): Commissioner Gorman

MOTION FAILS (5 to 1)

10.b PRO Housing Grant Leverage Funds - Economic Development/CNS

The Development Services Division is seeking a firm commitment of \$2 million in Public Improvement funds to be used a match/leverage for the Pathways to Removing Obstacles to Housing (PRO Housing) Grant. The City is seeking \$10 million in grant funds through this program that is a

unique extension of the Community Development Block Grant (CDBG) program from the US Department of Housing and Urban Development.

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
 - \$5 million for construction of new units
- **\$500,000 for homebuyer down payment assistance**

Committed leverage funds would allow the application to have an additional 4 points awarded when being considered and ranked for this opportunity. It will serve as proof of the city's investment in affordable housing and maximize the use of the grant funds.

AMOUNT REQUESTED: \$2 million commitment of public improvement funds

FUND OR ACCOUNT: Public Improvement

STAFF RECOMMENDATION: To approve the commitment of \$2 million in Public Improvement funds as leverage for the PRO Housing Grant.

Action No. 2023-109(b)

Motion by: Commissioner Ramsey

Second by: Commissioner Hood

To approve the commitment of \$2 million in Public Improvement funds as leverage for the PRO Housing Grant.

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

MOTION PASSES (7 to 0)

10.c Parks & Rec Advisory Committee - Chair Appointment

Pursuant to the Parks & Recreation Advisory Committee Ordinance the composition of the board shall include one member of the City Commission to be selected by and from the City Commission that will serve as board chair and be a non-voting member.

STAFF RECOMMENDATION: To appoint a member of the City Commission to serve on the Parks & Recreation Advisory Committee as chair to the committee, as a non-voting member.

Action No. 2023-109(c)

Motion by: Commissioner St.Clair

Second by: Commissioner Emory

To appoint, Mayor Ken Johnson, a member of the City Commission to serve on the Parks & Recreation Advisory Committee as chair to the committee, as a non-voting member, term expiring January 31, 2025.

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

MOTION PASSES (7 to 0)

11. Any Other Business

Remarks were made by Commissioners Ramsey and St. Clair, Vice Mayor German, and Mayor Johnson. There was some discussion regarding liens placed on CDBG funded home repairs.

12. Public Comment on Non-Agenda items

Public comments were received.

13. Closed Session

13.a City Manager's Evaluation

Action No. 2023-110(a)

Motion by: Commissioner St.Clair

Second by: Commissioner Ramsey

To go into closed session to review the city managers evaluation.

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

MOTION PASSES (7 to 0)

Amendment:

Motion by: Commissioner St.Clair

Second by: Commissioner Ramsey

To come out of closed session and adjourn.

MOTION PASSES

14. Adjournment

The City Commission meeting adjourned at 9:00 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 10/24/23	Title: Storage Area Network Device (SAN)
Submitted By: Jason Boes, Director of Information Technology	Department: Information Technology
Brief Summary: Staff is requesting authorization to purchase a new Storage Area Network appliance to host the City of Muskegon virtual server systems.	
Detailed Summary & Background: Our current Storage Area Network(SAN) is reaching end-of-support/end-of-life in December of 2023 and needs to be replaced. We procured quotes from 3 major players in the industry: Pure Storage(\$98,877.75), HP(\$62,270), and Dell(\$62,600). We plan to leverage an interest-free 5-year lease with a \$1 buyout offered by all three manufacturers. After careful consideration, we are recommending the Dell SAN. We have Dell equipment throughout the city and find the Dell unit will be the most compatible and best fit for our environment. The SAN purchase is budgeted.	
Goal/Focus Area/Action Item Addressed: Goal 4 - Financial Infrastructure	
Amount Requested: \$12,520 per year for 5 yr	Budgeted Item: Yes ☒ No ☐ N/A ☐
Fund(s) or Account(s): 101-228-980	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: I move to approve the purchase of a Storage Area Network appliance from Dell Technologies.	
Approvals: Immediate Division Head ☒ Information Technology ☒ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 24, 2023	Title: Water Treatment Chemical Bids
Submitted By: Dan VanderHeide	Department: DPW – Water Filtration
Brief Summary: Staff is requesting approval of contracts with Univar and USALCO to supply fluoride and alum to the Water Filtration Plant.	
Detailed Summary & Background: 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.	
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices and infrastructure.	
Amount Requested: \$144,500 (Year 1 estimate, fluoride and alum) \$118,500 (Year 2 estimate, alum only) \$123,000 (Year 3 estimate, alum only)	Budgeted Item: Yes ☒ No ☐ N/A ☐
Fund(s) or Account(s): Water Supply & Filtration (591-558)	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: I move to approve the water treatment chemical contracts with Univar and USALCO.	

Approvals:

Immediate Division Head ☒

Information Technology ☐

Other Division Heads ☐

Communication ☐

Legal Review ☐

Guest(s) Invited / Presenting:

Yes ☐

No ☒

BID TAB

Bid File #885-66-11 Bid Opening Date: For: Bulk Chemicals, HFS # Bidders Solicited: 20 Buyer: Tony Wojciakowski Dept: Water - Lake Filtration Plant	Item 1
	\$/Wet ton
	Bulk Chemicals, Hydrofluorsilicic acid (fluoride)
	\$/Wet ton
Year 1 Year 2 Year 3	
Pencco, Inc PO Box 600 San Felipe TX 77473	\$506.00
	\$529.00
	\$552.00
Univar 4600 Dues Dr Cincinnati OH 45246	\$500.00
	\$525.00
	\$550.00



**CITY OF
GRAND
RAPIDS**

City of Grand Rapids
Purchasing Department
300 Monroe Ave NW, Room 720
Grand Rapids, MI 49503

MASTER AGREEMENT

VENDOR INFORMATION

Name /Address:
Univar USA Inc
3075 Highlands Pkway Suite 200
Downers Grove IL 60515

Contact:
Shelley Stevens
513-714-5205

Master Agreement Number:		Not To Exceed Amount:	
MA 233 24000018		\$193,000.00	
Begin Date	08/01/2023	Record Date	08/25/2023
Expiration Date	07/31/2024	Replaces Award Document	
Modification Date	08/25/23	Version Number	2
Procurement Folder	347742	Phase	Final

PROCUREMENT CONTACT INFORMATION

Tony Wojciakowski
616-456-3173
awojciak@grand-rapids.mi.us

CONTRACT DESCRIPTION

Chemicals, Hydrofluorisilicic Acid - Fluoride

One-year term contract with no renewal option for the purchase and bulk delivery of hydrofluorisilic acid (HFS) - fluoride, as per the attached document.

*

Cooperative contract: this contract and unit pricing is extended to West Michigan Cooperative Agencies.

*

Deliveries shall be on an "as needed" order basis as ordered by the City of Grand Rapids Lake Filtration Plant. Annual amount expended shall not exceed \$193,000.00.

Year 1 Effective dates: 08/01/2023 - 07/31/2024

*

City Project Manager - Doug Gay @ (616) 456-3302.

*

Bid File: #885-66-11

City Commission Approved: 08/22/2023 Proceeding No.92872

Buyer: Tony Wojciakowski

RENEWAL PERIODS

Renewal Period Length	Effective Begin Date	Expiration Date

BILL To: Water-Filtration
17350 Lake Michigan Drive
West Olive MI 49460-9555

Delivery Date:
FOB: FOB Dest, Freight Prepaid

Shipping Method:

Delivery Type:

Billing Instructions: Attn: Doug Gay

SHIP To: Water-Filtration
17350 Lake Michigan Drive
West Olive MI 49460-9555

Shipping Instructions: Attn: Doug Gay

AUTHORIZED FUNDING SOURCES

Department	No Limit	Spending Limit
Water	YES	\$0.00

Line Item	Commodity Code	Quantity	Unit	Description	Unit Price
1	88566	0.00000	TON	Bulk Hydrofluorisilicic Acid (HFS) - Momentive HFS	\$500.00
HFS 23-25%, per wet ton					

TERMS AND CONDITIONS

Anthony M. Wojciakowski, City Purchasing
Agent

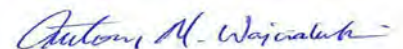
VENDOR ACKNOWLEDGMENT AND INSTRUCTIONS

By accepting and completing this Master Agreement, the Vendor agrees to the City of Grand Rapids standard Terms and Conditions:

<https://www.grandrapidsmi.gov/files/assets/public/departments/purchasing/general-terms-and-conditions-rev-may-2019.pdf>

Taxes: *The City is generally exempt from Federal Excise and State Sales Tax. The City's Tax Exemption Number is 060216. Bids will be separated to show the amount subject to taxes of any kind if applicable. Exemption Forms will be furnished if necessary. Taxes, wherever indicated and which are applicable to the purchase, will not be subject to any trade or cash discounts.*

Cash Discounts: *Cash discounts will be considered in the determination of the low bidder provided the discounts are based on periods of 30 days or more after acceptance of goods, or billing on bidder's invoice, whichever is later. The City reserves the right to net out the cash discount when evaluating the bid. If no cash discount is indicated in the space provided in the Bid Document, the terms will be considered as net, 30 days.*



Anthony M. Wojciakowski, City Purchasing
Agent

BID TAB

Bid File #885-77-17 Bid Opening Date: September 6, 2023 For: Bulk Chemicals, Aluminum Sulfate # Bidders Solicited: 35 Buyer: Tony Wojciakowski Dept: Lake Filtration Plant	Item 1 1 Dry Ton
	Bulk Chemical,
	Aluminum Sulfate \$/Dry Ton
Year 1	
Year 2	
Year 3	
Chemtrade Chemicals US LLC 90 East Halsey Road Suite 200 Parsippany NJ 07054	\$657.00
	\$677.00
	\$702.00
USALCO Michigan City Plant LLC 2601 Cannery Avenue Baltimore MD 21220	\$455.80
	\$470.17
	\$490.70



**CITY OF
GRAND
RAPIDS**

City of Grand Rapids
Purchasing Department
300 Monroe Ave NW, Room 720
Grand Rapids, MI 49503

MASTER AGREEMENT

VENDOR INFORMATION

Name /Address:
USALCO Michigan City Plant,
LLC
1750 East US Highway 12
Michigan City IN 46360

Contact:
Melanie Mercado
2198730914
mmercado@usalco.com

Master Agreement Number:		Not To Exceed Amount:	
MA 233 24000026		\$482,000.00	
Begin Date	09/01/2023	Record Date	10/03/2023
Expiration Date	08/31/2024	Replaces Award Document	
Modification Date	10/03/23	Version Number	1
Procurement Folder	352716	Phase	Final

PROCUREMENT CONTACT INFORMATION

Tony Wojciakowski
616-456-3173
awojciak@grand-rapids.mi.us

CONTRACT DESCRIPTION

Bulk Chemicals, Liquid Aluminum Sulfate

One-year term contract with two, one-year renewal options for the purchase and delivery of bulk aluminum sulfate, delivered in tanker loads to the City of Grand Rapids Lake Michigan Filtration Plant. Tanker load size is 10.95 dry tons/4,054 gallons.

Year 1 Costs = \$455.80/Dry Ton

Year 2 Costs = \$470.17/Dry Ton

Year 3 Costs = \$490.70/Dry Ton

Minimum order quantities for pricing is 3,500 gallons.

*

Goods/Services shall be on an "as needed" basis as ordered by authorized department only. Amount expended by authorized department per contract year shall not exceed \$484,000.00.

*

Cooperative contract: this contract and unit pricing is extended to West Michigan Cooperative Agencies.

*

City Project Manager - Doug Gay, dgray@grcity.us, #616-456-3302.

Expiring: 08/31/2024 Bid File #885-77-17

City Commission Approved: 09/19/2023 File #92934

Buyer: Tony Wojciakowski

RENEWAL PERIODS

Renewal Period Length	Effective Begin Date	Expiration Date

BILL To: Water-Filtration
17350 Lake Michigan Drive
West Olive MI 49460-9555

Delivery Date:
FOB: FOB Dest, Freight Prepaid

Shipping Method:

Delivery Type:

Billing Instructions: Attn: Doug Gay

SHIP To: Water-Filtration
17350 Lake Michigan Drive
Grand Rapids MI 49460

Shipping Instructions: Attn: Doug Gay

AUTHORIZED FUNDING SOURCES

Department	No Limit	Spending Limit
Water	YES	\$0.00

Line Item	Commodity Code	Quantity	Unit	Description	Unit Price
1	88577	0.00000	TON	USALCO Liquid Aluminum Sulfate	\$455.80
17% concentration dry weight					
*					
Wet ton equivalent Year 1: \$222.00/wet ton					

Anthony M. Wojciakowski, City Purchasing
Agent

TERMS AND CONDITIONS

VENDOR ACKNOWLEDGMENT AND INSTRUCTIONS

By accepting and completing this Master Agreement, the Vendor agrees to the City of Grand Rapids standard Terms and Conditions:

<https://www.grandrapidsmi.gov/files/assets/public/departments/purchasing/general-terms-and-conditions-rev-may-2019.pdf>

Taxes: The City is generally exempt from Federal Excise and State Sales Tax. The City's Tax Exemption Number is 060216. Bids will be separated to show the amount subject to taxes of any kind if applicable. Exemption Forms will be furnished if necessary. Taxes, wherever indicated and which are applicable to the purchase, will not be subject to any trade or cash discounts.

Cash Discounts: Cash discounts will be considered in the determination of the low bidder provided the discounts are based on periods of 30 days or more after acceptance of goods, or billing on bidder's invoice, whichever is later. The City reserves the right to net out the cash discount when evaluating the bid. If no cash discount is indicated in the space provided in the Bid Document, the terms will be considered as net, 30 days.



Anthony M. Wojciakowski, City Purchasing
Agent

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 24, 2023	Title: Conversion Assistance Amendment
Submitted By: Dan VanderHeide	Department: DPW
Brief Summary: Staff requests authorization to enter into an amended Agreement with Ramboll for assistance in resolving the conversion of the Lakeshore Trail and Hartshorn properties.	
Detailed Summary & Background: On November 22, 2022 the Commission authorized Ramboll to engage with the MDNR on our behalf in order to resolve the conversation of the Lakeshore Trail through the Adelaide Pointe and Hartshorn Village properties. At the time Ramboll was only authorized for about one-third of their proposal, with the intent to award them the remainder once the final conversation proposal was known, so that the final costs could better represent the need. Ramboll, staff and the MDNR received preliminary approval from the National Park Service for a proposal to move the trail to the recently acquired CSX property, including extending the separated trail approximately 600 feet west on that CSX property to the border of the Windward Pointe property. Now that preliminary approval is secured, appraisals, environmental work, public engagement efforts and other parts of the conversion process need to begin. Ramboll has submitted a revised proposal that matches the level of effort, which is a reduction from their initial proposal. The amended proposal seeks \$96,100 in additional fees, which is \$44,754 less than their initial proposal for this portion of the work. Staff recommends approval of the additional services.	
Goal/Focus Area/Action Item Addressed: Goal 1 Key Focus Area: Improved Access to the Waterfront	
Amount Requested: \$96,100	Budgeted Item: Yes ☒ No ☐ N/A ☐
Fund(s) or Account(s): 101-770 (Parks)	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: I move approval of staff entering into an amended agreement with Ramboll for assistance in resolving the conversion of the Lakeshore Trail & Hartshorn properties.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☐

Intended for
City of Muskegon, MI

Document type
Change Order Request

Date
October 13, 2023

CHANGE ORDER REQUEST: MDNR CONVERSION ASSISTANCE **CITY OF MUSKEGON, MI**



Photo: Amoco Fish and Wildlife Restoration Habitat Restoration Project on the Lakeshore Trail

October 13, 2023

City of Muskegon
City Clerk's Office
933 Terrace Street
Muskegon, MI 49440

Ramboll
2090 Commonwealth Blvd
Ann Arbor, MI 48105
USA

T +1 734-761-4000

www.ramboll.com

**CHANGE ORDER REQUEST: MDNR CONVERSION ASSISTANCE TO THE
CITY OF MUSKEGON, MI**

Dear Dan:

Ramboll Americas Engineering Solutions, Inc. (Ramboll), requests the authorization to proceed and approval of additional work and budget for Phase II of the current City of Muskegon (City) project: Michigan Department of Natural resources (MDNR) Conversion Assistance. The City of Muskegon has a number of development projects throughout the city that have initiated the need to enter into a conversion process with MDNR to assess the impacts of properties transitioning from public to private ownership and to reach an agreement on one or more properties that mitigate some or all of the conversions.

To date, Ramboll has provided services to the City to engage with the MDNR during Phase I (Steps 1-3) of the project, which was authorized on November 23, 2022. For reference, please see the Ramboll Proposal No. 104258, dated October 18, 2022, for "Providing MDNR Conversion Assistance to the City of Muskegon, MI". Efforts to date have included the preparation of materials for Phase I of the conversion process I to engage with the MDNR, an in-person meeting the MDNR at City Hall, and a site tour of conversion and candidate mitigation properties with the MDNR. Following this work, the MDNR and National Park Service (NPS) provided preliminary approval of the mitigation of the conversion with the CSX Railroad Acquisition parcel. This has initiated Phase II (Steps 4-6) of the conversion process and, therefore, this request for authorization to proceed and approval of additional work and budget.

The cost table presented in this change order request is based on that of the proposal, Ramboll Proposal No. 104258. However, as the scope has been defined following efforts to date, the cost table has been revised to focus on only the mitigation parcel (CSX Railroad Acquisition) and the conversion of the properties affected by the Adelaide Pointe and Hartshorn Village conversions as they relate to the Lakeshore Trail, which was encumbered by the Land and Water Conservation Fund. The estimated budget in the table also now includes the cost of an appraisal reviewer. Ramboll is currently fielding bids from candidate reviewers. The estimated cost for a reviewer is based on three bids received to date. There are otherwise no changes to the subcontractor team composition.

TEAM QUALIFICATIONS

Ramboll will continue to provide a multidisciplinary team specializing in due diligence, site solutions, and natural resource permitting. We have established our team to execute this project with clear lines of communication and responsibility to the City. The project leadership will be accessible to the City throughout the project and will lead the execution of the tasks identified.

Dusty Tazelaar – Project Manager – Mr. Tazelaar is a project manager with 19 years of professional experience in the fields of risk assessment, environmental toxicology, and fish and wildlife habitat restoration. He is from Muskegon and currently works from his home office in Grand Haven, MI. His experience includes project and technical management for ecological risk assessments, environmental fate and transport of compounds analyses, long-term field investigations, fish and wildlife habitat restoration projects, and the oversight of laboratory studies. Dusty's primary career focus has been evaluating persistent organic pollutants in fish and wildlife species. He has substantial experience in managing personnel for large-scale biological sampling efforts to support ecological risk assessment. He is the project manager for the Amoco Fish and Wildlife Habitat Project in Muskegon.

Travis Hinman – Environmental Consultant – Mr. Hinman has 23 years of experience in environmental consulting. His experience covers site assessment, due diligence, construction, environmental investigation, climate resiliency, community engagement, and remediation. Clients range from non-profits, and school districts, to public utilities and residential developers with sites located in schools, residential apartment buildings, power plants, natural gas collection facilities, and dense urban neighborhoods. He has broad experience including community engagement, construction management, contaminant source delineation and characterization (soil, groundwater, marine sediments), evaluation of soil vapor intrusion, design and installation of remedial technologies, remedial excavation, and design and construction of containment systems.

Scott Stolz – GIS Specialist – Mr. Stolz has over ten years of professional experience as a Geographic Information System Specialist, Environmental Scientist, and geospatial data analyst. Mr. Stolz has provided GIS, database, GPS, CAD, and fieldwork support on a wide variety of projects. He is skilled in geodatabase management, environmental data management, CAD to GIS data conversion, and creation of high-quality map products. Geospatial data management experience includes design, implementation and production support activities for relational database management systems including Esri ArcCatalog geodatabases, MS Access and EnviroData software.

Lis Thomas – Managing Ecologist - An environment and health and safety professional with 16 years of experience in environmental assessment, regulatory compliance, auditing, and sustainability. Lis has particular knowledge of urban ecosystems, soil assessment and remediation, native and invasive plant communities, stormwater infrastructure and ecosystem services. Lis has also designed and delivered training programs on environmental, sustainability, and health and safety topics. These programs have included multiple in-depth certificate programs. Lis has also worked closely with interdisciplinary teams including NGOs, governmental organizations, and citizen stakeholder groups to develop programming and initiatives for major urban greening projects.

Carlson Appraising Company – Appraiser – A small Michigan based business. They are uniquely qualified for this assignment having completed hundreds of appraisals for various governmental agencies, land conservancies and conservation organizations. These appraisals involved fee simple value considerations, conservation easements, development rights agreements, and other similar partial interests. The properties appraised for these issues included vacant and improved parcels having significant natural resource amenities ranging from prime Great Lakes frontage; major river frontage; scenic urban and rural areas sought for acquisition by local municipalities; prime agricultural land; and railroad, recreational and utility corridors. These appraisals have been prepared in accordance with applicable standards unique to circumstances and requirements including Michigan Department of Natural Resources Appraisal Report Writing Standards, Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book") and others.

The Mannik & Smith Group – State Historic Preservation Officer – Technical skill, relationships and leadership are the foundation of The Mannik & Smith Group, Inc. (MSG) and have been not just a tradition, but a way of doing business since 1955. People are the heart of our company. Knowledgeable and technically savvy associates create the ability to positively impact the value of projects. Comprehensive services—along with talented and dedicated professionals combined with the foundational culture of the company set by Jaan Mannik (ret. 2007) and Mike Smith (Chairman Emeritus, 2018)—create a benchmark for consulting firms in the Midwest. MSG continuously evolves to meet the changing needs of the industry and implements innovative ideas that streamline processes to add value to our projects. MSG provides a comprehensive suite of professional engineering and environmental services, including Civil Engineering, Survey, Environmental Consulting, NEPA Services, Cultural Resources, Landscape Architecture, Geotechnical Engineering, Construction Support, and Funding Strategy Assistance.

Westshore Environmental – Surveyor – Founded in 1982, Westshore is a Muskegon, MI based small business. They have a multidisciplinary staff of qualified and experienced professionals who possess a wide range of technical capabilities, in environmental, surveying, geoscience, and engineering consulting services.

TBD – Appraisal Reviewer – Per the request of the MDNR, Ramboll has engaged with “Yellow Book” qualified candidate appraisers to review the appraisal(s) completed by the Carlson Appraising Company to support the conversion application.

UNDERSTANDING OF SERVICES

As the City is moving into Phase II of the conversion process, Ramboll requests the authorization to proceed and approval of additional work and budget for Phase II of the current City project. Currently, there are four properties (Adelaide Point, Hartshorn Village, Lakeshore Trail, and Hartshorn Marina) which have triggered the conversion process and required mitigation. These properties require completing the full 6-step conversion process. These conversions will be mitigated by the CSX Railroad into public use. It should be noted that properties owned by public agencies cannot be used as mitigation unless certain conditions are met. To date, the MDNR and NPS has preliminarily approved this mitigation, thereby initiating Phase II. Phase II of the process is outlined below.

Conversion Process

Working closely with MDNR and the City of Muskegon, Ramboll will move the above parcels through the next three steps of the process, discuss any additional conditions for properties owned by public agencies and, if necessary, identify any additional mitigation properties which may be necessary to meet the requirements of the conversion.

Steps 4 – 6 (Phase II)

As the MDNR and NPS have has conducted the internal analysis of the preliminary conversion submittal and provided approval, Steps 4 through 6 will be completed for the four parcels proposed for conversion, and the associated or more mitigation property.

An initial Phase I Environmental Site Assessment (ESA) will be conducted for the mitigation property as required under Part 201 of the Natural resources and Environmental protection Act. The Phase I ESA will satisfy the requirements of the 2013 ASTM standard and will include the following tasks:

- Document Review – A review of previous environmental reports, if provided.
- Review of Federal, State, Tribal, and Local Government records – This will include review of regulatory database searches for the subject property and the surrounding properties from Environmental Data Resources (EDR). The EDR report will meet the minimum requirements presented in the 2013 ASTM standard.
- Site Reconnaissance - Visually inspect the physical condition of the subject property, including

the interior of any buildings or other structures, to evaluate whether there are any current or past operations that involve the use, treatment, storage, disposal or generation of hazardous substances or petroleum products. Ramboll will also visually inspect, to the extent practicable from property boundaries and public thoroughfares, adjacent properties for current or past land use conditions that may adversely affect the subject property, and make observations for the presence of obvious suspect asbestos-containing materials (ACMs) and moisture/ mold conditions.

If, based on the findings of the Phase I and any other additional investigation data available, the property is determined to be a facility, as defined in EGLE Part 201 cleanup program regulations, due to the presence of impacted soil or groundwater, then Ramboll will conduct a Baseline Environmental Assessment (BEA) for each applicable facility. Ramboll will use the available historic data from Phase I/Phase II Environmental Assessments and, if necessary, conduct additional investigations to fill data gaps and provide a complete picture of environmental impacts on the property.

Following the completion of the BEA and any necessary additional investigation activities, Ramboll will also proceed with the development of the DDCC that meets the requirements as described in Section 20107a of Part 201 of NREPA, which requires that owners and operators take due care measures to ensure that existing contamination on a property does not cause unacceptable risks and is not exacerbated. Such measures include evaluating the contamination and taking necessary response actions. Due care requirements are not related to the owner or operator's liability for the contaminants; they apply to non-labile parties and liable parties alike. The DDCC must be provided to Client within eight months after the transaction, as required by Section 20107a of Part 201. If necessary, a Response Activity Plan (RAP) will also be prepared and submitted to Department of Environment, Great Lakes, and Energy (EGLE), as detailed under Part 201.

If the findings of the BEA indicate that remediation is required, a RAP will be completed as detailed under Section 20114b, Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. The RAP, to Comply with 7a(1)(b), will address the entire property, all complete pathways, and propose the necessary response activities to mitigate unacceptable exposures for all pathways determined to be complete. It is anticipated that only one BEA and/or RAP will be necessary.

All the above summarized environmental due diligence documents, once approved through EGLE, will be provided to an appraiser to determine the market value of both the conversion and mitigation properties. The mitigation property must have an equal or greater valuation than the conversion property. Since it is our understanding that two of the parcels planned for conversion are Land and Water Conservation Fund (LWCF) encumbered, which likely involves the National Park Service, Ramboll will contract with Carlson Appraising Company, located in Lansing, Michigan, who will conduct the appraisal in conformance with Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book").

Finally, a 30-day public comment period will be undertaken to ensure that the community has ample opportunity to provide input on the proposed conversion. This will be accomplished through public outreach (i.e., mailers, online comment options) as well as through a public meeting scheduled in Muskegon.

Additional Items for LWCF Properties

As the conversion properties are encumbered by the LWCF, additional steps are required. Additional steps include an environmental screening form, which must be completed for the conversion and mitigation properties and impacts to historical properties evaluation. The screening form is used to identify potential negative effects to environmental or cultural resources, or social conditions, as result of the proposed conversion. This form will then be submitted to the NPS. If the department or NPS determines that an environmental assessment is required, further guidance will be provided, and may include a more detailed environmental assessment report.

Additionally, a review of potential effects of the conversion and mitigation proposal on historical properties is conducted by a State Historic Preservation Officer (SHPO). To conduct this assessment Ramboll will contract with The Mannik & Smith Group, Inc (MSG). MSG will then issue a letter stating their findings and whether “no effect” is found for the mitigation property.

Final Approval

Information summarized in the above steps will then be submitted as a final packet to MDNR for final approval and forwarded to the NPS for their additional approval.

Meetings

Per the RFP, Ramboll is anticipating a need for five (5) in-person and four (2) virtual meetings during Phase II. on this project. These meetings will be attended by the project Manager who is a resident of Grand Haven, and additional personnel as necessary based on tasks to be discussed. The meetings are as follows:

- Appraisal kickoff meeting with the City/MDNR/Appraiser/Appraisal Reviewer
- Two Stakeholder meetings
- Two virtual check-in meetings with the City/MDNR
- One preliminary report review meeting with City/MDNR
- One final report review meeting with City/MDNR

Budget has also been added for the project manager to attend up to two additional meetings, which may be requested by the city/stakeholders to assist with public input, presentation of the findings to governing bodies and/or related boards, and to assist with grant funding identification or preparation.

PRICE PROPOSAL

The cost table included as **Attachment A**, contains a task by task break down of technical staff hours and billing rates, subcontractor costs and roles, and a breakdown of other direct costs, such as car rental or mileage, for each specific task. The costs along with the technical proposal detail how Ramboll proposes to approach the current assignment, and how staffing and subcontractors will be utilized.

ASSUMPTIONS

- Costs for any additional investigation activities have not been included in this proposal as the scope of such investigations is not completely known prior to commencing Step 4. If additional investigation is deemed necessary, it will be covered under a separate proposal.
- Properties owned by public agencies cannot be used as mitigation unless certain conditions are met. Any additional conditions will need to be discussed with MDNR once the process begins to understand which conditions may apply and the level of effort required to meet them. Therefore, costs associated with meeting additional conditions have not been included in this proposal.
- Costs include the baseline conversion process steps for the LWCF parcels, but any additional environmental assessment that may be required by the National Park Service for the LWCF properties has not been included.
- Costs include preparation of one BEA and one RAP for the parcels which are to be used as mitigation in the conversion process. However, due to the limited information available regarding these parcels, costs may vary based on the scope determined during environmental due diligence. If additional BEAs or RAPs are required these will be covered under a separate proposal.

- It is anticipated that some revisions or additional information will be requested from MDNR on the final submittal package. Costs assume one round of revisions and/or request for information from MDNR.
- Appraisal costs have assumed a “value of the part converted” approach will be acceptable. If instead MDNR requires a “before and after” approach, the appraisal complexity is much greater and additional costs maybe incurred. A base cost of \$20,000 (less the value of \$2275 which was paid to the subcontractor during Phase I) has been included in the cost table; however, if the appraisal complexity required by MDNR calls for this latter approach, \$33,000 additional cost is estimated to complete the appraisals. This yields a range for appraisal support of \$20,000 - \$44,000.
- Appraisal reviewer costs assumptions are based on those used to derive the low end of the appraisal costs range above. Appraisal review will be in accordance with USPAP Standards Rule 2-1(a) & “Yellow Book”. No site visit is anticipated for the reviewer. Reviewer may attend Appraisal Kick-off Meeting virtually (e.g., Teams). Additional costs of \$350 per hour for any required meetings (except for a meeting prior to work commencing), conferences, depositions or court appearance with a two-hour minimum and plus costs including mileage at the then prevailing federal rate. If the proposed work changes significantly from what has been outlined as three review reports that the fee will be renegotiated.
- It is unclear if MDNR will accept a development approach to value. Precise clarification with MDNR must be accomplished prior to commencing appraisal work.
- Ramboll reviewed and revised Insurance Requirement that was included Ramboll Proposal No. 104258, approved November 23, 2023, is included for reference in **Attachment E**.
- We anticipate that impacts to the Lakeshore Trail and Hartshorn Marina properties can be addressed within the one application for the Adelaide Pointe, Hartshorn Village, and CSX Railroad.
- Work shall continue to be performed in accordance with and under the Ramboll Americas Engineering Solutions, Inc., Standard Service Terms and Conditions in **Attachment D**.

CLOSURE

We look forward to continuing our support for the City and this project. If you find this change order request acceptable, please have a copy of the change order executed and return it to Ramboll as our authorization to proceed. If you have any questions or need further information, please contact us.

Sincerely,



Jay F Karls, PhD, PE
Project Officer - Director of Strategy Midwest
Central



Dustin L Tazelaar
Project Manager

AUTHORIZATION TO PROCEED

October 13, 2023, Change Order Request to Ramboll Project No. 1940103340, authorized November 23, 2022, for Providing MDNR Conversion Assistance to the City of Muskegon, MI.

This Authorization to Proceed approves the proposed work, expenses, and subcontractor budget for "Phase 2" (steps 4-6), which is inclusive of LWCF encumbered conversion and mitigation properties, and PM/Meeting labor and expenses.

Accepted and approved by:

Signature: _____

Date: _____

Name: _____

Title: _____

ATTACHMENT A
COST TABLE

Muskegon Convers
Muskegon, Michigan



Initial Activities									
				Conversion Process Steps 4 - 6		Meetings / PM			
Labor Costs		RATES	UNIT	UNITS	DOLLARS	UNITS	DOLLARS	Hours	DOLLARS
Principal		\$215	hr	8	\$1,720	0	\$0	8	\$1,720
Sr. Managing Consultant		\$195	hr	0	\$0	0	\$0	0	\$0
Managing Consultant		\$185	hr	124	\$22,940	36	\$6,660	160	\$29,600
Senior Consultant 2		\$150	hr	100	\$15,000	0	\$0	100	\$15,000
Senior Consultant 1		\$135	hr	0	\$0	0	\$0	0	\$0
Technician		\$95	hr	80	\$7,600	0	\$0	80	\$7,600
Communications and Reproduction (6%)					\$2,836		\$400		\$3,235
Total Labor				312	\$50,096	36	\$7,060	348	\$57,155
Subcontractors Costs				UNITS	DOLLARS	UNITS	DOLLARS	UNITS	DOLLARS
Surveyor (West Shore Environmental)		\$28,600	each	0	\$0	0	\$0	0	\$0
Appraiser (Carlson Appraising)		\$17,725	each	1	\$17,725	0	\$0	1	\$17,725
SHPO		\$7,725	each	1	\$7,725	0	\$0	1	\$7,725
Reviwer for appraisal		\$10,000	each	1	\$10,000	0		1	\$10,000
Markup (10%)					\$2,545		\$0		\$2,545
Total Subcontractors Costs					\$37,995		\$0		\$37,995
Other Costs				UNITS	DOLLARS	UNITS	DOLLARS	UNITS	DOLLARS
Misc. Field Supplies		\$100	day	0	\$0	0	\$0	0	\$0
EDR Reports		\$400	each	2	\$800	0	\$0	2	\$800
Lodging		\$250	day	0	\$0	0	\$0	0	\$0
Car Rental		\$150	day	0	\$0	1	\$150	1	\$150
Total Other Costs					\$800		\$150		\$950
TOTAL COST					\$88,891	\$7,210			\$96,100

TOTAL	\$96,100
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ATTACHMENT B
RAMBOLL PROFESSIONAL RESUMES

DUSTY L. TAZELAAR

Project Manager

Mr. Tazelaar is a project manager with 18 years of professional experience in the fields of risk assessment, environmental toxicology, and fish and wildlife habitat restoration. He is from Muskegon and currently works from his home office in Grand Haven, MI. His experience includes project and technical management for ecological risk assessments, environmental fate and transport of compounds analyses, long-term field investigations, fish and wildlife habitat restoration projects, and the oversight of laboratory studies. Dusty's primary career focus has been evaluating persistent organic pollutants in fish and wildlife species. He has substantial experience in managing personnel for large-scale biological sampling efforts to support ecological risk assessment. He is the project manager for the Amoco Fish and Wildlife Habitat Project in Muskegon, MI.

PROFESSIONAL REGISTRATIONS

Society of Environmental Toxicology and Chemistry

PROFESSIONAL EXPERIENCE

Fish and Wildlife Habitat Restoration, Muskegon Lake, MI, USA, Project Manager – A multi-faceted project within a Great Lakes Area of Concern designed to address Beneficial Use Impairments. The site was a former petroleum storage and transfer facility. Project elements included sediment and soil investigations to assess potential impacts of petroleum-related compounds and metals. Multi-beam and side-scan sonar surveys were conducted to characterize debris in the nearshore area. Tasks included the design of a berm and movement of a bike path to restore the connection of on-site wetlands to the lake and removal of nearshore debris.

Ecological Risk Assessment, Tittabawassee River, MI, USA, Project Manager – A large and multidisciplinary project to assess the availability and impact of dioxins, furans and co-contaminants including polychlorinated biphenyls (PCBs) and DDXs on wildlife. Facilitated the generation and interpretation of data to inform human and environmental risk assessment, remediation, restoration, and NRDA.

Ecological Risk Assessment, Kalamazoo River, MI, USA, Project Manager – Providing NRDA support following a multi-trophic level risk assessment of PCBs to wildlife, in the Kalamazoo River, Michigan. Facilitated efforts to plan compensatory restoration projects based on Habitat Equivalency Analysis (HEA).



CONTACT INFORMATION

Dusty Tazelaar

Dusty.Tazelaar@Ramboll.com

Ramboll
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Ann Arbor, MI 48105
United States of America

TRAVIS HINMAN

Managing Consultant

Mr. Hinman has 22 years of experience in environmental consulting. His experience covers site assessment, environmental investigation, due diligence, climate resiliency, community engagement, construction, and remediation. Clients range from non-profits, and school districts, to public utilities and residential developers with sites located in schools, residential apartment buildings, power plants, natural gas collection facilities, and dense urban neighborhoods. He has broad experience including construction, contaminant source delineation and characterization (soil, groundwater, marine sediments); evaluation of soil vapor intrusion, design and installation of remedial technologies, remedial excavation and, and design and construction of containment systems.



PROJECTS

- Worked to develop a vulnerabilities assessment for the Resilient Long Beach Island project. The assessment analyzed the impacts of climate related hazards to community assets, critical infrastructure, and natural resources to aid in development of a resilience action plan. The Resilient LBI project is a pilot program to help vulnerable coastal communities plan for potential impacts to residents, businesses, and the natural and built environment.
- Assisted large industrial client with environmental due diligence assessment by quantifying environmental risk associated with existing facilities. Experience includes providing cost estimates associated with environmental liabilities, construction, closure and post closure. Conducted site inspections, file reviews, identification of potential environmental liabilities, prepared cost estimates and timelines for investigation and remediation.
- Directed the design, permitting, and construction of a cap for soils containing asbestos at an active manufacturing facility located along the Neponset River in Massachusetts. The project was located in a regulatory floodway and thus required negotiation with the local conservation commission and Mass DEP to permit and approve the work. Other phases of work which have been completed include the remediation of LNAPL which was seeping into the adjacent river and removal of the hydrocarbon impacted sediments from the river bottom.
- Served as project manager, community outreach, and construction manager for several manufactured gas plant sites. The sites were located in dense urban neighborhoods with approximately 400 homes constructed within the footprint. Coordinated with homeowners to develop access agreements which would allow investigation and if necessary, remediation of their property. Managed delineation / characterization of groundwater source areas, investigation of soil and soil vapor on public and private property, preparation of design plans, and remediation and excavation of soils.

CONTACT INFORMATION

Travis Hinman

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Ramboll
101 Federal Street
19th Floor
Boston, MA 02110
United States of
America

LIS THOMAS

Managing Consultant, Ann Arbor, Michigan Office

Lis Thomas is an EHS professional with over 15 years of experience in environmental assessment, regulatory compliance, auditing, and sustainability. Lis has particular knowledge of organics recycling, climate change mitigation/adaptation, urban ecosystems, soil assessment, stormwater management and native/invasive plant communities.

Lis has also designed and delivered training programs on environmental, sustainability, and health and safety topics. These programs have included multiple in-depth certificate programs. Lis has also worked closely with interdisciplinary teams including NGOs, governmental organizations, and citizen stakeholder groups to develop programming and initiatives for major urban greening projects.



SUSTAINABILITY PROJECT EXAMPLES

- Provided oversight of hazardous waste storage, on-site generation, and disposition for auto facility with 15,000 on-site employees. Also managed non-hazardous waste and recycling programs and developed initiatives to improve/implement grease, cardboard, and organics recycling from the site.
- Led Kaizen hazardous waste reduction event resulting in process changes that significantly reduced hazardous waste volume, increased plastics recycling, and provided \$591K in annual hazardous waste disposal cost savings.
- Provided research, development, and implementation for SPEC Urban Farmer Field School, the Brooklyn Urban Gardener certificate program, and NYC Farm School, adult education programs promoting techniques for climate change adaptation and mitigation in urban agriculture.
- Conducted soil testing for trace metals and toxicity assessments in a variety of urban and industrial soils.
- Partnered with Detroit Green Task Force and business stakeholders to develop specific regulatory guidelines for urban commercial composting facilities.
- While at Brooklyn Botanic Garden, worked on public partnerships to implement street tree stewardship and education (Million Trees NYC), municipal composting programs (Brooklyn Compost Project, NYC Compost Project), and storm water infrastructure improvements to address CSO (SWIM).

ENVIRONMENTAL AND SAFETY-RELATED PROJECT EXAMPLES

- Planned, designed, and led numerous training sessions on environmental and safety topics including stormwater management, industrial hygiene, HAZWOPER refresher training, mercury awareness, HazCom, Process Safety Management, emergency action plans, etc.
- Authored work instructions, SOPs, hazardous waste management plans, stormwater pollution prevention plans, emergency action plans and maps for various clients. Performed industrial hygiene testing, risk assessments, and notifications.

CONTACT INFORMATION

Lis Thomas

lthomas@ramboll.com
+1 (734) 761-0201

Ramboll
2090 Commonwealth Blvd.
Ann Arbor, MI 48105
United States of America

Scott Stolz

Mr. Stolz has over ten years of professional experience as a Geographic Information System Specialist, Environmental Scientist and geospatial data analyst. Mr. Stolz has provided GIS, database, GPS, CAD and fieldwork support on a wide variety of projects. He is skilled in geodatabase management, environmental data management, CAD to GIS data conversion, and creation of high-quality map products. Geospatial data management experience includes design, implementation and production support activities for relational database management systems including Esri ArcCatalog geodatabases, MS Access and EnviroData software.

PROJECTS

Crawford Manufactured Gas Plant Site Remediation, Chicago, IL

Ramboll led planning and remedial design services related to Time Critical Removal Actions (TCRA) in two areas of the site to address MGP source material. Provided mapping support and data analysis to achieve remediation objectives. Coordinated with field support staff to deliver real-time mapping visualizations to adapt to site conditions to achieve desired results. Provided mapping support for remedial investigation of the site by producing over 100 figures showing past and current site conditions; analytical results in soil, groundwater, and soil gas samples; groundwater conditions; remedial actions; and risk-based feasibility figures. The Crawford site is one of the largest former MGP sites in Chicago (260 acres) and represents a >\$100 million remediation program.

Division Street Station Manufactured Gas Plant Site Remediation, Chicago, IL

Ramboll led planning and remedial design services related to Time Critical Removal Actions (TCRA) across the site to address MGP source material. Provided mapping support and data analysis to achieve remediation objectives. Coordinated with field support staff to deliver real-time mapping visualizations to adapt to site conditions to achieve desired results. Maintained detailed records of all samples collected during the removal actions, tracked the exact remedial action areas, and updated databases to reflect current site conditions. Managed GPS data collected daily to produce real-time figures for changes in scope and design.

New Jersey Offshore Wind Strategic Plan, New Jersey

The New Jersey Board of Public Utilities (NJ BPU) selected Ramboll to coordinate and facilitate the development of the State's Offshore Wind (OSW) Strategic Plan. Ramboll led a multidisciplinary team. Mr. Stolz led the GIS efforts to conduct a detailed environmental and natural resource assessment examining a multitude of factors for consideration. Among them, a weighted sum average was conducted on a variety of species groups to determine a relative susceptibility for the designated lease areas. Hundreds of maps were produced with the analysis and factored in to the development of Offshore Wind off of the coast of New Jersey.



PROJECT ASSIGNMENT

Mapping/Data

SPECIAL COMPETENCIES

- Geographic Information Systems (GIS)
- GPS Technology
- Relational Database Management Systems

TOTAL YEARS OF EXPERIENCE

10

EDUCATION

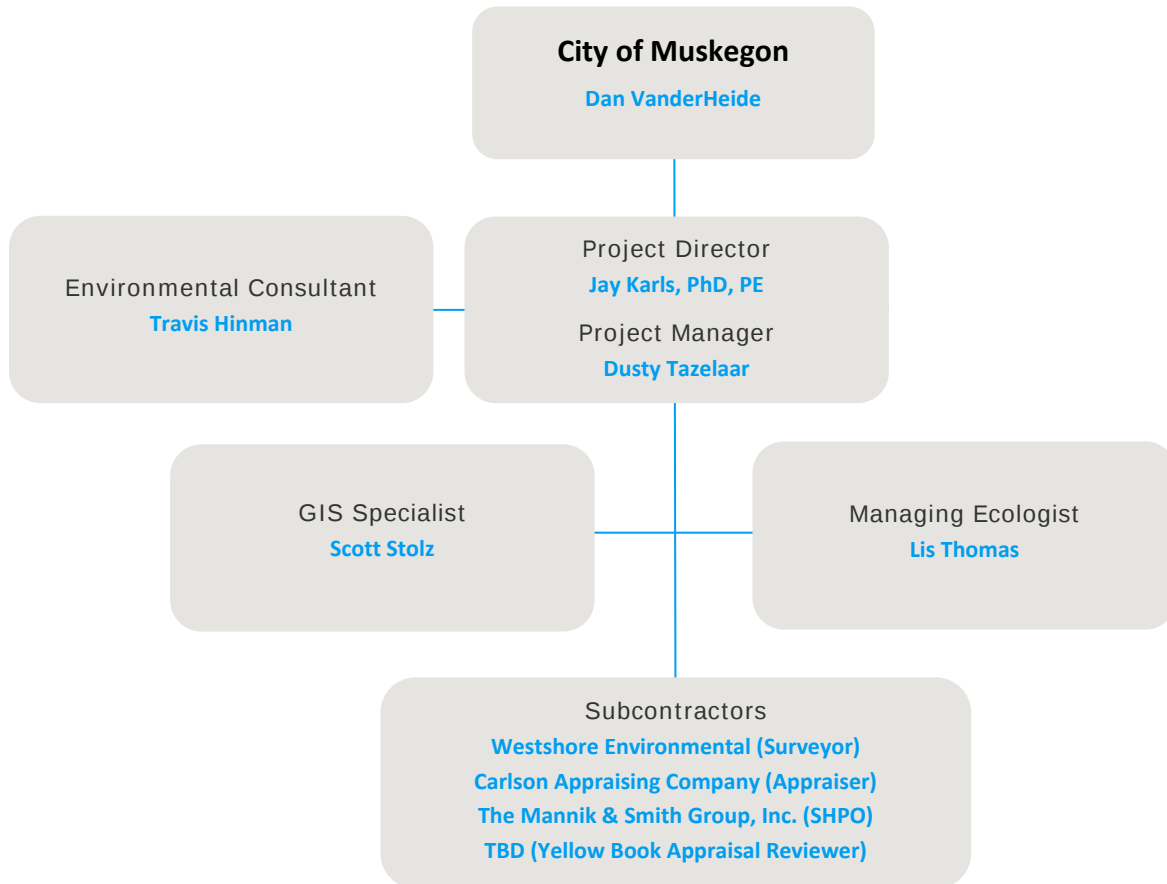
BS, Geography/Geographic Information Sciences and Environmental and Land Use Planning

COURSES/CERTIFICATIONS

8-Hour OSHA HAZWOPER Refresher Training

40-Hour OSHA Health & Safety Training for Hazardous Waste Operations

ATTACHMENT C
RAMBOLL ORGANIZATIONAL CHART



ATTACHMENT D
BUSINESS TERMS AND CONDITIONS

RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. STANDARD SERVICE TERMS AND CONDITIONS

1. **Definitions.** As and when used in this Agreement, each of the following terms shall have the meaning set forth below:
 - a) **Agreement** shall mean this Proposal, including the following: Letters of Authorization or the job specific terms on the face of any Purchase or Change Order and the other Exhibits incorporated in this Proposal.
 - b) **Law** shall mean federal, state, local and other jurisdictional statutes, laws, ordinances, rules, regulations, and codes applicable to Services.
 - c) **Losses** shall mean monetary damages suffered or costs and expenses incurred, including interest and reasonable attorney's fees, as a result of any demand made, cause of action asserted, judgment or decree entered, or any fine or penalty imposed, or any settlement payment consented to by both parties in connection with this Agreement.
 - d) **RAMBOLL** shall mean the Ramboll company issuing the Proposal, Ramboll Americas Engineering Solutions, Inc., unless otherwise stated in the Proposal.
 - e) **Project** shall mean the overall work to be performed, including Services to be performed by RAMBOLL or others on behalf of Client at or in connection with project site(s).
 - f) **Reimbursable Expenses** shall mean the expenses reasonably incurred by RAMBOLL, its agents and subcontractors in performing Services, including, but not limited to, materials, supplies, use of specialized equipment, travel and subsistence costs, including mileage, cellular and non-local telephone and other communication charges, express delivery, postage and freight charges, word processing, computer processing and reproduction and printing charges required in providing Services, and technical services by others, plus permit fees, taxes, charges and assessments on Services (unless specifically included in the Scope of Services).
 - g) **Services** shall mean the professional, technical and other consulting services, work or tasks to be performed by RAMBOLL and its subcontractors as described in the Proposal.
 2. **Changes in Scope.** Client shall have the right within the general purpose and intent of the Project to change, add or delete items from Services in writing and subject only to the agreement of RAMBOLL with respect to the effect on cost and schedule.
 3. **Payment.** Payment of RAMBOLL's monthly invoice shall be due upon receipt. Balances more than thirty (30) days past due shall accrue interest at the rate of 1% per month or part thereof until paid.
 4. **Term.** Unless otherwise provided in this Agreement, the Term hereof shall be from the date this Agreement is signed by both Client and RAMBOLL until the obligations imposed hereunder are fully satisfied or this Agreement is otherwise terminated. All Services shall be deemed to have been performed during the Term hereof.
 5. **Status.** Except as otherwise provided in this Agreement, RAMBOLL shall perform the Services as an independent contractor and shall have sole control over the employment, assignment, discharge and compensation of its employees. RAMBOLL shall be solely responsible for complying with all applicable, federal, state and local employment, wage, tax, and insurance laws and licensing requirements.
 6. **Standard of Care.** RAMBOLL agrees to correct or re-perform, without additional cost to Client, any Service not performed in accordance with the professional standard of care prevailing at the time and in the place where such Service is performed. Client acknowledges that scientific, medical, and health and safety knowledge and expertise is always evolving, and that RAMBOLL's work, conclusions and opinions cannot fully anticipate or take into account changes in knowledge or expertise that develop after the Services are performed. The services and all deliverables are rendered based on the specific circumstances and conditions described in RAMBOLL's Proposal and are intended for use by the Client only in connection with the purpose set forth in the Proposal. RAMBOLL disclaims all warranties relating to any other use and Client shall indemnify, defend and hold harmless RAMBOLL against any and all losses relating to such other use.
 7. **Third Parties.** The Services including, without limitation, related communications and deliverables/work product, and the contents of such communications and deliverables/work product, are solely for Client's benefit and may not be relied upon by or disclosed to any third party without RAMBOLL's express written consent. In addition, Client shall not attribute any statement to RAMBOLL without RAMBOLL's express written consent. RAMBOLL shall be entitled to injunctive relief preventing/prohibiting any disclosure or attribution prohibited hereunder, and Client shall release, indemnify, defend and hold harmless the RAMBOLL from any and all losses arising from or related to such unauthorized disclosure or attribution.
 8. **Insurance.** Throughout the term of this Agreement, RAMBOLL shall maintain insurance in amounts not less than shown:

a) Worker's Compensation	Statutory amount where Services are performed
b) Automobile	\$1,000,000
c) General Liability	\$1,000,000
d) Professional Liability	\$1,000,000
e) Excess Umbrella	\$3,000,000 on "b" & "c"
- Client agrees to require all third parties engaged by or through Client in connection with the Project to provide RAMBOLL with current Certificates of Insurance endorsed to include RAMBOLL as an additional insured on their "b," "c" and "e" policies of insurance and authorizes RAMBOLL to enforce this provision directly with all Project related third-parties.

- 9. Compliance with Law.** RAMBOLL shall comply with all Law applicable to Services, including federal and state Equal Opportunity Laws, orders and regulations, and further, RAMBOLL shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, physical and mental disability, or veteran status.

RAMBOLL will not provide development, design, manufacture, assembly, testing, maintenance, repairs, instruction, advice, training, transmission of know-how, or consulting services in relation to projects involving items that are subject to applicable legal trade restrictions including restrictions on items that originated in Russia or Belarus or that have been exported from Russia or Belarus (as such restrictions are amended from time to time). Client therefore represents and warrants that the project will not require RAMBOLL to provide any of the services set out above, or any other technical services, in relation to these items. RAMBOLL may terminate this Agreement immediately on written notice if RAMBOLL has cause to suspect that the Project may involve any services relating to any of the above items. Client shall indemnify RAMBOLL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by RAMBOLL arising out of a breach of this warranty and/or a termination by RAMBOLL. In such circumstances RAMBOLL shall be entitled to invoice the Client, and to be paid, in respect of all work carried out and all expenses incurred by RAMBOLL up to and including the date of notice of termination. Moreover, in such circumstances RAMBOLL has no liability towards the Client.

- 10. Confidentiality.** Except when 1) authorized by Client in writing, 2) previously and independently known, 3) subsequently published through no fault of RAMBOLL or 4) lawfully obtained from a third party having independent knowledge, RAMBOLL shall treat as confidential all information obtained from Client. RAMBOLL shall provide Client with reasonable notice of and an opportunity to legally resist any effort by a third party to obtain disclosure of confidential information. RAMBOLL shall be permitted to comply with any judicial order. Client information marked confidential shall be returned to Client at the conclusion of Services.
- 11. Patents.** Patentable ideas, products, equipment, materials or processes ("Ideas") developed, in whole or in part, with proprietary information or assistance of Client shall be the property of Client; provided, however, that RAMBOLL shall have an unlimited, royalty free, nonexclusive, nontransferable (other than to its successors), world-wide license for their use, reproduction, manufacture and sale. Ideas developed by RAMBOLL during or as part of its performance of the Services which do not depend on proprietary information or assistance provided by Client shall be the property of RAMBOLL; provided, however, that Client shall have an unlimited, royalty free, nonexclusive, nontransferable license for their use by and for Client.
- 12. Client Responsibilities.** Client shall on a continuing basis throughout the term of this Agreement:

- a) maintain a designated representative, who shall be reasonably available to meet with RAMBOLL on Client's behalf;
- b) provide RAMBOLL with all relevant Project related data available to Client, and unless otherwise provided in the Scope of Services, Client shall provide RAMBOLL with accurate, current land surveys showing the location of on-site utilities and subsurface structures, test boring logs and other subsurface information necessary for performance of Services;
- c) provide all negotiation for, and acquisition of, lands, rights-of-way and easements required for performance of Services;
- d) arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by RAMBOLL for performance of Services.

- 13. Additional Cost or Delay.** RAMBOLL shall not be responsible or liable for delay or additional Project cost resulting from:

- a) the lack or insufficiency of performance by any person or entity not selected by, engaged by, and responsible to RAMBOLL,
- b) changes, delays or additional Services not necessitated by the acts or omissions of RAMBOLL,
- c) unreasonable or repeated delay in response to requests, applications or reviews by Client or third parties.
- d) damage to underground utilities or structures not accurately located on plans, maps or figures furnished to RAMBOLL.

- 14. Change in Law.** Client shall bear the cost of any material change in or addition to Services resulting from a change in Law or interpretation effective after the date of this Agreement.

- 15. Force Majeure.** RAMBOLL, and its affiliates, shall not be liable in any way because of any delay or failure in performance due to circumstances or causes beyond its control, which shall be deemed to include without limitation strike, lockout, embargo, epidemic, pandemic, or other outbreak of disease, quarantine restrictions, riot, war, act of terrorism, cyber-attack, flood, fire, act of God, act of the federal or state government, accident, failure or breakdown of components necessary to order completion, Client, subcontractor or supplier delay or non-performance, inability to obtain or shortages in labor, materials, protective gear, other supplies or manufacturing facilities, compliance with any Law, or circumstances or conditions which in the discretion of RAMBOLL may pose a material risk to the health or safety of the employees of RAMBOLL, its affiliates or subcontractors. In any such event, RAMBOLL shall give prompt notice to Client of the event or circumstance and RAMBOLL will be entitled to an equitable adjustment in the time for performance of the Services and to equitable compensation from Client for the time expended and expenses incurred by RAMBOLL with respect to the Project.

- 16. Other Use of Results.** Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of RAMBOLL in performing Services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific

circumstances and conditions of the Project and are intended solely for use by Client in connection with the Project.

Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon RAMBOLL's receipt of payment. Client agrees to defend, indemnify and hold harmless RAMBOLL from and against any and all Losses arising from Client's direct or indirect use of Documents or Results, other than in connection with Project.

17. Suspension of Services.

- a) Client shall have the right to suspend all or part of the Services, provided, Client gives RAMBOLL at least seven (7) days' notice of the dates each suspension is to begin and end. In the event Client suspends Services for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by RAMBOLL in (i) preserving and documenting Services performed or in progress, and (ii) demobilizing and remobilizing Services.
- b) In the event Client does not make timely payment of the invoiced amounts as provided herein, RAMBOLL shall in addition to its other rights, have the right, upon seven (7) days' notice, to suspend performance of all or part of the Services until (i) all past due amounts are paid, and (ii) satisfactory assurance of prompt future payment is received.

18. Indemnification.

- a) Subject to paragraph 20 of these Standard Service Terms & Conditions, RAMBOLL agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from Losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees, and its agents, subcontractors, successors and assigns.
- b) To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold said persons harmless from Losses arising in connection with Project.

19. Limitation of Damages. The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.

20. Liability. The maximum liability of RAMBOLL, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to this Agreement, including paragraphs 6 and/or 18a of these Standard Service Terms & Conditions, shall be limited to Five (5) times the Agreement amount, but in no event more than \$1,000,000.

21. Mediation of Disputes. The parties agree to make a good faith effort to resolve any controversy, dispute or claim arising out of, or related to, this Agreement ("Dispute") by the use of alternative dispute resolution procedures provided herein, prior to, and as a condition of, commencing any action or proceeding at law or in equity. Specifically, each party agrees to provide the

other prompt written notice of the specific subject(s) and/or circumstance(s) in Dispute. If the Dispute is not resolved to the mutual satisfaction of the parties within ten (10) days of receiving notice, either party may request mediation. Mediation shall be 1) by a qualified, experienced mediator agreeable to both parties as supplied by the American Arbitration Association, Endispute, Inc., or other mutually agreeable source, 2) at the earliest available date of the mediator, and 3) in the major city closest to the Project site where RAMBOLL's Services are performed or as otherwise agreed by the parties. The cost of mediation services shall be shared equally by the parties.

22. Termination. Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice.

23. Modification. This Agreement shall not be modified or replaced, in whole or in part, except by written amendment signed by both parties.

24. Notice. All notices shall be given to the other party in writing by hand delivery, by express service providing proof of delivery, by facsimile transmission and/or by registered mail, postage paid, return receipt requested, at the address appearing on the first page of this Agreement or such other address as the parties shall from time to time give notice.

25. Interpretation. This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York except for its choice of law rules.

26. Severability. If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.

27. Waiver. Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

28. Integration. This Agreement shall constitute the entire agreement between the parties. There are no representations or other agreements, oral or written, between the parties other than as set forth in this Agreement.

ATTACHMENT E
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The Consultant will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:

- a. Hold Harmless Agreements: To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, and employees, ~~volunteers and others working on behalf of the City~~ against any and all claims, demands, suits, or loss, including any court costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, and employees, ~~volunteers, or others working on behalf of the City,~~ by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises to the extent arising out of or is in any way connected or associated the negligent acts or omissions or willful misconduct of Consultant in the performance of Services under ~~with~~ this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.
- b. Consultant Insurance Requirements: Consultant shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.
- c. Workers' Compensation Insurance: The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. General Liability Insurance: The Consultant shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
- e. Motor Vehicle Liability: The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$500,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

- f. Professional Liability Insurance: The Consultant shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim.
- g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": 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.
- h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, ~~or Non-Renewal, Reduction and/or Material Change~~ shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.
- i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance
 - 4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance
 - 5. ~~If so requested, certified copies of all policies mentioned above will be furnished.~~

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 24 2023	Title: Splash Pad Reconstruction Design								
Submitted By: Kyle Karczewski	Department: Parks & Recreation								
Brief Summary: A request for staff to enter into a contract with Fleis & Vandenbrink for design of the Spark grant-funded splash pad reconstruction.									
Detailed Summary & Background: An RFP was released in accordance with MDNR rules for design services for the Spark grant to hire a firm to design the splash pad. Staff has scored the 3 firms according to a qualifications-based selection process outlines in the RFP, and recommends Fleis & Vandenbrink based on the scores shown. Some highlights of their proposal include having the most affordable design cost & having a local office in Muskegon. The splash pad construction is planned for the spring of 2024.	<table border="1"><thead><tr><th>Proposing Firm</th><th>Score</th></tr></thead><tbody><tr><td>Fleis & Vandenbrink</td><td>84</td></tr><tr><td>MCSA</td><td>74</td></tr><tr><td>Water Ventures</td><td>43</td></tr></tbody></table>	Proposing Firm	Score	Fleis & Vandenbrink	84	MCSA	74	Water Ventures	43
Proposing Firm	Score								
Fleis & Vandenbrink	84								
MCSA	74								
Water Ventures	43								
Goal/Focus Area/Action Item Addressed: Enhanced Parks & Recreation Department Services									
Amount Requested: \$33,640	Budgeted Item: Yes ☒ No ☐ N/A ☐								
Fund(s) or Account(s): 101-770	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐								
Recommended Motion: I move to authorize staff to enter into a contract with Fleis & Vandenbrink for design of the Spark grant-funded splash pad reconstruction.									
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒								

SPLASH PAD RECONSTRUCTION DESIGN

Submitted to:
City of Muskegon

September 26, 2023
P19915





September 26, 2023

City of Muskegon
Attn: Kyle Karczewski
933 Terrace Street
Muskegon, MI 49440

RE: Splash Pad Reconstruction Design

Dear Mr. Karczewski:

We appreciate the opportunity to submit our proposal to provide design and engineering services for the reconstruction of a splash pad facility in the City. Our past experience with similar projects, including the splash pad at Alcoa Celebration Square, gives us a unique insight to projects of this type. Additionally, we recognize that community input is important to the overall success of this project.

There are many considerations to keep in mind when developing a splash pad/water feature. Some of the keys include:

- Location with respect to downtown, parking, pedestrian trail and other parks & utilities
- Flow-through system versus a recirculating system (recirculating requires daily water testing)
- Surface finish of pad – plain white concrete (medium broom) or sand cast concrete (slip resistant), poured in place rubber
- LED lighting for programmable spray jet design
- Age groups – toddler zone (low powered jets or mist) & elementary zone (water cannons, dump buckets and higher volume sprays)
- Universal access
- Safety

With an office located in downtown Muskegon, we work in the City and surrounding communities. Our principal, Don DeVries, has worked with Muskegon County communities for over thirty years. We have several professionals working in our Muskegon office, which is supported by eight other offices and almost 300 other professionals.

We look forward to working with you on this project. We can begin working on the plan immediately upon your authorization and can adjust our schedule to meet your needs. If you have any questions or comments, please feel free to contact us.

Sincerely,

FLEIS & VANDENBRINK

Rick Stout, LLA
Lead Landscape Architect
rstout@fveng.com

Don DeVries, PE
Principal
ddevries@fveng.com

316 Morris Avenue, Suite 230
Muskegon, MI 49440
P: 231.726.1000
F: 231.726.2200
www.fveng.com

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	<u></u>	Title	<u>Principal</u>
Print Name	<u>Don DeVries, PE</u>	Date	<u>09/26/2023</u>
Firm Name	<u>Fleis & VandenBrink</u>		
Address	<u>316 Morris Avenue, Suite 230</u>		
	<u>Muskegon, MI 49440</u>		
	<u></u>		
Telephone No.	<u>231.726.1000</u>		
E-Mail	<u>ddevries@fveng.com</u>		
Fax No.	<u>231.726.2200</u>		

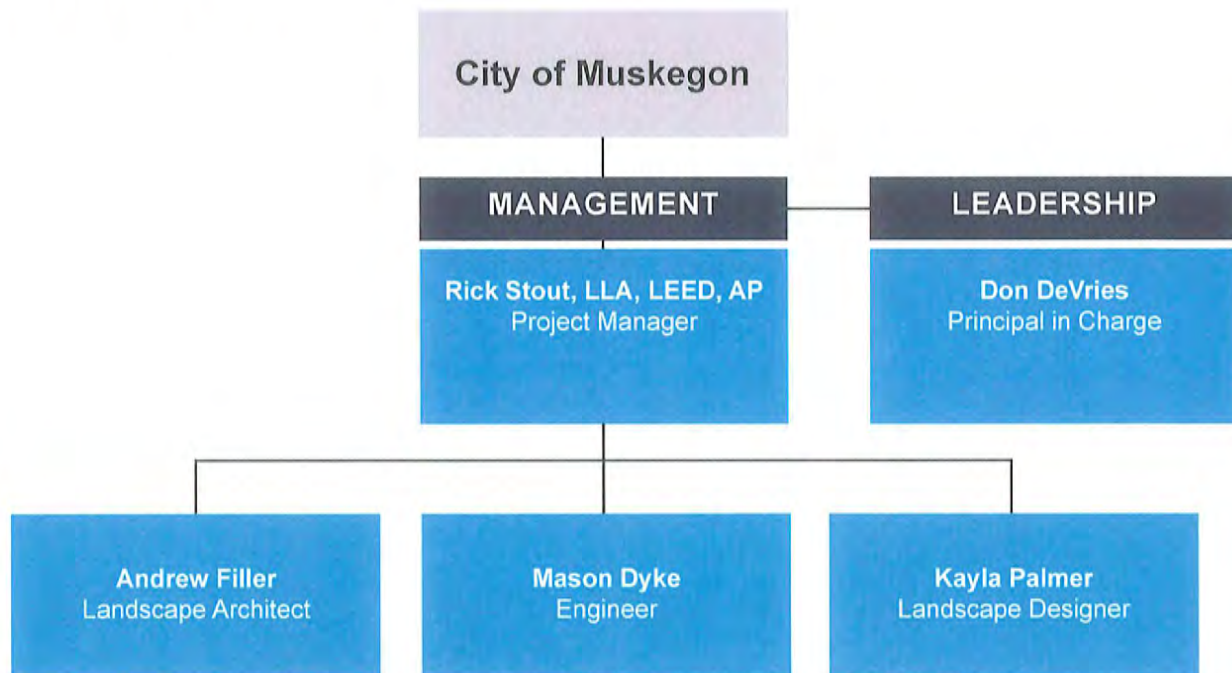


TABLE OF CONTENTS

SECTION 1:	QUALIFICATIONS & EXPERIENCE OF FIRM AND PERSONNEL
SECTION 2:	UNDERSTANDING OF THE PROJECT AND DESIGN COMPONENTS
SECTION 3:	COST PROPOSAL
SECTION 4:	LOCATION

SECTION 1: QUALIFICATIONS & EXPERIENCE OF FIRM AND PERSONNEL

We have assembled a team of experts in the design of splash pads. With a staff of nearly 300 professionals and LEED accredited staff, F&V is able to pull the appropriate resources together based on the specific needs of the project. Our staff is encouraged to openly discuss projects to gain new perspectives and creative ideas. This leads to greater innovation and creativity within the design as well as a consistent and constant quality assurance as projects are not designed in a vacuum. Your project manager for the project will be Rick Stout who will serve as the City's main point of contact.



Resumes are provided on the following pages.





RICK STOUT, LLA, LEED AP BD+C
Landscape Architect

PROFESSIONAL BIO

Rick has been involved in the design, preparation of plans and specifications, and construction of site development projects for 30+ years. He serves as landscape designer, lead landscape architect and project manager for the study, design and construction of streetscapes, parks, trailways, site improvements and residential developments.

Rick has prepared successful grant applications for more than 40 projects involving federal aid. Funding sources include MDOT TEA-21, MEDC CDBG and MDNR MNRTF and LWCF funding programs. Rick also brings the unique insight from serving five terms as city council member in his community as well as two terms on the zoning board of appeals, two past terms on the zoning board and three terms on the park and recreation advisory board.



rstout@fveng.com
616.942.3606



BS Landscape Architecture
Michigan State University



Landscape Architect
Michigan (No. 3901001054)
North Carolina (No. 1561)

FEATURED EXPERIENCE

Alcoa Celebration Square and Splash Park - Muskegon

Landscape architect for design engineering services for the Alcoa Celebration Square was designed and built within a challenging three month period at the clients' request to coincide with Alcoa National corporate leaders visit to Muskegon in late June of 2011. The square offers a [children's fountain splash park](#), geometric integrally colored concrete blocks for people to sit on and decorative integral colored concrete paving, as well as prominently displayed public art that was incorporated into the overall plaza design. The outer perimeter of the square is landscaped with native perennials to reduce water usage as well as the addition of deciduous trees to provide shade for the plaza and reduce the heat island effect.

William Toan Park - Portland

Project manager for the design of relocating existing park facilities such as a new accessible restroom building clustering of a new play area, [addition of a fully accessible splash pad area](#), increases viewing and fishing opportunities along the Grand River and ADA accessible walks. The reorganization will allow for the creation of a social gathering place/music in the park venue and full season use with the potential addition of ice skating in the area of the proposed splash pad.

Hemlock Park Improvements - Big Rapids

Project manager and landscape architect for the preliminary design for pickleball courts, kayak launch, tennis courts, basketball courts and [multi-age splash pad](#), utility connections, reservoir tank design, EGLE permitting and seating area design for parents pending MDNR grant process.

Harvey Street Streetscape and Extension Phase 1 - Hudsonville

Landscape architect for the design engineering and landscape architecture of the City's second project in their 2030 Visioning Plan. Harvey Street was designed with a woonerf concept to create shared space for all modes of transportation. It was also extended to interest the local farmers market as a connector. Other key improvements included [splash pad](#), bike racks, art, permeable paver drives, decorative stamped concrete, tree bosques, seating areas, and interactive areas for people to socialize.

PROFESSIONAL BIO

Don is involved in the study, design, and construction engineering of streets, sanitary sewer, storm sewer and water main, sidewalks and bike path systems. He has nearly 30 years of experience as a project engineer/manager in various civil engineering projects. He has completed many water and sewer feasibility studies, developed water system reliability study and master plans for communities and designed many elevated water towers.

He has assisted in the design, permitting, and construction of various site design and infrastructure systems, as well as construction inspection, compaction testing and surveying.



DON DEVRIES, PE
Project Manager | Principal



ddevries@fveng.com
616.942.3628



BS Civil Engineering
Calvin College



Professional Engineer
Michigan (No. 6201039621)

FEATURED EXPERIENCE

Alcoa Celebration Square and Splash Park - Muskegon

Project manager for design engineering services for the Alcoa Celebration Square was designed and built within a challenging three month period at the clients request to coincide with Alcoa National corporate leaders visit to Muskegon in late June of 2011. The square offers a [children's fountain splash park](#), geometric integrally colored concrete blocks for people to sit on and decorative integral colored concrete paving, as well as prominently displayed public art that was incorporated into the overall plaza design. The outer perimeter of the square is landscaped with native perennials to reduce water usage as well as the addition of deciduous trees to provide shade for the plaza and reduce the heat island effect.

Harvey Street Streetscape and Extension Phase 1 - Hudsonville

Project manager for the design engineering and landscape architecture of the City's second project in their 2030 Visioning Plan. Harvey Street was designed with a woonerf concept to create shared space for all modes of transportation. It was also extended to interest the local farmers market as a connector. Other key improvements included [splash pad](#), bike racks, art, permeable paver drives, decorative stamped concrete, tree bosques, seating areas, and interactive areas for people to socialize.

Hart Commons - Hart

Project engineer, construction administrator and quality control reviewer for the conversion of this one acre lakefront site to a community gathering spot. The city and Hart Main Street have championed this project by bringing together fundraisers, community leaders, and citizens to create an active space where the community will gather and thrive. The accessible park includes a performance area, chess tables, seating shelters, observation deck, capping 12 ground water monitoring wells, concrete retaining walls, decorative concrete paving, decorative arch with sign, amphitheater style seating, public restrooms, wire cable railing, and placing overhead electrical underground to create a site that offers a great view of Hart Lake.

Hughes Park improvements - Hudsonville

Project manager responsible for the design engineering of park improvements which included barrier free and inclusive design. Also assisted with the MDNR grant application and criteria.

PROFESSIONAL BIO

Andrew has almost 10 years of experience in the preparation of designs and construction documents for site enhancement projects. He has served as a landscape designer, associate landscape architect on the design of playgrounds, trail systems, community parks and site improvements. He has also served as lead project manager for construction of commercial and residential development projects.



ANDREW FILLER
Landscape Architect



afiller@fveng.com
616.942.3627



BS Landscape Architecture
Michigan State University

FEATURED EXPERIENCE

Hemlock Park Improvements - Big Rapids

Landscape architect for the preliminary design for pickleball courts, kayak launch, tennis courts, basketball courts and [multi-age splash pad](#), utility connections, reservoir tank design, EGLE permitting and seating area design for parents pending MDNR grant process.

LaCrone Park - Kalamazoo

Project landscape architect providing design engineering for [new splash pad area](#) with site furnishings, lighting, and parking area layout. This project created a nice large splash pad for the community members to enjoy in the area with a nice walking pathway around the splash pad for pedestrians to enjoy as well.

Veterans Park - Kentwood

Project landscape architect providing design engineering for new playground and [splash pad](#), site furnishings, large group shelters, and site lighting. The existing community center was updated with some exterior entry features and paint. The existing park was updated with a new restroom building and concession stand for soccer games, playground and splash pad users as well as rentals for large group shelters for the community to use.

Jackson Park - Wyoming

Project landscape architect providing design engineering for new [splash pad](#) and playground area with surrounding walking trails for community members. This was a brown site project that had contaminated soils and in need of some improvement through a new parking layout, new restroom building, shelters, site furnishings, and site lighting.

Centennial Commons - Royal Oak

Landscape architect responsible for the design and construction engineering for the City of Royal Oak's new Centennial Commons park located in the heart of downtown. The 2.5 acre park will be located on the site of the old City Hall and Police Station, and will incorporate a 10' hill/rock wall, a custom stage, a new terrace and shade structure at the front of the city library, an enhancement of the existing veteran's memorial, and the groundwork for a future water feature and restroom facility. F&V's tasks included assisting in the overall concept, attending numerous design charrettes and public outreach events, the grading and utility plans, and managing the electrical design.



PROFESSIONAL BIO

Mason has three years' experience as a construction management intern. He worked on the remodeling of the Lincoln Development Center and the Kenowa Hills Zinser Elementary School in Grand Rapids.



MASON DYKE, EIT
Project Engineer



mdyke@fveng.com
616.965.8769



BS Civil Engineering
Michigan Technology
University, 2021

FEATURED EXPERIENCE

Hemlock Park Improvements - Big Rapids

Project engineer for the preliminary design for pickleball courts, kayak launch, tennis courts, basketball courts and [multi-age splash pad](#), utility connections, reservoir tank design, EGLE permitting and seating area design for parents pending MDNR grant process.

Getty Park Renovations - Shelby

Project engineer responsive for the design improvements to Getty Park. Improvements included new tennis court, basketball court and pickleball court, upgraded restroom building to meet ADA requirements, conversion of an existing building to a picnic shelter, new playground equipment, concrete walks, site lighting, and additional parking.

Park Improvements - Yankee Springs

Project engineer for the design and construction engineering of park improvements. Improvements included a new soccer field, playground structure, fiber safety surface installation in all play areas, construction of ½ mile of 10 foot wide roller blade/walking paths, relocation of existing ball diamond backstop and new picnic pavilion as part of MNRTF project.

Saginaw Malleable Iron RACER Trust

Project engineer for the passive recreational reuse of the former Saginaw Malleable Iron site. The site was part of the RACER Trust and was acquired by Saginaw County Parks. The project is being funded by two Grants from the DNR. The project includes understand the Restrictive Covenants placed on the property by the RACER Trust, design of trail and recreational use facilities, preparing biddable specifications, and providing oversight of the construction. In addition, preparing materials for presentation to the public is part of the contract as this is a high profile site in the community.

PROFESSIONAL BIO

Kayla has a year of experience in landscape design. Her expertise lies in sustainable built environments and architecture, engineering, transportation infrastructure, GIS technology, and CAD/SketchUp.



KAYLA PALMER
Landscape Designer



kpalmer@fveng.com
616.588.1905



BS Sustainable Built Environments,
University of Arizona

FEATURED EXPERIENCE

Hemlock Park Improvements - Big Rapids

CAD designer for the preliminary design for pickleball courts, kayak launch, tennis courts, basketball courts and [multi-age splash pad](#), utility connections, reservoir tank design, EGLE permitting and seating area design for parents pending MDNR grant process.

Park Improvement Spark Grant - Vermontville

Lead landscape designer for the MDNR funded park improvements including playground, sidewalk, restroom, sanitary, electrical, water service, and storm. Met with clients and coordinated with vendors.

Park Improvements - Saranac

Co-landscape designer for MDNR grant for park improvements to Scheid Park. Helped develop functional gathering spaces within the park that was ADA compliant. The improvements included restrooms, concession building, concrete sidewalk, pathway, steps, utilities, landscaping, and parking.

Cullen Memorial Park Field Improvements - Montague

Landscape designer for park master plan. Helped develop a park master plan that would serve as a basis for pursuing grant funding and aid in forming collaborative partnerships with other area organizations. The master plan then served as a basis for a grant application with the Michigan Department of Natural Resources.

Mill Pond Dredging - Farwell

Landscape designer for park concept and future project that includes a kayak launch, fishing dock, two restroom buildings, boardwalk, paved ADA pathways, parking areas and a pavilion. The project received MDNR grant funding.



ALCOA CELEBRATION SQUARE AND SPLASH PARK
Muskegon, MI

PROJECT INFORMATION

Date Completed: 2011

Construction Cost: \$200,000

Another piece in the public space puzzle for downtown Muskegon was developed with children in mind and is located in front of the U.S. Post Office, on the site of the historic Federal Square. With F&V's assistance, Alcoa Celebration Square was designed and built within a challenging three month period at the client's request to coincide with Alcoa National Corporate Leaders visit to Muskegon in late June of 2011.

The Square offers not only the dancing water of the children's fountain but room to roam, to relax, to socialize, and people watch. The wide public space is framed by huge geometric integrally colored concrete blocks for people to sit on as well as prominently displayed public art that was incorporated into the overall plaza design. The outer perimeter of the square is landscaped with native perennials to reduce water usage as well as the addition of deciduous trees to provide shade for the plaza and reduce the heat island effect.

SPX Corporation and its executives, Christopher Kearney and Patrick O'Leary, donated and moved the James Clover's "Sculpture with Stars" from the company's former Muskegon headquarters. It now dominates the square's southern portion.



WILLIAM TOAN PARK IMPROVEMENTS

Portland, MI

PROJECT INFORMATION

Construction Completed: 2021

Construction Costs: \$700,000

William Toan Park, a riverside park in the City of Portland's historic downtown area, had served City and area residents well for decades, but needed renovating. The Portland Downtown Development Authority (DDA) and City of Portland made plans to revitalize the 1.5-acre parcel and the DDA started a fundraising campaign.

The project included relocation of more modern playground equipment already in the park, replacement of outdated equipment, constructing a new splash pad, shaded seating, a river overlook structure, a community fireplace, sidewalk connectors, landscaping improvements and related work.

F&V assisted the City and DDA in planning, design and construction engineering for the extensive renovation project.

The revitalization project has made Toan Park a great place for anyone of any age and includes a coveted splash pad that came up time and again on park and recreation surveys – the only one within 30 miles east or west of the City.



SPLASH PAD CONCEPT DESIGN

Reed City, MI

PROJECT INFORMATION

Construction Completed: Antic. 2024

Construction Cost: TBD

Reed City was looking to create a downtown park that would allow for multiple and expandable uses throughout the year and to attract multi-generational users with a varied range of physical, mental, and cognitive abilities. A key addition to the park was the development of a splash pad zone.

F&V designed the park and splash pad with the objective of creating a social atmosphere, promoting public art and sculpture, promoting further outdoor activities, and offering opportunities for youth and teenagers to be more involved in the community.

The splash pad offers inclusive and multi-generational water play with its zero-depth and inclusive design and offers a safe play experience for children of all abilities. Sections for younger age groups will promote engagement with softer sprays and sensory interactions, whereas other bay areas use high-energy features to encourage more movement, competition and adventure.



HARVEY STREET EXTENSION AND STREETScape
Hudsonville, MI

PROJECT INFORMATION

Date Completed: 2017

Construction Cost: \$976,045

AWARDS

ACEC-MI 2019 Engineering Merit Award

The City of Hudsonville 2030 Visioning Plan includes four main principles for Hudsonville to be a distinctive, livable, vibrant, and connected city. Harvey Street streetscape and extension project, from Plaza Avenue to School Avenue, is the second project in the 2030 Visioning Plan. F&V provided design and landscape architectural services for the project.

F&V designed Harvey with a woonerf concept - a term from the Netherlands which means "shared" or "living" street that prioritizes the pedestrian experience. It is intended to transform the street from car prioritized space to a shared space for all modes of transport, including cars, bicycles, and pedestrians.

Harvey will also be extended to the east to intersect with the Terra Square Farmers Market, which was the first project implemented in the 2030 visioning plan. It is intended for this shared use connector to offer fun seating areas, splash pad, bike racks, art, permeable paver drives, decorative stamped concrete, tree bisques, and interactive areas for people to socialize and hang out before grabbing a bite to eat or shopping at one of the shops along Harvey Street.



HEMLOCK PARK SPLASH PAD
Big Rapids, MI

PROJECT INFORMATION

Date Completed: Antic. 2024

Construction Cost: TBD

City officials, with fundraising support from a citizens group, wanted to continue enhancing recreational opportunities at Hemlock Park with a multi-age splash pad. The city, with financial support from the community completed a project in 2022 that included refurbishing existing tennis courts and construction of basketball and pickleball courts and a barrier-free kayak launch. The city also received a Michigan Department of Natural Resources Trust Fund (MDNRTF) grant to help construct the new 5,200 sq. ft. hourglass shaped water feature.

F&V is providing design topographic survey, permitting and design engineering services for the improvements project north and south of Mitchell Creek on City and Big Rapids Public School District property.

The splash pad is within 100' of a large parking lot, permanent bathroom structure, and the park's pavilion. The water feature will also provide a refreshing recreational opportunity for all ages in an safe environment.

SECTION 2: UNDERSTANDING OF THE PROJECT AND DESIGN COMPONENTS

Scope of Services

Based on our understanding of the project and the community, we propose the following scope of work to assist you:

A. Splash Pad Conceptual Plan and Cost Estimate

1. We will meet with City staff to review the project requirements, work scope, and schedule. (Meeting #1).
2. We will conduct a work session (Meeting #2), including the various City board members, recreation enthusiasts, community leaders, property owners, and business owners. We will need input to help identify key issues, establish goals, and objectives and start the process of building a consensus for the scope and elements included in the project.
3. Identify and evaluate potential locations for the improvements.
4. Prepare preliminary design concept with uses that are identified through the public input gathered throughout this process. Review with City staff for approval.
5. Prepare preliminary estimate for probable construction cost. We will provide the conceptual plan and pre-design project cost estimate for City review.
6. Provide color renderings of final splash pad design for City review.

B. Topographical Survey

1. Prepare topographical survey in AutoCAD format. The survey will be prepared with 1-foot contour interval and set appropriate benchmark controls.
2. Obtain existing utility information for electric, gas, telephone, and cable TV.

C. Design Engineering

We will utilize input gathered from meetings with City staff to incorporate into the final engineering plans for the project area and continue to refine the preliminary cost estimates. These plans will be presented at a final review session with City staff and shall include:

1. Complete final design and prepare final construction drawings including layout plan, grading plan, details, landscape plan, and specifications in accordance with City review comments.
2. Prepare preliminary specifications, list of bid items, and final quantities.
3. Prepare updated estimate of probable construction cost and bid quantities.
4. Meet with the City Staff to review final plans and specifications.
5. Submit plans and specifications for department reviews
6. Provide copy of plans and specifications to City for final approval.

D. Bidding

1. We will prepare a sample advertisement and the City can submit to local newspapers. All advertising fees to be paid by the City.
2. Submit advertisement to Grand Rapids and Lansing Builders Exchange.
3. Prepare and distribute addenda to plan holders of record, if necessary.
4. Distribute bidding documents to trade organizations, suppliers and potential bidders, when requested. Maintain a record of plan holders.
5. Attend bid opening, prepare tabulation, and forward to the City for review prior to F&V making recommendations for award of bid.
6. Upon award, prepare contract documents and submit to City for final approval.

E. Construction Engineering and Observation

Construction phase services are not included in our scope of fee at this time. If requested by the City, we can provide a written scope of services and fee for this task.

SECTION 3: COST PROPOSAL

Based on our understanding/approach and work scope for this project, the following breakdown of hours and total fee are provided. Our services will be provided on a lump sum basis as outlined below.

TASK	DESCRIPTION	PROFESSIONAL FEE
A	Splash Pad Conceptual Plan & Cost Estimate	\$4,700
B	Topographical Survey	\$2,100
C	Design Engineering	\$25,340
D	Bidding	\$1,500
E	Construction Engineering and Observation	To be determined
TOTAL PROPOSED FEE		\$33,640

Role	Project Manager	LA/Project Eng	Landscape Designer	Survey	Admin Asst.	QA/QC	Expenses
Staff Member	Rick	Andrew and Mason	Kayla	TBD	TBD	Don	
Hourly Billing Rate	\$160	\$110	\$100	\$150	\$75	\$210	
Splash Pad Conceptual Plan & Cost Estimate	8	16	10		4	1	\$50
Topographical Survey	1			13			\$90
Design Engineering	20	80	100		30	1	\$100
Bidding	1	6	6		10		\$100
Construction Engineering and Observation	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Total Hours	30	102	116	13	44	2	

FEE SUMMARY	PROJECT MANAGER	PROJECT ENG/RPR	CAD TECH	SURVEY	ADMIN ASST.	QA/QC
Labor Services	\$4,800	\$11,220	\$11,600	\$1,950	\$3,300	\$420
Total Labor Services	\$33,290					
Expenses plus 10%	\$350					
Total Fee	\$33,640					

TENTATIVE SCHEDULE

MILESTONE / TASKS	COMPLETION DATE
1. Issue RFP	August 31, 2023
2. Proposal Due Date	Sept. 26, 2023
3. City Commission Consideration of Bids	October 2023
4. Notice to Proceed	October 2023
5. Tasks A & B - Conceptual Plan & Topographical Survey	December 2023
6. Task C - Final Design	January 2024
7. Task D - Bidding	February 2024
8. Construction Completion (Including Start Up)	May 22, 2024

SECTION 4: LOCATION OF FIRM



CORPORATE OFFICE:

Grand Rapids

2960 Lucerne Drive SE
Grand Rapids, MI 49546

P: 616.977.1000

F: 616.977.1005

www.fveng.com

SERVING YOU:

Muskegon Office

316 Morris Avenue, Ste 230

Muskegon, MI 49440

P: 231.726.1000

F: 231.726.2200

Our Muskegon office is
located right in town. We are
happy to serve you from this
location!

MICHIGAN OFFICES:

Farmington Hills Office

27725 Stansbury Boulevard,
Ste 195

Farmington Hills, MI 48334

P: 248.536.0080

F: 248.536.0079

Grand Blanc Office

9475 Holly Road, Ste 201

Grand Blanc, MI 48439

P: 810.743.9120

F: 810.743.1797

Midland Office

2125 Ridgewood Drive, Ste
101

Midland, MI 48642

P: 989.837.3280

F: 989.837.3290

Muskegon Office

316 Morris Avenue, Ste 230

Muskegon, MI 49440

P: 231.726.1000

F: 231.726.2200

Kalamazoo Office

4798 Campus Drive

Kalamazoo, MI 49008

P: 269.385.0011

F: 269.382.6972

Traverse City Office

603 Bay Street, First Floor

Traverse City, MI 49684

P: 231.932.8600

F: 231.932.8700

INDIANA OFFICES:

Indianapolis Office

5750 Castle Creek Pkwy

North Dr

Indianapolis, IN 46250

P: 317.843.0022

F: 317.843.0405

Fort Wayne Office

5331 South Bend Drive

Fort Wayne, IN 46804

P: 260.435.1414

F: 260.435.1384





WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 24, 2023	Title: GameTime Playground Grant
Submitted By: Kyle Karczewski	Department: Parks & Recreation
Brief Summary: 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.	
Detailed Summary & Background: Staff applied for and was selected for a GameTime matching funds grant. The grant provides 100% matching funds for the equipment portion of the purchase (essentially 50% off). Four parks were proposed in the grant application: St. Joseph, Margaret Drake Elliot, Sheldon & McCrea. These parks have playgrounds past their lifespan (one of which was already removed), and preliminary survey results show the community supports new playground investments at these parks. Staff engaged the community for help with the exact playgrounds and color selections with an online survey and open house. The estimated installation for St. Joseph's & Margaret Drake Elliot will be spring 2024. Sheldon & McCrea installation dates are TBD due to Master Planning efforts and working the playgrounds into new park improvements. Funds are proposed from the Parks budgeted Capital Improvement funds via the convention center naming rights and parking fees. Install fees: Due to the timeline, the only playground with removal & install fees is St. Joseph's. This playground was selected in early 2023 through the Neighborhood for a separate grant so there was already information for this project. We will have to bid those services out, they typically run between 50k (EWF)-90k (rubber) per park depending on the surfacing selected.	
Goal/Focus Area/Action Item Addressed: Enhanced Parks & Recreation Department Services	
Amount Requested: \$446,531.89	Budgeted Item: Yes ☒ No ☐ N/A ☐
Fund(s) or Account(s): General: \$311,531.89 Public Improvement: \$135,000	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: I move approval 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	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☒ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☐



GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

10/16/2023
 Quote #
 105189-01-02

2023 Grant Playgrounds - Margaret Drake Elliot Park

City of Muskegon
 Attn: Kyle Karczewski
 PO BOX 536
 MUSKEGON, MI 49443-0536
 Kyle.karczewski@shorelinecity.com

Ship to Zip 49442

Quantity	Part #	Description	Unit Price	Amount
		Margaret Drake Elliot		
1	RDU	GameTime - Grant Eligible Fall Creek Components	\$141,322.00	\$141,322.00
		(2) 16701 -- Ada 49"Tri Punch Steel Dk		
		(6) 39012 -- Tot'S Leaf		
		(4) 80001 -- 49"Tri Punched Steel Deck		
		(2) 80082 -- Slide Transfer		
		(6) 80198 -- Conifer Post Topper		
		(1) 80612 -- Deck Curb		
		(2) 80687 -- Handhold/Kick Plate Pkg		
		(1) 80691 -- 90 Deg Caterpillar Attach		
		(1) 81488 -- Shoriz Loop Lad Link 98		
		(1) 81666 -- Fun Seat		
		(1) 81669 -- Hand Cyclor		
		(1) 81670 -- Crunch Bar		
		(1) 81681 -- Turning Bar		
		(1) 81699 -- Bongos		
		(2) 90005 -- Two Piece Hex Deck, Ada Ramp Access		
		(1) 90058 -- 6' Cosmix Climber		
		(2) 90174 -- Flower Talk Tube Gr Lvl Attach (2-5)		
		(2) 90207 -- Overhead Ladder Access Package		
		(2) 90264 -- 6' Upright, Alum		
		(1) 90265 -- 7' Upright, Alum		
		(3) 90268 -- 10' Upright, Alum		
		(2) 90269 -- 11' Upright, Alum		
		(2) 90270 -- 12' Upright, Alum		
		(2) 90272 -- 14' Upright, Alum		
		(5) 90273 -- 15' Upright, Alum		
		(1) 90288 -- 2' Straight Tube Slide, 30" Dia		
		(1) 90296 -- 4'-6"/5' Wavy Tree Climber		
		(1) 90317 -- Toad Stool Climber		
		(1) 90429 -- Ada Crow'S Nest Molded Steer Wheel		





GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

10/16/2023
 Quote #
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2023 Grant Playgrounds - Margaret Drake Elliot Park

Quantity	Part #	Description	Unit Price	Amount
		(1) 90505 -- 5' Single Zip Slide		
		(1) 90507 -- 2'-6"/3' Rumble & Roll Zip Slide		
		(1) 90525 -- Half Panel W/Thunderring		
		(1) 90545 -- 4' Wave Climber		
		(1) 90546 -- Climber Archway W/D-Ring & Barrier		
		(1) 90673 -- Ramp (Guardrail)		
		(1) 90674 -- Std Access Ramp Link 3 Dk Gr		
		(1) 90715 -- Twist Ball Run-Gadget Pnl Above Dk		
		(1) 90840 -- Xcelerator		
		(1) 91097 -- 4'/5' Double Bubble Climber		
		(1) 91146 -- Entryway - Guardrail		
		(1) 91149 -- Enclosure - Timbers (Above Deck)		
		(2) 91150 -- Entryway - Timbers		
		(2) 91151 -- Climber Entryway - Timbers		
		(1) 91182 -- 5' 0" Plank Climber - Timbers		
		(1) 91200 -- 1' 0" Transfer System - Timbers		
		(1) 91209 -- Climber Entryway - Barrier		
		(2) 91219 -- Slant Hex Roof - Timbers		
		(1) 91333 -- Climber Offset Entryway (Timbers)		
		(1) 91378 -- PS S Wave Up & On LNK (4'-4'6)		
		(2) 91457 -- Sensory Wave Entryway		
		(1) 91563 -- Flower Spinner Half Panel		
		(4) G90262 -- 4' Upright, Galv		
		(1) G90268 -- 10' Upright, Galv		
		(5) G90269 -- 11' Upright, Galv		
		(1) G90270 -- 12' Upright, Galv		
		(2) G90272 -- 14' Upright, Galv		
1	RDU	GameTime - Non Grant Eligible Components	\$3,641.00	\$3,641.00
		(1) 564 -- Curved Balance Beam		
		(1) 3274 -- Sensory Wave Seat		
1	RDU	GameTime - Swings with Seats	\$7,374.00	\$7,374.00
		(1) 26119 -- Ada Xscape Swing		
		(2) 26120 -- Ada Xscape Swing Add-A-Bay		
		(4) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		



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10/16/2023
Quote #
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2023 Grant Playgrounds - Margaret Drake Elliot Park

Quantity	Part #	Description	Unit Price	Amount
		(1) SS8696 -- Encl Tot Seat 3 1/2"/8' High W/Clevis		
		(1) SS8558 -- 3 1/2" Zero-G Chair (5-12)-Stainless		
Contract: OMNIA #2017001134			Sub Total	\$152,337.00
			Grant	(\$71,768.61)
			Freight	\$2,600.00
			Total	\$83,168.39

Comments

SUPPLY ONLY

Matching Grant Funds are available until October 27th, 2023 at 12PM EST or until Grant funds are no longer available. Approved grant application is required. In order to receive full grant funding, a check of \$83,168.39 must be received at the time of order.

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Shipment: Order shall ship within 10-14 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

NOTE: To qualify for the GameTime Grant, you must complete the application form for pre-approval. Upon approval, a Partial Matching Grant (reflected in the pricing shown above) is good toward the purchase of a new Powerscape, PrimeTime, XScope or Ionix Structure only. The order MUST be received no later than October 27th, with full payment to allow for processing, and your order will ship within 8-12 weeks from date of order placement. The Grant does not apply toward Freight, Freestanding Items, Surfacing or Installation. To qualify for the matching grant amount shown above, a check for the full amount MUST accompany your order.

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal permits or paperwork that may be required.

OMNIA[®]
P A R T N E R S



GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

10/16/2023
Quote #
105189-01-02

2023 Grant Playgrounds - Margaret Drake Elliot Park

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Facsimile: _____

Email: _____

P.O. No: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Date: _____

Phone: _____

Purchase Amount: \$83,168.39

REQUIRED ORDER INFORMATION:

Bill To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

(For Accounts Payable)

Email: _____

Ship To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

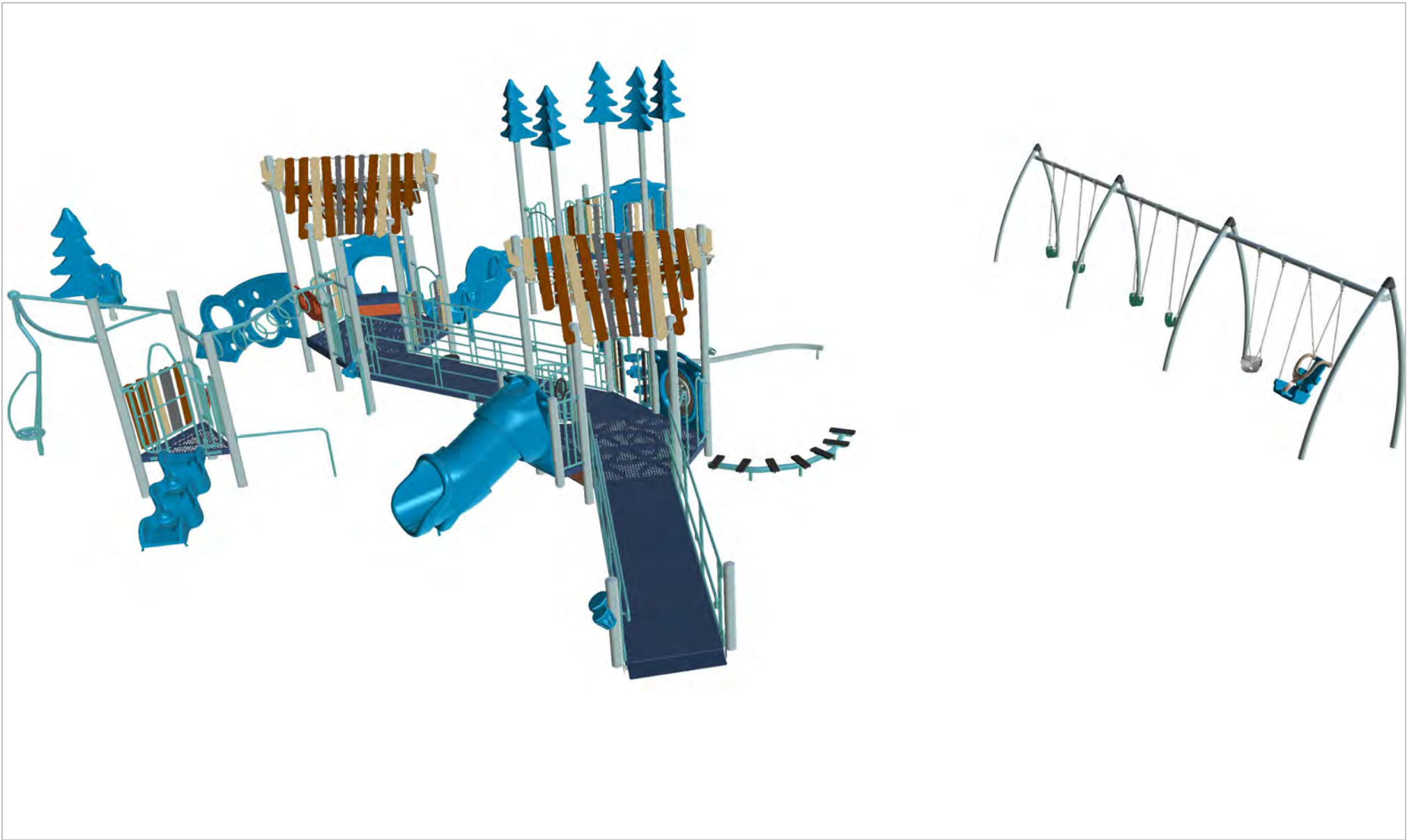
(To call before delivery)

Email: _____

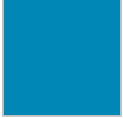
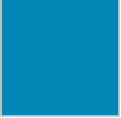
COLOR SELECTIONS: _____

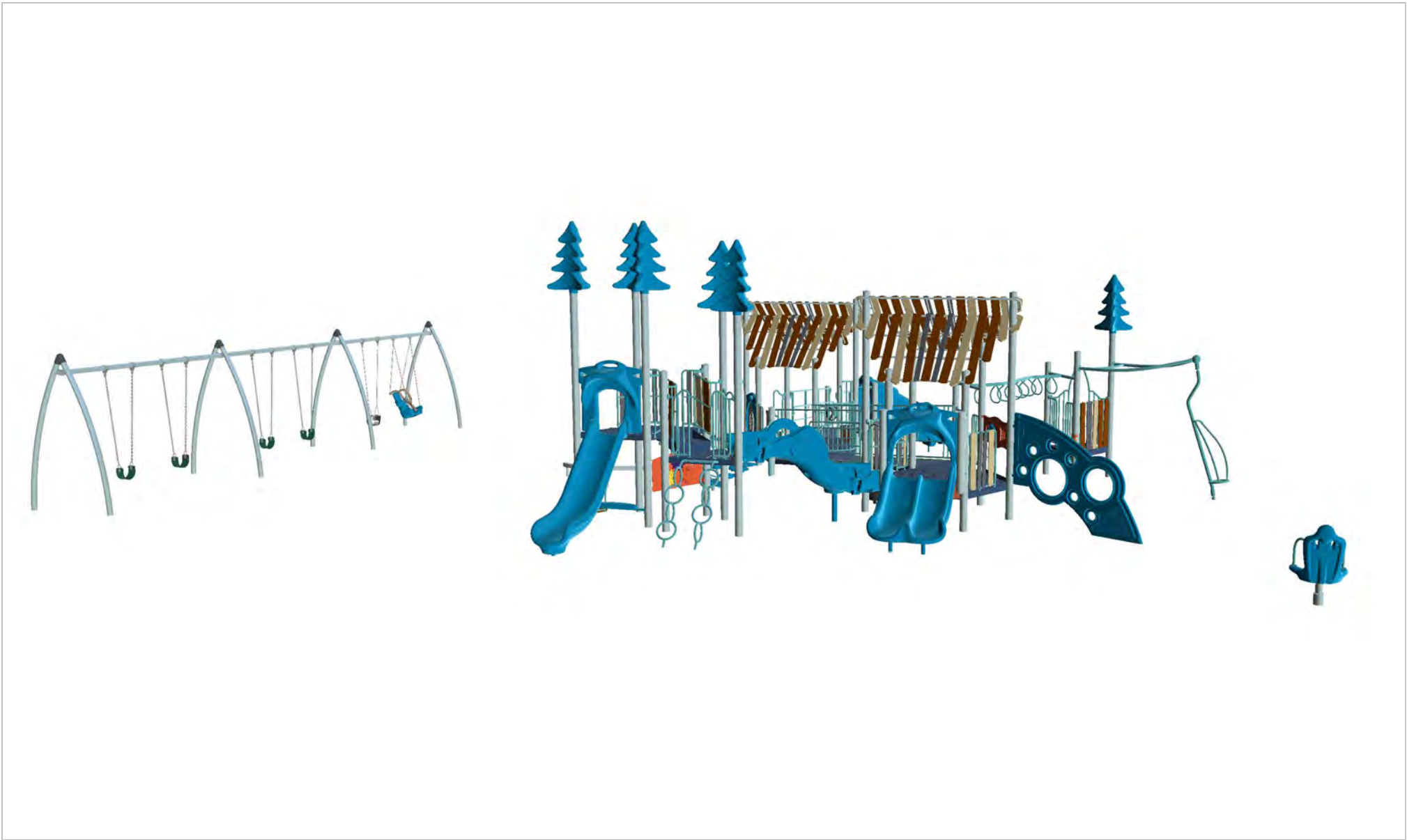
SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

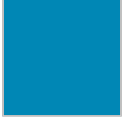
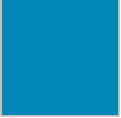


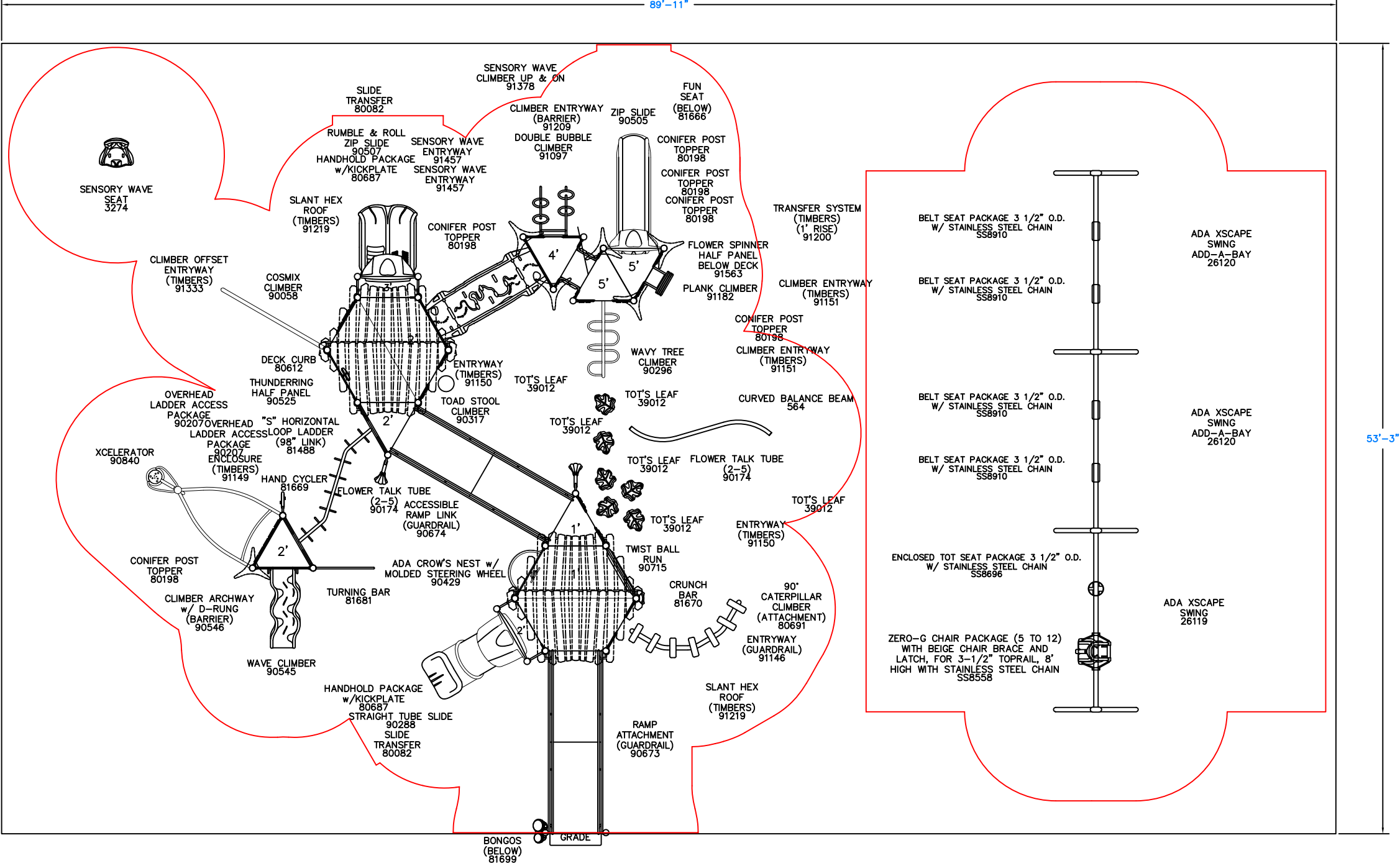
Palette: Riptide

	2-Color HDPE Orange/White		Accent Azure (YX)		Accent 2 Orange (OR)		Arch Azure (YX)
	Basic Sea Mist (ZK)		Deck Blue (BL)		HDPE Orange (OR)		Roof Sky Blue (SB)
	Rotoplastic Sky Blue (SB)		Tube Sky Blue (SB)				



Palette: Riptide

	2-Color HDPE Orange/White		Accent Azure (YX)		Accent 2 Orange (OR)		Arch Azure (YX)
	Basic Sea Mist (ZK)		Deck Blue (BL)		HDPE Orange (OR)		Roof Sky Blue (SB)
	Rotoplastic Sky Blue (SB)		Tube Sky Blue (SB)				



Total Elevated Play Components	17		
Total Elevated Play Components Accessible By Ramp	11	Required	0
Total Elevated Components Accessible By Transfer	15	Required	9
Total Accessible Ground Level Components Shown	16	Required	6
Total Different Types Of Ground Level Components	7	Required	3

This play equipment is recommended for children ages
5 - 12

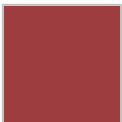
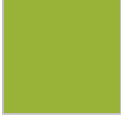
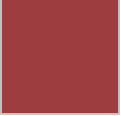
Minimum Area Required:
59' 11" x 53' 3"
Scale: Bar
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
ALW
Date:
10/13/2023
Drawing Name:
Muskegon - Margaret Drake Elliot

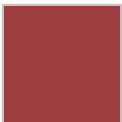
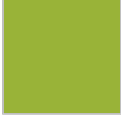
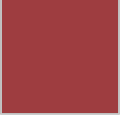


Palette: Watermelon

 2-Color HDPE Spring Green/White	 Accent Chartreuse (YQ)	 Accent 2 Red (78)	 Arch Chartreuse (YQ)
 Basic White (8)	 Basic 2 White (8)	 Deck Blue (BL)	 HDPE Green (5)
 HDPE 2 Spring Green (SG)	 Roof Red (78)	 Roof 2 Red (78)	 Rotoplastic Red (78)
 Skywheel Chartreuse (YQ)	 Tube Red (78)		

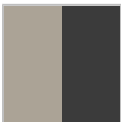
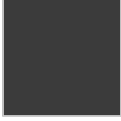
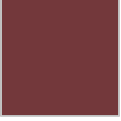
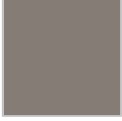
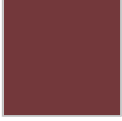
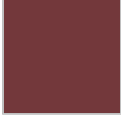


Palette: Watermelon

	2-Color HDPE Spring Green/White		Accent Chartreuse (YQ)		Accent 2 Red (78)		Arch Chartreuse (YQ)
	Basic White (8)		Basic 2 White (8)		Deck Blue (BL)		HDPE Green (5)
	HDPE 2 Spring Green (SG)		Roof Red (78)		Roof 2 Red (78)		Rotoplastic Red (78)
	Skywheel Chartreuse (YQ)		Tube Red (78)				

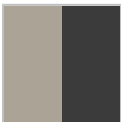
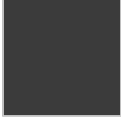
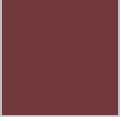
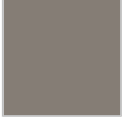
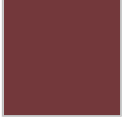
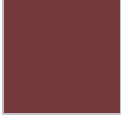


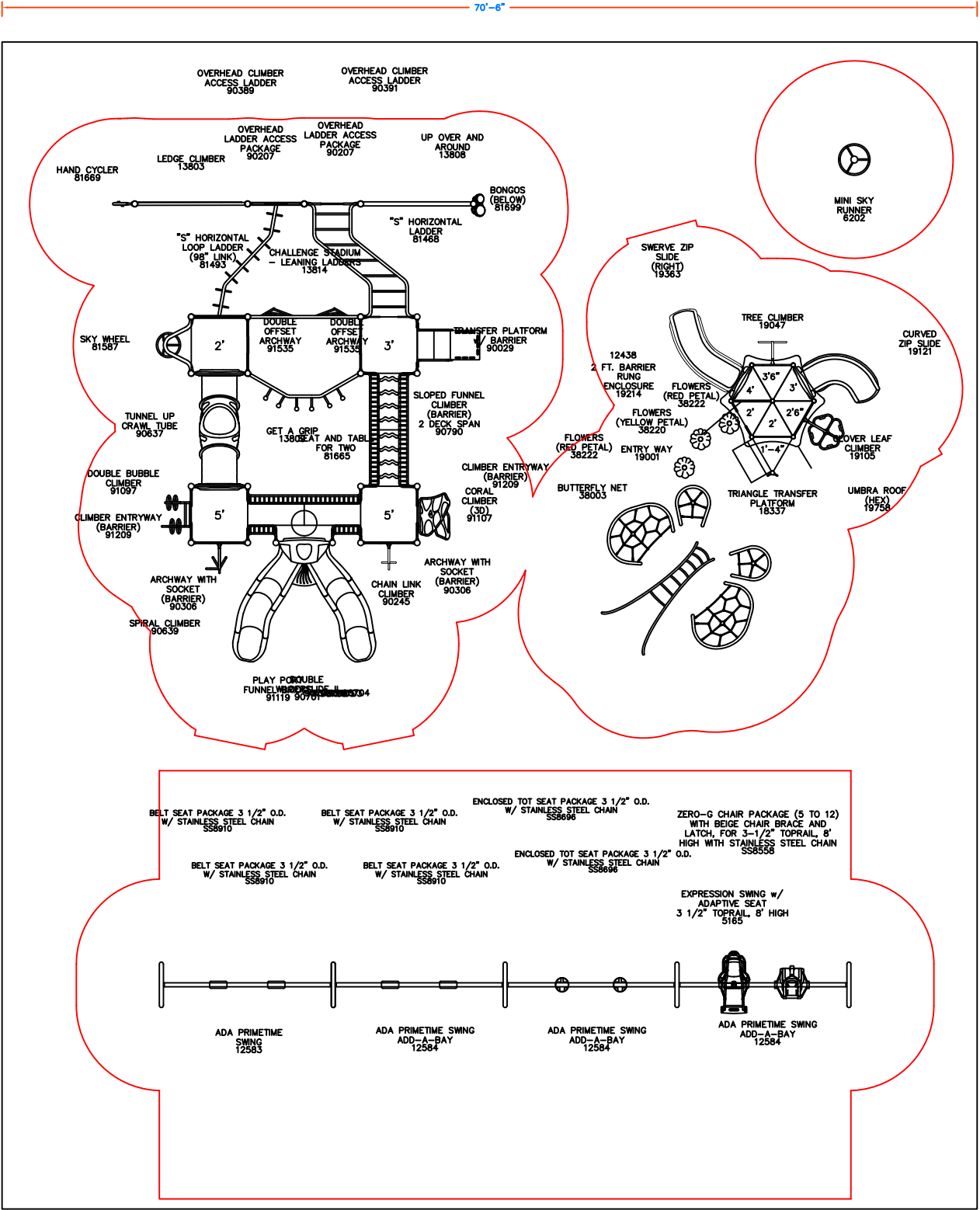
Palette: Popsicle

	2-Color HDPE Gray/Black		Accent Azure (YX)		Accent 2 Bronze (BZ)		Arch Azure (YX)
	Basic Vanilla (YJ)		Basic 2 Bronze (BZ)		Deck Chocolate (4)		HDPE Dolphin Gray (DY)
	HDPE 2 Black (1)		Roof Burgundy (BY)		Roof 2 Champagne (BJ)		Rotoplastic Burgundy (BY)
	Skywheel Burgundy (BY)		Tube Burgundy (BY)				



Palette: Popsicle

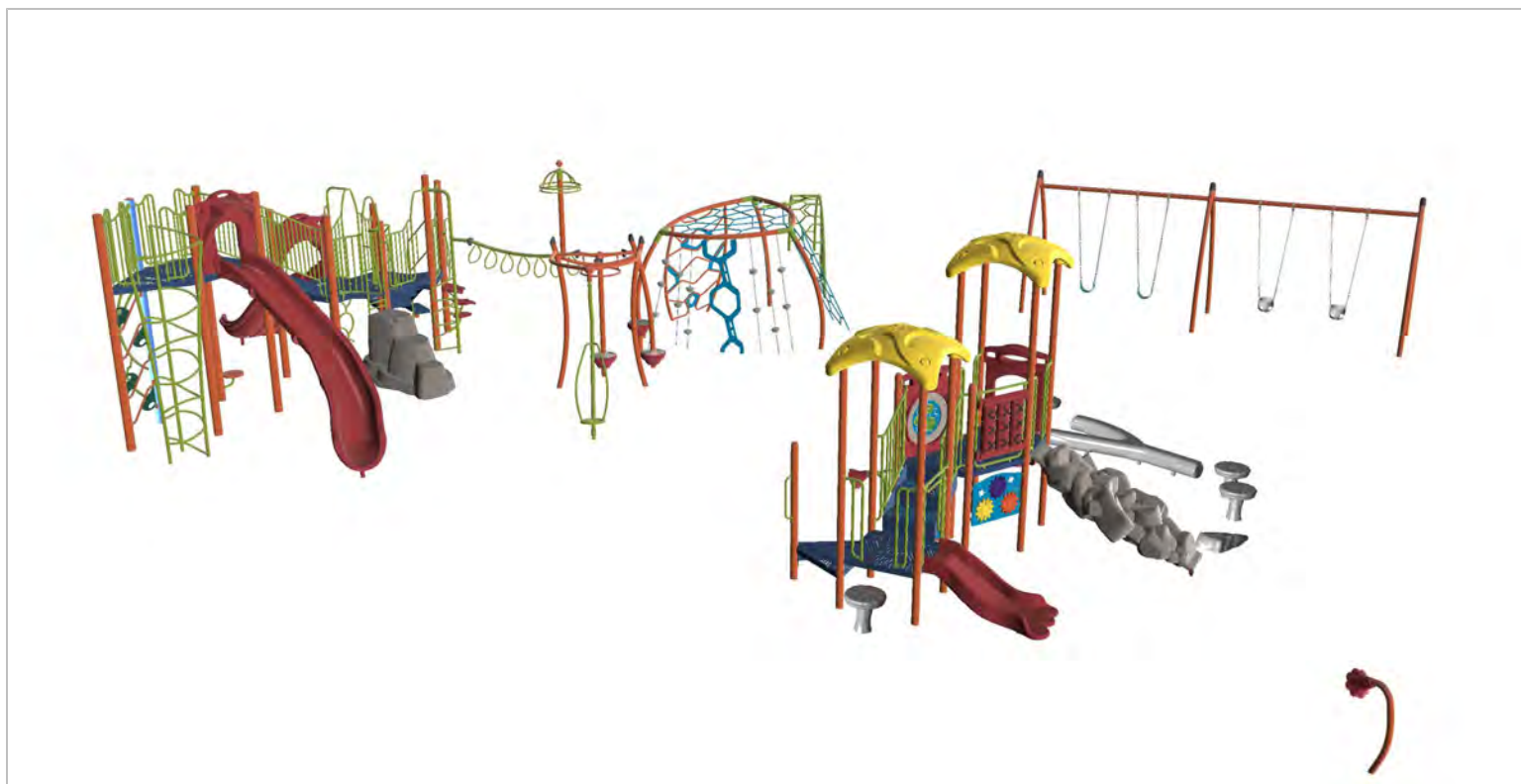
	2-Color HDPE Gray/Black		Accent Azure (YX)		Accent 2 Bronze (BZ)		Arch Azure (YX)
	Basic Vanilla (YJ)		Basic 2 Bronze (BZ)		Deck Chocolate (4)		HDPE Dolphin Gray (DY)
	HDPE 2 Black (1)		Roof Burgundy (BY)		Roof 2 Champagne (BJ)		Rotoplastic Burgundy (BY)
	Skywheel Burgundy (BY)		Tube Burgundy (BY)				





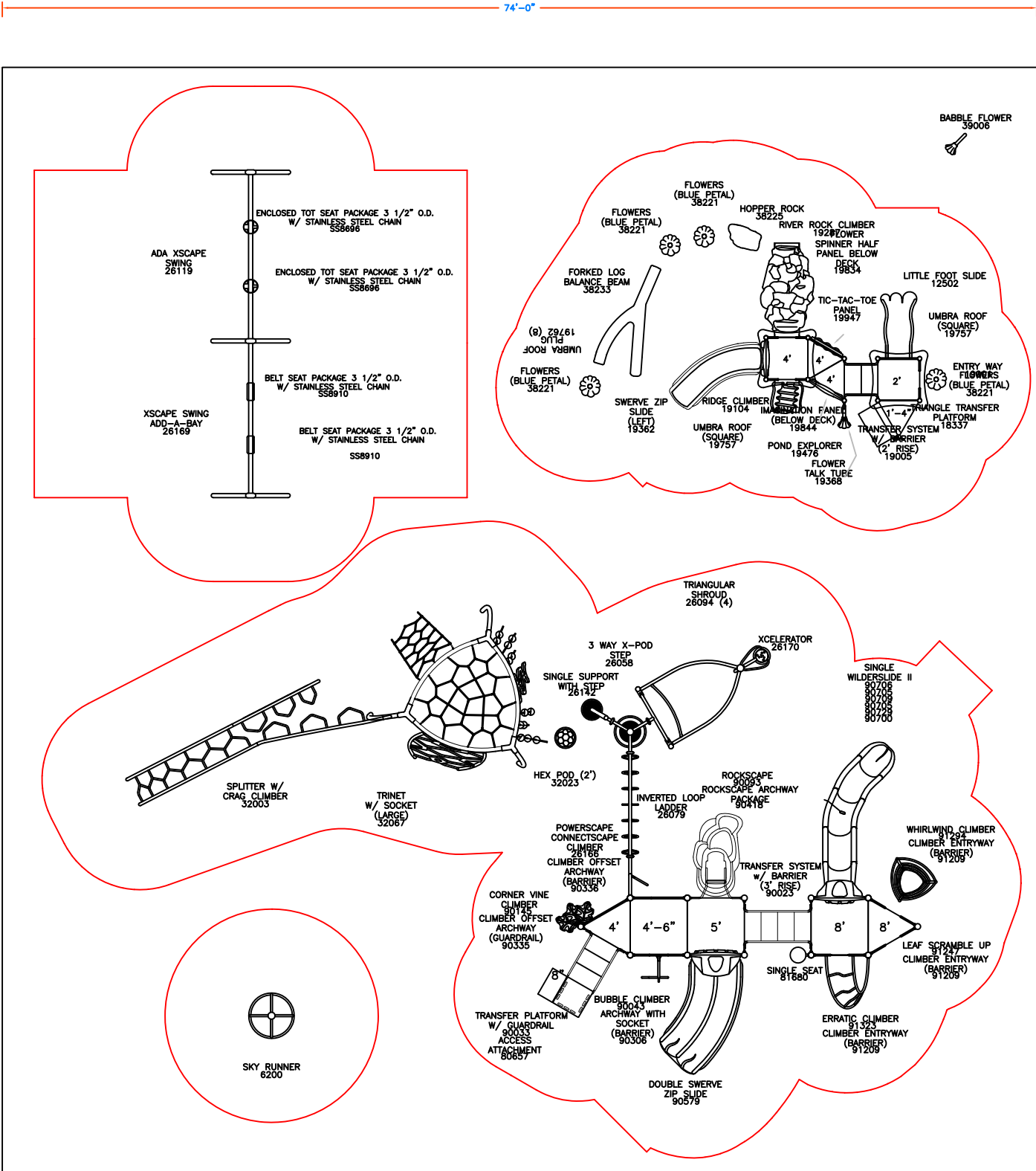
Palette: Macaw

	2-Color HDPE Sky Blue/White		Accent Chartreuse (YQ)		Arch Chartreuse (YQ)		Basic Orange (OR)
	Deck Blue (BL)		HDPE Sky Blue (SB)		Netting Sky Blue (SB)		Rock Plastic Deep Granite (DG)
	Roof Yellow (92)		Roof 2 Yellow (92)		Rotoplastic Red (78)		Tube Red (78)
	Universal Plastic Deep Granite (DG)						



Palette: Macaw

	2-Color HDPE Sky Blue/White (S1)		Accent Chartreuse (YQ)		Arch Chartreuse (YQ)		Basic Orange (OR)		Deck Blue (BL)
	HDPE Sky Blue (SB)		Netting Sky Blue (SB)		Rock Plastic Deep Granite (DG)		Roof Yellow (92)		Roof 2 Yellow (92)
	Rotoplastic Red (78)		Tube Red (78)		Universal Plastic Deep Granite (DG)				



Total Elevated Play Components	Varies
Total Elevated Play Components Accessible By Ramp	Required
Total Elevated Components Accessible By Transfer	Required
Total Accessible Ground Level Components Shown	Required
Total Different Types Of Ground Level Components	Required



GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

10/13/2023
 Quote #
 105189-01-01

2023 Grant Playgrounds - Margaret Drake Elliot, Sheldon, McCrae Grant Check with Order

City of Muskegon
 Attn: Kyle Karczewski
 PO BOX 536
 MUSKEGON, MI 49443-0536
 Kyle.karczewski@shorelinecity.com

Ship to Zip 49442

Quantity	Part #	Description	Unit Price	Amount
		Margaret Drake Elliot		
1	RDU	GameTime - Grant Eligible Fall Creek Components	\$141,322.00	\$141,322.00
		(2) 16701 -- Ada 49"Tri Punch Steel Dk		
		(6) 39012 -- Tot'S Leaf		
		(4) 80001 -- 49"Tri Punched Steel Deck		
		(2) 80082 -- Slide Transfer		
		(6) 80198 -- Conifer Post Topper		
		(1) 80612 -- Deck Curb		
		(2) 80687 -- Handhold/Kick Plate Pkg		
		(1) 80691 -- 90 Deg Caterpillar Attach		
		(1) 81488 -- Shoriz Loop Lad Link 98		
		(1) 81666 -- Fun Seat		
		(1) 81669 -- Hand Cyclor		
		(1) 81670 -- Crunch Bar		
		(1) 81681 -- Turning Bar		
		(1) 81699 -- Bongos		
		(2) 90005 -- Two Piece Hex Deck, Ada Ramp Access		
		(1) 90058 -- 6' Cosmix Climber		
		(2) 90174 -- Flower Talk Tube Gr Lvl Attach (2-5)		
		(2) 90207 -- Overhead Ladder Access Package		
		(2) 90264 -- 6' Upright, Alum		
		(1) 90265 -- 7' Upright, Alum		
		(3) 90268 -- 10' Upright, Alum		
		(2) 90269 -- 11' Upright, Alum		
		(2) 90270 -- 12' Upright, Alum		
		(2) 90272 -- 14' Upright, Alum		
		(5) 90273 -- 15' Upright, Alum		
		(1) 90288 -- 2' Straight Tube Slide, 30" Dia		
		(1) 90296 -- 4'-6"/5' Wavy Tree Climber		





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Quantity	Part #	Description	Unit Price	Amount
		(1) 90317 -- Toad Stool Climber		
		(1) 90429 -- Ada Crow'S Nest Molded Steer Wheel		
		(1) 90505 -- 5' Single Zip Slide		
		(1) 90507 -- 2'-6"/3' Rumble & Roll Zip Slide		
		(1) 90525 -- Half Panel W/Thunderring		
		(1) 90545 -- 4' Wave Climber		
		(1) 90546 -- Climber Archway W/D-Ring & Barrier		
		(1) 90673 -- Ramp (Guardrail)		
		(1) 90674 -- Std Access Ramp Link 3 Dk Gr		
		(1) 90715 -- Twist Ball Run-Gadget Pnl Above Dk		
		(1) 90840 -- Xcelerator		
		(1) 91097 -- 4'/5' Double Bubble Climber		
		(1) 91146 -- Entryway - Guardrail		
		(1) 91149 -- Enclosure - Timbers (Above Deck)		
		(2) 91150 -- Entryway - Timbers		
		(2) 91151 -- Climber Entryway - Timbers		
		(1) 91182 -- 5' 0" Plank Climber - Timbers		
		(1) 91200 -- 1' 0" Transfer System - Timbers		
		(1) 91209 -- Climber Entryway - Barrier		
		(2) 91219 -- Slant Hex Roof - Timbers		
		(1) 91333 -- Climber Offset Entryway (Timbers)		
		(1) 91378 -- PS S Wave Up & On LNK (4'-4'6)		
		(2) 91457 -- Sensory Wave Entryway		
		(1) 91563 -- Flower Spinner Half Panel		
		(4) G90262 -- 4' Upright, Galv		
		(1) G90268 -- 10' Upright, Galv		
		(5) G90269 -- 11' Upright, Galv		
		(1) G90270 -- 12' Upright, Galv		
		(2) G90272 -- 14' Upright, Galv		
1	RDU	GameTime - Non Grant Eligible Components	\$3,641.00	\$3,641.00
		(1) 564 -- Curved Balance Beam		
		(1) 3274 -- Sensory Wave Seat		
1	RDU	GameTime - Swings with Seats	\$7,374.00	\$7,374.00



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Quantity	Part #	Description	Unit Price	Amount
		(1) 26119 -- Ada Xscape Swing		
		(2) 26120 -- Ada Xscape Swing Add-A-Bay		
		(4) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
		(1) SS8696 -- Encl Tot Seat 3 1/2"/8' High W/Clevis		
		(1) SS8558 -- 3 1/2" Zero-G Chair (5-12)-Stainless		
		Sheldon		
1	RDU	GameTime - Swings with Seats	\$12,516.00	\$12,516.00
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(4) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
		(4) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
		(2) SS8696 -- Encl Tot Seat 3 1/2"/8' High W/Clevis		
		(1) 5165 -- Expression Swing w Adaptive Seat 3 1/2		
		(1) SS8558 -- 3 1/2" Zero-G Chair (5-12)-Stainless		
1	6202	GameTime - Mini Sky Runner (F/S)	\$2,237.00	\$2,237.00
1	RDU	GameTime - Grant Eligible Metamorphosis Components	\$22,140.00	\$22,140.00
		(1) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'		
		(1) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(6) 12069 -- 3 1/2"Uprt Ass'Y Alum 14'		
		(1) 12438 -- 24" Barrier		
		(6) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18337 -- 36" Tri Transfer Platform		
		(1) 19001 -- Entry Way		
		(1) 19047 -- Tree (3; & 3'6")		
		(1) 19105 -- Clover Leaf (2' & 2'-6")		
		(1) 19121 -- Curved Zip Slide		
		(1) 19214 -- Rung Enclosure		
		(1) 19363 -- 3'-6"/4'-0" Zip Swerve Slide Right		
		(1) 19758 -- Umbra Hex roof		
		(6) 19762 -- Umbra Roof Plug		
1	RDU	GameTime - Non Grant Eligible Metamorphosis Components	\$22,689.00	\$22,689.00
		(1) 38003 -- Butterfly Net		
		(1) 38220 -- Flower Yellow Petals		
		(2) 38222 -- Flower Red Petals		



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Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Bowman Unit	\$91,317.00	\$91,317.00
		(1) 13803 -- Ledge Climber		
		(1) 13808 -- Up Over and Around		
		(1) 13809 -- Get A Grip		
		(1) 13814 -- Leaning Ladders		
		(4) 80000 -- 49" Sq Punched Steel Deck		
		(1) 81468 -- Shoriz Ladder Link		
		(1) 81493 -- Rev 'S' Loop Ladder Link 98"		
		(1) 81587 -- Skywheel Attachment		
		(1) 81665 -- Seat And Table For Two		
		(1) 81669 -- Hand Cycler		
		(1) 81699 -- Bongos		
		(1) 90029 -- 3' Transfer Platform W/Barrier		
		(2) 90207 -- Overhead Ladder Access Package		
		(1) 90245 -- 5' & 5'-6" Chain Link Climber		
		(1) 90267 -- 9' Upright, Alum		
		(4) 90268 -- 10' Upright, Alum		
		(15) 90269 -- 11' Upright, Alum		
		(2) 90306 -- Climber Archway W/Socket & Barrier		
		(1) 90389 -- 2'-0" Overhead Climber Access Ladder		
		(1) 90391 -- 3'-0" Overhead Climber Access Ladder		
		(1) 90637 -- Tunnel Up		
		(1) 90639 -- Spiral Climber (5'-0" & 5'-6")		
		(1) 90701 -- Double Entrance Wilderslide li		
		(2) 90703 -- Straight Section Wilderslide li		
		(1) 90704 -- Left Curve Section Wilderslide li		
		(1) 90705 -- Right Curve Section Wilderslide li		
		(2) 90706 -- Exit Section Wilderslide li		
		(1) 90790 -- Sloped Funnel Climber Barrier (Dbl)		
		(1) 91097 -- 4'/5' Double Bubble Climber		
		(1) 91107 -- Coral Climber (3D) 5'-0"		
		(1) 91119 -- Play Port Bridge		
		(2) 91209 -- Climber Entryway - Barrier		



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2023 Grant Playgrounds - Margaret Drake Elliot, Sheldon, McCrae - Grant Check with Order

Quantity	Part #	Description	Unit Price	Amount
		(2) 91535 -- Double Offset Archway		
		(2) G90268 -- 10' Upright, Galv		
		(1) G90269 -- 11' Upright, Galv		
		McCrae		
1	RDU	GameTime - Grant Eligible Forget Me Not Components	\$31,069.00	\$31,069.00
		(1) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'		
		(2) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(4) 12027 -- 3 1/2" Uprt Ass'Y Alum 12'		
		(4) 12069 -- 3 1/2" Uprt Ass'Y Alum 14'		
		(1) 12502 -- Lil Foot Slide Attachment		
		(2) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(2) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18337 -- 36" Tri Transfer Platform		
		(1) 19001 -- Entry Way		
		(1) 19005 -- Transfer System W/Barrier (2' Rise)		
		(1) 19104 -- Ridge Climber		
		(1) 19287 -- River Rock Climber		
		(1) 19362 -- 3'-6"/4'-0" Zip Swerve Slide Left		
		(1) 19368 -- Flower Talk Tube		
		(1) 19476 -- Pond Explorer Panel		
		(2) 19757 -- Umbra Square Roof		
		(8) 19762 -- Umbra Roof Plug		
		(1) 19834 -- Flower Spinner Half Panel		
		(1) 19844 -- Imagination Panel		
		(1) 19947 -- Tic-Tac-Toe Panel		
1	RDU	GameTime - Non Grant Eligible Forget Me Not Components	\$9,859.00	\$9,859.00
		(4) 38221 -- Flower Blue Petals		
		(1) 38225 -- Hopper Rock		
		(1) 38233 -- Forked Balance Beam		
		(1) 39006 -- Babble Flower		
1	RDU	GameTime - Grant Eligible Fit Challenge Components	\$101,931.00	\$101,931.00
		(4) 26094 -- Triangular Shroud		
		(1) 26170 -- Xcelerator		



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Quantity	Part #	Description	Unit Price	Amount
		(1) 32023 -- Hex Pod Step (2')		
		(1) 32067 -- Trinet (Large) W/Socket		
		(1) 32003 -- Splitter W/ Crag Climber		
		(1) 26142 -- Single With Step		
		(1) 26058 -- 3 Way X-Pod Step		
		(1) 26079 -- Inverted Loop Ladder Overhead		
		(1) 81680 -- Single Seat		
		(1) 90145 -- 4' Corner Vine Climber Reverse		
		(1) 90335 -- Climber Offset Archway W/ Guardrail		
		(1) 80657 -- Access Attachment 4'		
		(1) 90033 -- 4' Transfer Platform W/Guardrail		
		(2) 80001 -- 49"Tri Punched Steel Deck		
		(1) 90336 -- Climber Offset Archway W/ Barrier		
		(1) 26166 -- 4'-6" Connectscape Climber		
		(1) 90306 -- Climber Archway W/Socket & Barrier		
		(1) 90043 -- 4'-6" & 5' Bubble Climber		
		(3) 80000 -- 49" Sq Punched Steel Deck		
		(1) 90579 -- Double Swerve Slide		
		(1) 90093 -- 5' Rockscape Climber		
		(1) 90418 -- Rockscape Archway Package (5' & 7')		
		(1) 90706 -- Exit Section Wilderslide li		
		(2) 90705 -- Right Curve Section Wilderslide li		
		(1) 90709 -- Support Wilderslide li		
		(1) 90729 -- Double Straight (2 Ft Section)		
		(1) 90700 -- Single Entrance Wilderslide li		
		(1) 91294 -- 7'6" - 8'0" Whirlwind		
		(3) 91209 -- Climber Entryway - Barrier		
		(1) 91247 -- 6'6" Leaf Scramble Up		
		(1) 91323 -- Erratic Climber 7'0"-8'0"		
		(1) 90023 -- 3'-0" Transfer System W/ Barrier		
		(5) 90272 -- 14' Upright, Alum		
		(2) 90270 -- 12' Upright, Alum		
		(3) 90269 -- 11' Upright, Alum		



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Quantity	Part #	Description	Unit Price	Amount
		(1) 90271 -- 13' Upright, Alum		
		(1) G90270 -- 12' Upright, Galv		
1	RDU	GameTime - Non Grant Eligible Fit Challenge Components- 2 Bay XScape Swing with Seats	\$4,968.00	\$4,968.00
		(1) 26169 -- XScape Swing Add A Bay 3 1/2" X 8'		
		(1) 26119 -- Ada XScape Swing		
		(2) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
		(2) SS8696 -- Encl Tot Seat 3 1/2"/8' High W/Clevis		
1	6200	GameTime - Sky Runner (F/S)	\$4,070.00	\$4,070.00
Contract: OMNIA #2017001134			Sub Total	\$455,133.00
			Grant	(\$202,168.98)
			Freight	\$7,800.00
			Total	\$260,764.02

Comments

SUPPLY ONLY

Matching Grant Funds are available until October 27th, 2023 at 12PM EST or until Grant funds are no longer available. Approved grant application is required. In order to receive full grant funding, a check of \$260,764.02 must be received at the time of order.

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Shipment: Order shall ship within 10-14 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

NOTE: To qualify for the GameTime Grant, you must complete the application form for pre-approval. Upon approval, a Partial Matching Grant (reflected in the pricing shown above) is good toward the purchase of a new Powerscape, PrimeTime, XScape or Ionix Structure only. The order MUST be received no later than October 27th, with full payment to allow for processing, and your order will ship within 8-12 weeks from date of order placement. The Grant does not apply toward Freight, Freestanding Items, Surfacing or Installation. To qualify for the matching grant amount shown above, a check for the full amount MUST accompany your order.

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Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal permits or paperwork that may be required.

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Facsimile: _____

Email: _____

P.O. No: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Date: _____

Phone: _____

Purchase Amount: \$260,764.02

REQUIRED ORDER INFORMATION:

Bill To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

(For Accounts Payable)

Email: _____

Ship To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

(To call before delivery)

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

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 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

09/29/2023
 Quote #
 105105-01-02

Nelson Neighborhood - St Joseph Park - Option 1 - Grant Check with Order

City of Muskegon
 Attn: Kyle Karczewski
 PO BOX 536
 MUSKEGON, MI 49443-0536
 Kyle.karczewski@shorelinecity.com

Ship to Zip 49441

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Modified Blue Springs Unit	\$172,845.00	\$172,845.00
		(1) 3907 -- Bells 12" 2S		
		(1) 3947 -- Pachinko 12" 1S		
		(1) 3950 -- Roller Balls 12" 2S		
		(1) 4958 -- Hypno Wheel		
		(1) 4962 -- Echo Chamber		
		(1) 16465 -- Slide Transfer (Ada)		
		(1) 16700 -- Ada49"Sq Punch Steel Deck		
		(2) 80000 -- 49" Sq Punched Steel Deck		
		(4) 80167 -- Roof Ext 24" W/Rivet		
		(1) 80202 -- Tin Roof Cross Gable		
		(2) 80206 -- Tin Roof Hex		
		(1) 80612 -- Deck Curb		
		(1) 80687 -- Handhold/Kick Plate Pkg		
		(1) 80692 -- Inchworm Climber Attach		
		(1) 81665 -- Seat And Table For Two		
		(1) 81688 -- Therapeutic Rings Attch		
		(1) 81695 -- Train Whistle		
		(3) 90005 -- Two Piece Hex Deck, Ada Ramp Access		
		(1) 90090 -- 3' Rockscape Climber		
		(1) 90176 -- Ada Crow'S Nest W/ Gizmo		
		(1) 90183 -- Funnel Crow'S Nest W/ Barrier		
		(1) 90189 -- Ganza Panel		
		(2) 90264 -- 6' Upright, Alum		
		(1) 90266 -- 8' Upright, Alum		
		(2) 90268 -- 10' Upright, Alum		
		(8) 90269 -- 11' Upright, Alum		
		(4) 90273 -- 15' Upright, Alum		
		(1) 90354 -- Counter Panel		



GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

09/29/2023
 Quote #
 105105-01-02

Nelson Neighborhood - St Joseph Park - Option 1 - Grant Check with Order

Quantity	Part #	Description	Unit Price	Amount
		(1) 90386 -- Rockscape Archway W/ Guardrail		
		(1) 90429 -- Ada Crow'S Nest Molded Steer Wheel		
		(1) 90480 -- Rung Encl Thundering & Gr, Above Dk		
		(1) 90508 -- 4' Double Zip Slide, Std Dk		
		(1) 90534 -- 3' Rung Kickplate		
		(1) 90545 -- 4' Wave Climber		
		(1) 90546 -- Climber Archway W/D-Ring & Barrier		
		(1) 90578 -- Swerve Slide		
		(1) 90625 -- Inclined Cosmix Climber (Center)		
		(1) 90665 -- Inclined Cosmix Climber (Offset)		
		(1) 90673 -- Ramp (Guardrail)		
		(1) 90674 -- Std Access Ramp Link 3 Dk Gr		
		(1) 90757 -- 8' Wildertube 'L' Reverse		
		(1) 153653 -- 49" Tube Section		
		(1) 203582 -- Tube Entrance Section		
		(1) 204879 -- Footbuck Assy 40 1/16"Lg		
		(1) 205964 -- Curved Right Section		
		(1) 205964 -- Curved Right Section		
		(1) 206179 -- Exit Section		
		(1) 207772 -- Wilder Tube Section		
		(1) 208850 -- Hdw-Wildertube Slide		
		(1) 312637 -- Support Assy 82 13/16"Lg		
		(1) 91056 -- Ramp Link (3D) 2'-6" & 3'-0"		
		(2) 91137 -- Entryway - 3D		
		(3) 91146 -- Entryway - Guardrail		
		(1) 91137 -- Entryway - 3D		
		(1) 91291 -- 4'6" - 5'0" Whirlwind		
		(1) 91323 -- Erratic Climber 7'0"-8'0"		
		(1) 91364 -- Sensory Wave Panel w/ chimes		
		(1) 91379 -- PS S Wave Up & On LNK (5'-5'6)		
		(1) 91427 -- PS Sensory Wave Challenge Transfer 2'		
		(2) 91457 -- Sensory Wave Entryway		
		(1) 91458 -- Sensory Wave Entryway for 2' Deck		



GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
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09/29/2023
 Quote #
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Nelson Neighborhood - St Joseph Park - Option 1 - Grant Check with Order

Quantity	Part #	Description	Unit Price	Amount
		(1) 91799 -- 26' Sunblox Hex Canopy		
		(2) G90262 -- 4' Upright, Galv		
		(2) G90267 -- 9' Upright, Galv		
		(4) G90268 -- 10' Upright, Galv		
		(6) G90270 -- 12' Upright, Galv		
1	RDU	GameTime - Swings with Seats	\$5,597.00	\$5,597.00
		(1) 5128 -- Expression Swing 3 1/2" X 8'		
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(1) 18827 -- Primetime Swing Add A Bay 3 1/2" X 8'		
		(2) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
1	6272	GameTime - Merry-Go-All	\$9,407.00	\$9,407.00
1	6299	GameTime - Inclusive Seesaw	\$8,884.00	\$8,884.00
5295	EWF	GT-Impax - Engineered Wood Fiber - Safety Surfacing Top Off - Includes installation of top off (blown in)	\$1.25	\$6,618.75
1	INSTALL	Installation - Installation of Ramped Structure, Swings, See Saw, and Merry-Go-All- Includes unloading on site. Does not include site preparation or excavation, removal or disposal of existing equipment, site restoration or landscaping.	\$53,650.00	\$53,650.00
1	REMOVAL	GT-Impax - Removal and disposal of existing equipment- Price includes removal and disposal of (1) existing two bay swing set, spring rider and (2) existing structures. Benches to remain on site unless they interfere with proposed use zones and require relocation. Does not include removal or excavation of existing EWF safety surfacing.	\$13,500.00	\$13,500.00
Contract: OMNIA #2017001134			Sub Total	\$270,501.75
			Grant	(\$87,503.88)
			Freight	\$2,770.00
			Total	\$185,767.87

Comments

Matching Grant Funds are available until October 27th, 2023 at 12PM EST or until Grant funds are no longer available. Approved grant application is required. In order to receive full grant funding, a check of \$111,999.12 must be received at the time of order.

Does not include removal of existing surfacing, clearing of debris from existing surfacing, site restoration, or all new safety surfacing.





GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

09/29/2023
Quote #
105105-01-02

Nelson Neighborhood - St Joseph Park - Option 1 - Grant Check with Order

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Shipment: Order shall ship within 10-14 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

NOTE: To qualify for the GameTime Grant, you must complete the application form for pre-approval. Upon approval, a Partial Matching Grant (reflected in the pricing shown above) is good toward the purchase of a new Powerscape, PrimeTime, XScape or Ionix Structure only. The order MUST be received no later than October 27th, with full payment to allow for processing, and your order will ship within 8-12 weeks from date of order placement. The Grant does not apply toward Freight, Freestanding Items, Surfacing or Installation. To qualify for the matching grant amount shown above, a check for the full amount MUST accompany your order.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal permits or paperwork that may be required.



GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

09/29/2023
Quote #
105105-01-02

Nelson Neighborhood - St Joseph Park - Option 1 - Grant Check with Order

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Signature: _____

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: \$185,767.87

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

(For Accounts Payable)

(To call before delivery)

Email: _____

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.



GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

10/16/2023
 Quote #
 105189-01-03

2023 Grant Playgrounds - McCrae Park - Grant Check with Order

City of Muskegon
 Attn: Kyle Karczewski
 PO BOX 536
 MUSKEGON, MI 49443-0536
 Kyle.karczewski@shorelinecity.com

Ship to Zip 49442

Quantity	Part #	Description	Unit Price	Amount
		McCrae		
1	RDU	GameTime - Grant Eligible Forget Me Not Components	\$31,069.00	\$31,069.00
		(1) 12023 -- 3 1/2" Uppt Ass'Y Alum 8'		
		(2) 12025 -- 3 1/2" Uppt Ass'Y Alum 10'		
		(4) 12027 -- 3 1/2" Uppt Ass'Y Alum 12'		
		(4) 12069 -- 3 1/2"Uppt Ass'Y Alum 14'		
		(1) 12502 -- Lil Foot Slide Attachment		
		(2) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(2) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18337 -- 36" Tri Transfer Platform		
		(1) 19001 -- Entry Way		
		(1) 19005 -- Transfer System W/Barrier (2' Rise)		
		(1) 19104 -- Ridge Climber		
		(1) 19287 -- River Rock Climber		
		(1) 19362 -- 3'-6"/4'-0" Zip Swerve Slide Left		
		(1) 19368 -- Flower Talk Tube		
		(1) 19476 -- Pond Explorer Panel		
		(2) 19757 -- Umbra Square Roof		
		(8) 19762 -- Umbra Roof Plug		
		(1) 19834 -- Flower Spinner Half Panel		
		(1) 19844 -- Imagination Panel		
		(1) 19947 -- Tic-Tac-Toe Panel		
1	RDU	GameTime - Non Grant Eligible Forget Me Not Components	\$9,859.00	\$9,859.00
		(4) 38221 -- Flower Blue Petals		
		(1) 38225 -- Hopper Rock		
		(1) 38233 -- Forked Balance Beam		
		(1) 39006 -- Babble Flower		
1	RDU	GameTime - Grant Eligible Fit Challenge Components	\$101,931.00	\$101,931.00
		(4) 26094 -- Triangular Shroud		
		(1) 26170 -- Xcelerator		
		(1) 32023 -- Hex Pod Step (2')		





GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
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10/16/2023
 Quote #
 105189-01-03

2023 Grant Playgrounds - McCrae Park - Grant Check with Order

Quantity	Part #	Description	Unit Price	Amount
		(1) 32067 -- Trinet (Large) W/Socket		
		(1) 32003 -- Splitter W/ Crag Climber		
		(1) 26142 -- Single With Step		
		(1) 26058 -- 3 Way X-Pod Step		
		(1) 26079 -- Inverted Loop Ladder Overhead		
		(1) 81680 -- Single Seat		
		(1) 90145 -- 4' Corner Vine Climber Reverse		
		(1) 90335 -- Climber Offset Archway W/ Guardrail		
		(1) 80657 -- Access Attachment 4'		
		(1) 90033 -- 4' Transfer Platform W/Guardrail		
		(2) 80001 -- 49"Tri Punched Steel Deck		
		(1) 90336 -- Climber Offset Archway W/ Barrier		
		(1) 26166 -- 4'-6" Connectscape Climber		
		(1) 90306 -- Climber Archway W/Socket & Barrier		
		(1) 90043 -- 4'-6" & 5' Bubble Climber		
		(3) 80000 -- 49" Sq Punched Steel Deck		
		(1) 90579 -- Double Swerve Slide		
		(1) 90093 -- 5' Rockscape Climber		
		(1) 90418 -- Rockscape Archway Package (5' & 7')		
		(1) 90706 -- Exit Section Wilderslide li		
		(2) 90705 -- Right Curve Section Wilderslide li		
		(1) 90709 -- Support Wilderslide li		
		(1) 90729 -- Double Straight (2 Ft Section)		
		(1) 90700 -- Single Entrance Wilderslide li		
		(1) 91294 -- 7'6" - 8'0" Whirlwind		
		(3) 91209 -- Climber Entryway - Barrier		
		(1) 91247 -- 6'6" Leaf Scramble Up		
		(1) 91323 -- Erratic Climber 7'0"-8'0"		
		(1) 90023 -- 3'-0" Transfer System W/ Barrier		
		(5) 90272 -- 14' Upright, Alum		
		(2) 90270 -- 12' Upright, Alum		
		(3) 90269 -- 11' Upright, Alum		
		(1) 90271 -- 13' Upright, Alum		
		(1) G90270 -- 12' Upright, Galv		



GameTime c/o Sinclair Recreation
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2023 Grant Playgrounds - McCrae Park - Grant Check with Order

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Non Grant Eligible Fit Challenge Components- 2 Bay XScape Swing with Seats	\$4,968.00	\$4,968.00
		(1) 26169 -- Xscape Swing Add A Bay 3 1/2" X 8'		
		(1) 26119 -- Ada Xscape Swing		
		(2) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
		(2) SS8696 -- Encl Tot Seat 3 1/2"/8' High W/Clevis		
1	6200	GameTime - Sky Runner (F/S)	\$4,070.00	\$4,070.00
Contract: OMNIA #2017001134			Sub Total	\$151,897.00
			Grant	(\$68,806.98)
			Freight	\$2,600.00
			Total	\$85,690.02

Comments

SUPPLY ONLY

Matching Grant Funds are available until October 27th, 2023 at 12PM EST or until Grant funds are no longer available. Approved grant application is required. In order to receive full grant funding, a check of \$85,690.02 must be received at the time of order.

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Shipment: Order shall ship within 10-14 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

NOTE: To qualify for the GameTime Grant, you must complete the application form for pre-approval. Upon approval, a Partial Matching Grant (reflected in the pricing shown above) is good toward the purchase of a new Powerscape, PrimeTime, XScape or Ionix Structure only. The order MUST be received no later than October 27th, with full payment to allow for processing, and your order will ship within 8-12 weeks from date of order placement. The Grant does not apply toward Freight, Freestanding Items, Surfacing or Installation. To qualify for the matching grant amount shown above, a check for the full amount MUST accompany your order.



GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

10/16/2023
Quote #
105189-01-03

2023 Grant Playgrounds - McCrae Park - Grant Check with Order

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal permits or paperwork that may be required.

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Facsimile: _____

Email: _____

P.O. No: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Date: _____

Phone: _____

Purchase Amount: \$85,690.02

REQUIRED ORDER INFORMATION:

Bill To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

(For Accounts Payable)

Email: _____

Ship To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

(To call before delivery)

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Rendered in Custom Ocean Floor Palette

Nelson Neighborhood St. Joseph Park

SINCLAIR
RECREATION, LLC
www.sinclair-rec.com

GameTime
A PLAYCORE Company
www.gametime.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Rendered in Custom Ocean Floor Palette

Nelson Neighborhood
St. Joseph Park

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Rendered in Custom Ocean Floor Palette

Nelson Neighborhood St. Joseph Park

SINCLAIR
RECREATION, LLC
www.sinclair-rec.com

GameTime
A PLAYCORE Company
www.gametime.com



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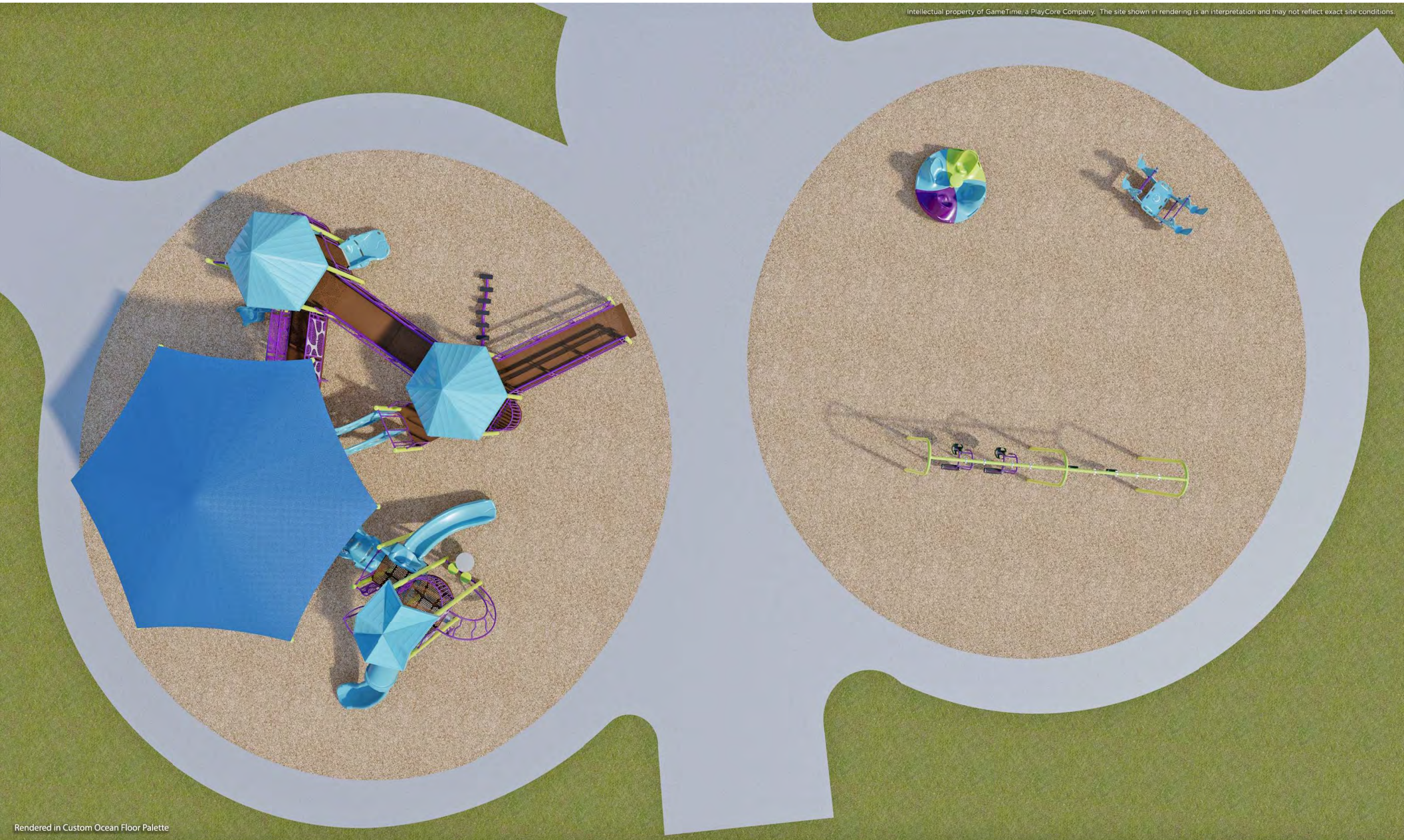
Rendered in Custom Ocean Floor Palette



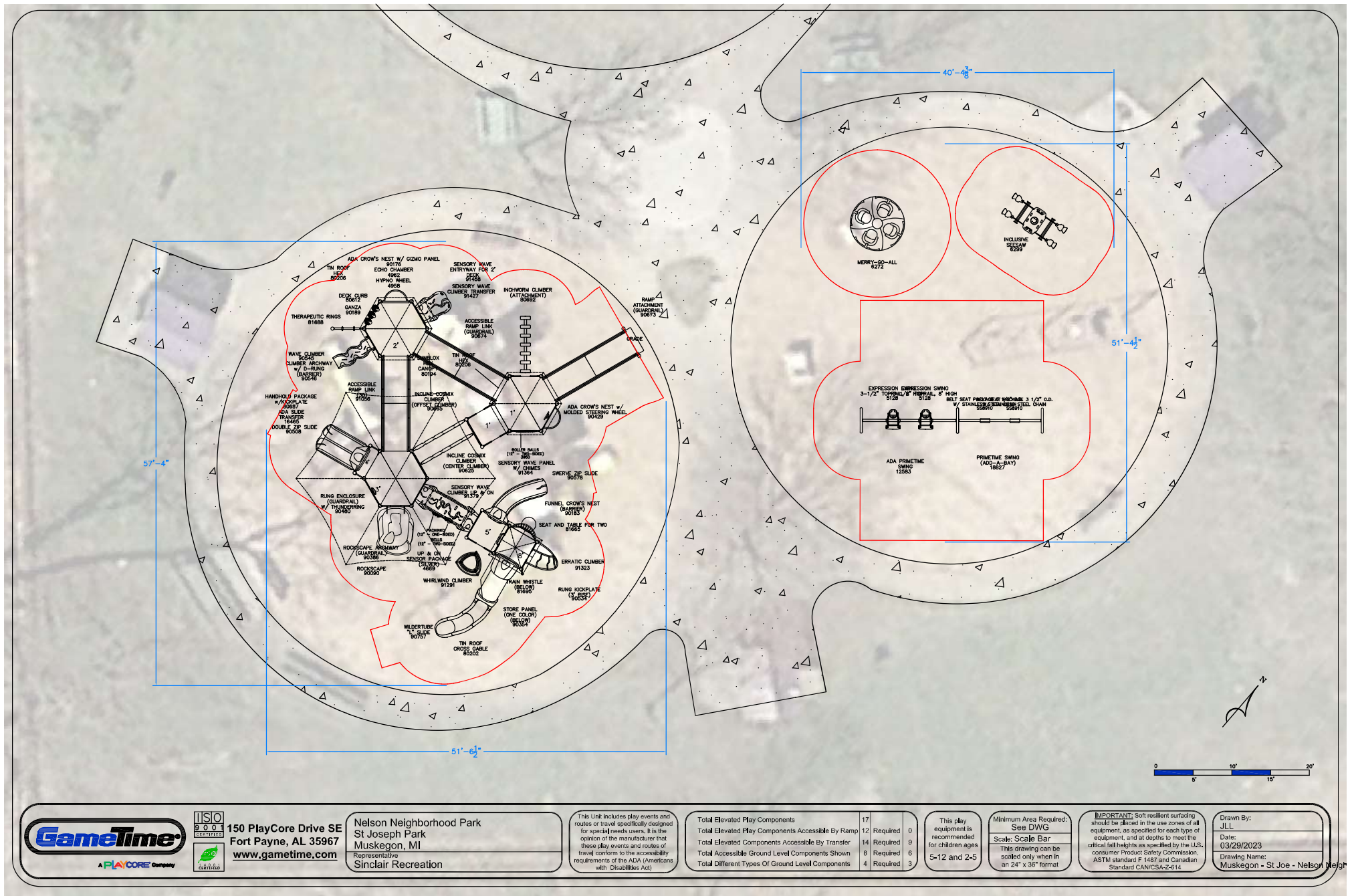
Rendered in Custom Ocean Floor Palette

Nelson Neighborhood
St. Joseph Park

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Rendered in Custom Ocean Floor Palette



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



Nelson Neighborhood Park
St Joseph Park
Muskegon, MI
Representative
Sinclair Recreation

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	17	Required	0
Total Elevated Play Components Accessible By Ramp	14	Required	9
Total Elevated Components Accessible By Transfer	8	Required	6
Total Accessible Ground Level Components Shown	4	Required	3
Total Different Types Of Ground Level Components			

This play equipment is recommended for children ages 5-12 and 2-5

Minimum Area Required:
See DWG
Scale: Scale Bar
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
JLL
Date:
03/29/2023
Drawing Name:
Muskegon - St Joe - Nelson Neigh



GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

10/16/2023
 Quote #
 105189-01-04

2023 Grant Playgrounds - Sheldon Park - Grant Check with Order

City of Muskegon
 Attn: Kyle Karczewski
 PO BOX 536
 MUSKEGON, MI 49443-0536
 Kyle.karczewski@shorelinecity.com

Ship to Zip 49442

Quantity	Part #	Description	Unit Price	Amount
Sheldon				
1	RDU	GameTime - Swings with Seats	\$12,516.00	\$12,516.00
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(4) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
		(4) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
		(2) SS8696 -- Encl Tot Seat 3 1/2"/8' High W/Clevis		
		(1) 5165 -- Expression Swing w Adaptive Seat 3 1/2		
		(1) SS8558 -- 3 1/2" Zero-G Chair (5-12)-Stainless		
1	6202	GameTime - Mini Sky Runner (F/S)	\$2,237.00	\$2,237.00
1	RDU	GameTime - Grant Eligible Metamorphosis Components	\$22,140.00	\$22,140.00
		(1) 12023 -- 3 1/2" Uppt Ass'Y Alum 8'		
		(1) 12025 -- 3 1/2" Uppt Ass'Y Alum 10'		
		(6) 12069 -- 3 1/2"Uppt Ass'Y Alum 14'		
		(1) 12438 -- 24" Barrier		
		(6) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18337 -- 36" Tri Transfer Platform		
		(1) 19001 -- Entry Way		
		(1) 19047 -- Tree (3; & 3'6")		
		(1) 19105 -- Clover Leaf (2' & 2'-6")		
		(1) 19121 -- Curved Zip Slide		
		(1) 19214 -- Rung Enclosure		
		(1) 19363 -- 3'-6"/4'-0" Zip Swerve Slide Right		
		(1) 19758 -- Umbra Hex roof		
		(6) 19762 -- Umbra Roof Plug		
1	RDU	GameTime - Non Grant Eligible Metamorphosis Components	\$22,689.00	\$22,689.00
		(1) 38003 -- Butterfly Net		
		(1) 38220 -- Flower Yellow Petals		
		(2) 38222 -- Flower Red Petals		
1	RDU	GameTime - Bowman Unit	\$91,317.00	\$91,317.00



GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

10/16/2023
 Quote #
 105189-01-04

2023 Grant Playgrounds - Sheldon Park - Grant Check with Order

Quantity	Part #	Description	Unit Price	Amount
		(1) 13803 -- Ledge Climber		
		(1) 13808 -- Up Over and Around		
		(1) 13809 -- Get A Grip		
		(1) 13814 -- Leaning Ladders		
		(4) 80000 -- 49" Sq Punched Steel Deck		
		(1) 81468 -- Shoriz Ladder Link		
		(1) 81493 -- Rev 'S' Loop Ladder Link 98"		
		(1) 81587 -- Skywheel Attachment		
		(1) 81665 -- Seat And Table For Two		
		(1) 81669 -- Hand Cycler		
		(1) 81699 -- Bongos		
		(1) 90029 -- 3' Transfer Platform W/Barrier		
		(2) 90207 -- Overhead Ladder Access Package		
		(1) 90245 -- 5' & 5'-6" Chain Link Climber		
		(1) 90267 -- 9' Upright, Alum		
		(4) 90268 -- 10' Upright, Alum		
		(15) 90269 -- 11' Upright, Alum		
		(2) 90306 -- Climber Archway W/Socket & Barrier		
		(1) 90389 -- 2'-0" Overhead Climber Access Ladder		
		(1) 90391 -- 3'-0" Overhead Climber Access Ladder		
		(1) 90637 -- Tunnel Up		
		(1) 90639 -- Spiral Climber (5'-0" & 5'-6")		
		(1) 90701 -- Double Entrance Wilderslide li		
		(2) 90703 -- Straight Section Wilderslide li		
		(1) 90704 -- Left Curve Section Wilderslide li		
		(1) 90705 -- Right Curve Section Wilderslide li		
		(2) 90706 -- Exit Section Wilderslide li		
		(1) 90790 -- Sloped Funnel Climber Barrier (Dbl)		
		(1) 91097 -- 4'/5' Double Bubble Climber		
		(1) 91107 -- Coral Climber (3D) 5'-0"		
		(1) 91119 -- Play Port Bridge		
		(2) 91209 -- Climber Entryway - Barrier		
		(2) 91535 -- Double Offset Archway		



GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

10/16/2023
Quote #
105189-01-04

2023 Grant Playgrounds - Sheldon Park - Grant Check with Order

Quantity	Part #	Description	Unit Price	Amount
		(2) G90268 -- 10' Upright, Galv		
		(1) G90269 -- 11' Upright, Galv		
Contract: OMNIA #2017001134			Sub Total	\$150,899.00
			Grant	(\$61,593.39)
			Freight	\$2,600.00
			Total	\$91,905.61

Comments

SUPPLY ONLY

Matching Grant Funds are available until October 27th, 2023 at 12PM EST or until Grant funds are no longer available. Approved grant application is required. In order to receive full grant funding, a check of \$91,905.61 must be received at the time of order.

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. A 2.5% PROCESSING FEE WILL BE ADDED T O ALL ORDERS PAID VIA CREDIT CARD.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Shipment: Order shall ship within 10-14 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

NOTE: To qualify for the GameTime Grant, you must complete the application form for pre-approval. Upon approval, a Partial Matching Grant (reflected in the pricing shown above) is good toward the purchase of a new Powerscape, PrimeTime, XScape or Ionix Structure only. The order MUST be received no later than October 27th, with full payment to allow for processing, and your order will ship within 8-12 weeks from date of order placement. The Grant does not apply toward Freight, Freestanding Items, Surfacing or Installation. To qualify for the matching grant amount shown above, a check for the full amount MUST accompany your order.

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.



GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

10/16/2023
Quote #
105189-01-04

2023 Grant Playgrounds - Sheldon Park - Grant Check with Order

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal permits or paperwork that may be required.

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Facsimile: _____

Email: _____

P.O. No: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Date: _____

Phone: _____

Purchase Amount: \$91,905.61

REQUIRED ORDER INFORMATION:

Bill To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

(For Accounts Payable)

Email: _____

Ship To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

(To call before delivery)

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 24, 2023	Title: Equipment Purchases
Submitted By: Joe Buckingham, Supervisor	Department: Equipment
Brief Summary: 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.	
Detailed Summary & Background: The Equipment Division is seeking approval to replace five (5) administration vehicles from Berger Chevrolet using MiDeal state pricing. The vehicles will replace and supplement DPW and fleet administration vehicles and are within the budgeted amounts for purchases this fiscal year.	
Goal/Focus Area/Action Item Addressed: Goal 4 Key Focus Area: Sustainability in Financial Practices & Infrastructure	
Amount Requested: \$193,308	Budgeted Item: Yes ☒ No ☐ N/A ☐
Fund(s) or Account(s): 642-563 (Equipment)	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: I move approval 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.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☐

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 10/24/23	Title: Request to rezone 162 E Apple, 170 E Apple, 974 Spring, 971 Jay, and 151/157/171/181 Allen
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.

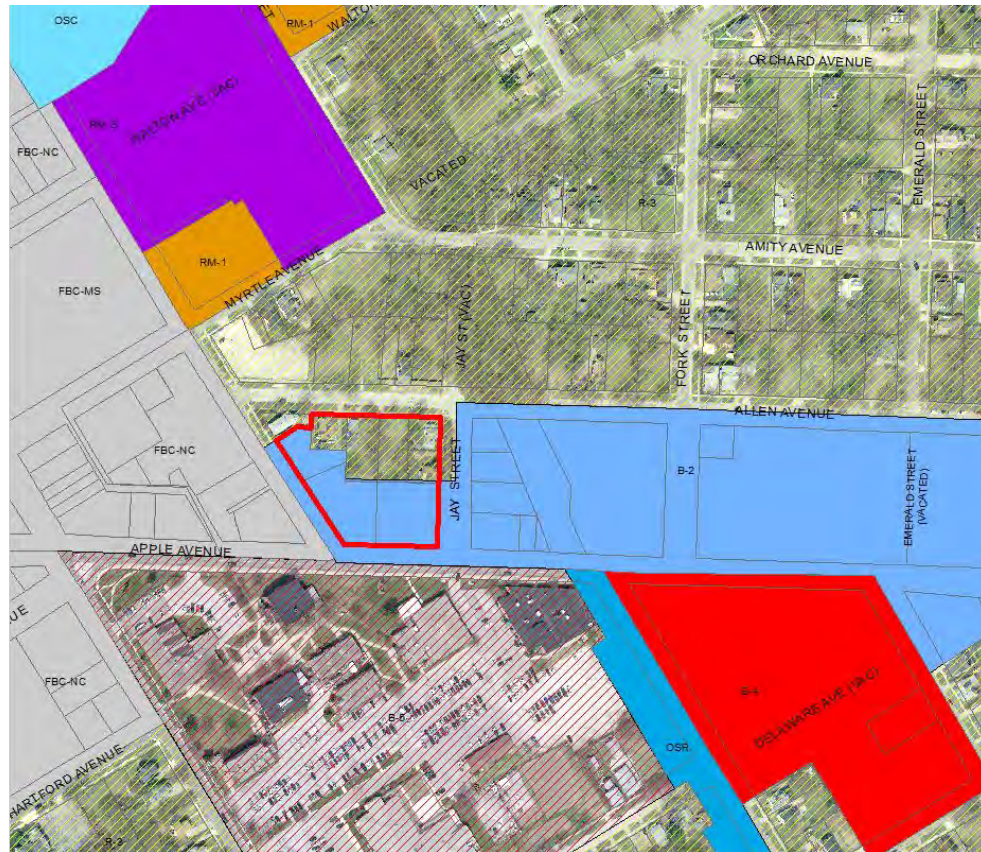
SUMMARY

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 24th day of October, 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 October 24, 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

Commission Meeting Date: 10/24/23	Title: Request to rezone 550 W Grand Ave
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.

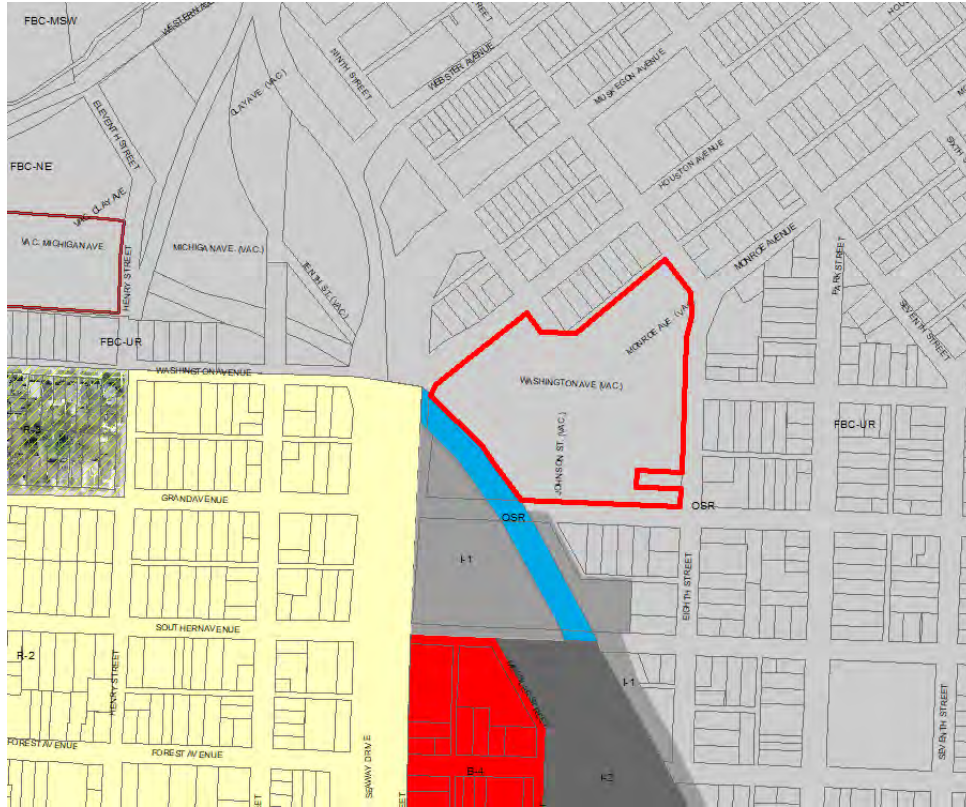
SUMMARY

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.
	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 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 24th day of October, 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 October 24, 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

Commission Meeting Date: October 24, 2023	Title: General Capital Spring Street Senior Housing Contract for Housing Exemption (PILOT)
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: 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 162 Apple Avenue.	
Detailed Summary & Background: 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.	
Goal/Focus Area/Action Item Addressed: Goal 2.1: Diverse Housing Types, Goal 4.3 Increased Revenue	
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: Motion to approve the Contract for Housing Exemption with Spring Street Limited Dividend Housing Association Limited Partnership and authorize the mayor and clerk to sign.

Approvals:

Immediate Division Head ☒

Information Technology ☐

Other Division Heads ☒

Communication ☐

Legal Review ☒

Guest(s) Invited / Presenting:

Yes ☒

No ☐

CITY OF MUSKEGON

CONTRACT FOR HOUSING EXEMPTION

This Agreement between **GENCAP SPRING STREET LIMITED DIVIDEND HOUSING ASSOCIATION, LLC**, a Michigan LLC (the "Developer") and **CITY OF MUSKEGON**, 933 Terrace Street, Muskegon, Michigan (the "City") is made pursuant to the following terms:

RECITALS

A. The City has adopted Chapter 82, Article II "Taxation" of the City Code of Ordinances, providing for tax exemption (the "Ordinance") and provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a Federally-aided Mortgage Loan or an advance or grant from the Authority pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq.) (the "Act");

B. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income senior persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or charge the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low-income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed with financing extended in reliance on such tax exemption.

The City acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation of Low Income Housing Tax Credits and/or receipt of a Mortgage Loan from the Michigan State Housing Development Authority, to construct/acquire and rehabilitate, own and operate a housing project identified as Berkshire Spring Street on certain property located at and around 162 East Apple Avenue, Muskegon, Michigan in the City (the "Project") to serve low income persons, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

C. Developer has assumed an agreement to purchase a site in the City of Muskegon (162 East Apple Avenue) for the construction of a proposed low-income housing project as defined in City Section 82-46 of the Ordinance.

D. Developer and an affiliate of Developer, to be formed, have or will enter into an agreement to form a limited dividend housing association limited liability company to function as

owner of the proposed low-income housing Project. The owning entity to be formed will be identified as GENCAP SPRING STREET LIMITED DIVIDEND HOUSING ASSOCIATION, LLC.

E. The City encourages construction and financing of the said low-income housing project which is identified by the working name of Berkshire Spring Street.

F. To further enable and encourage the construction of the housing project, Developer and the City enter into this Agreement.

G. The legal description of the Project is set forth in Exhibit A attached to this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions.

1.1 "Authority" means the Michigan State Housing Development Authority.

1.2. "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.

1.3. "Contract Rents" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.

1.4. "Low Income Persons and Families" means persons and families eligible to move into a housing project.

1.5 "Low Income Housing Tax Credits" means credits allocated under Section 42 of the Internal Revenue Code ("LIHTC")

1.6. "Mortgage Loan" means a Federally-Aided Mortgage or loan or grant made or to be made by the Authority to the Sponsor for the construction and/or permanent financing of the housing project, and secured by a mortgage on the housing project.

1.7. "Net Shelter Rent" means all collected rents on the subject project property accounting for point-in-time vacancies.

1.8. "Sponsor" means GENCAP SPRING STREET LIMITED DIVIDEND HOUSING ASSOCIATION, LLC and any entity that receives or assumes a Mortgage Loan.

1.9. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

1.10 "Low Income" means persons and families whose head of household is at least 55 years of age and income eligible according to MSHDA income standards set by the AMI Limits for Muskegon County PMSA.

2. Grant of Exemption. As contemplated and pursuant to Act 346 of the Public Acts of 1966, as amended, the State Housing Development Authority (the "Act"), the City hereby grants an exemption from all ad valorem property taxes attributable to the buildings which consist of rental units offered to eligible Low-Income seniors and families as defined above.

3. Term of Exemption. This exemption shall continue for the period the housing units remain subject to income and rent restrictions pursuant to Section 42 of Internal Revenue Service Codes of 1986, as amended (IRS Codes), or the Authority Regulatory Agreement not to exceed 25 years. The City agrees to be contractually bound by this Agreement to honor the exemption status of the proposed project as provided herein and in this Agreement for the entire period during which the Project is financed by the Authority or receives low income housing tax credits under Section 42 of the IRS Codes, provided that the said Mortgage Loan or a loan originally financed by the low income housing tax credits continues outstanding as more particularly set forth in Section 82-50(3) of the Ordinance, not to exceed 25 years.

4. Responsibilities of the Developer. The Developer agrees to perform the following:

4.1 The Developer shall pay the service charge and payment in lieu of all ad valorem taxes on or before July 1, of each year during the time the exemption is in effect. The service charge shall equal seven percent (7.00%) percent of the net shelter rents charged for all of the LIHTC certified units in the exempt housing project for the preceding calendar year, exclusive of the utility charges paid by the project.

4.2 The Developer agrees to file all information required by the Ordinance and further to meet its obligations to the Authority in connection with the Authority's administration of the low income housing tax credit program.

4.3 In lieu of the requirement to submit a statement of annual shelter rents and/or contract rents within 30 days after December 31, as required by the Ordinance, Developer shall submit an annual audit by April 1st. If not timely filed, and 30 days after notice to Developer of said delinquency, a penalty of 1.25% of the service charge shall be imposed. This penalty shall be collectible in the same manner provided in Section 82-54 of the Ordinance.

5. Interpretation of Financing. The City agrees that the use of low income housing tax credits constitutes financing of the loan by the Authority in fulfillment of the requirements of Section 82-50(3) of the Ordinance.

6. Contractual Effect of Ordinance. Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

7. Payment of Service Charge. The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before April 1st of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq.).

8. Limitation on the Payment of Annual Service Charge. Notwithstanding Section 3, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than Low Income persons as defined in section 1.9 shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

9. Counterparts. This Agreement may be executed in several counterparts and an executed copy hereof may be relied upon as an original.

10. Binding and Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

11. Effective Date. The effective date of this Agreement is the date that Developer or its assignee completes construction and receives a temporary or permanent certificate of occupancy from the City for the Property.

12. Severability. The various sections and provisions of this Agreement shall be deemed to be severable, and should any section or provision of this Agreement be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Agreement as a whole or any section or provision of this Agreement, other than the section or provision so declared to be unconstitutional or invalid.

13. Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Agreement are of no effect to the extent of such inconsistency or conflict.

14. Choice of Law; Venue. This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan. The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.

IN WITNESS WHEREOF, the parties have signed this Agreement on the following page, on the dates indicated.

CITY OF MUSKEGON

By: _____
Ken Johnson
Its: Mayor
Dated: _____

By: _____
Ann Meisch
Its: City Clerk
Dated: _____

**GENCAP SPRING STREET LIMITED DIVIDEND
HOUSING ASSOCIATION, LLC,**
a Michigan LLC

By: **GENCAP SPRING STREET MM LLC,**
Its: Managing Member

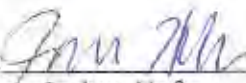
By:  _____
Print: Joshua Hafron
Its: Auth. Signatory
Dated: 10/2/2023

EXHIBIT A
LEGAL DESCRIPTION

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 24, 2023	Title: General Capital Spring Street Senior Housing Municipal Services Agreement
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: 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.	
Detailed Summary & Background: 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.	
Goal/Focus Area/Action Item Addressed: Goal 2.1: Diverse Housing Types, Goal 4.3 Increased Revenue	
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: Motion to approve the Municipal Services Agreement with GENCAP SPRING STREET 53 LIMITED DIVIDEND HOUSING ASSOCIATION, LLC and authorize the mayor and clerk to sign.	

Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting: Yes ☒ No ☐

MUNICIPAL SERVICES AGREEMENT_x

THIS MUNICIPAL SERVICES AGREEMENT ("Agreement") is entered into on this ___ day of October 2023 between **GENCAP SPRING STREET LIMITED DIVIDEND HOUSING ASSOCIATION, LLC**, a Michigan LLC its successors and/or assigns (the "Developer") and the **CITY OF MUSKEGON**, 933 Terrace Street, Muskegon, MI 49440 (the "City") is made pursuant to the following terms:

RECITALS

A. Developer has assumed an agreement to purchase a site in the City of Muskegon known as Berkshire Spring Street for the construction of a proposed low-income housing project (the "Project").

B. The parties recognize that due to the high concentration of persons residing at the Project that the City will be providing a higher level and greater amount of Municipal Services (as defined in this Agreement) to the Project.

C. The City, through its Police and Fire Departments and otherwise, provides Municipal Services within the City. The Project will have special needs for these types of Municipal Services and Developer acknowledges that such needs may be greater than typically situated residential developments.

D. The Developer desires to guarantee that certain Municipal Services will be provided to the Project during the term that the Payment in Lieu of Tax (hereinafter referred to as the "Contract for Housing Exemption") Ordinance for this Project is in place, such Municipal Services to include, but not be limited to:

1. Emergency services, including police and fire services specifically administered through the City, and, on public streets and sidewalks, maintenance, repair, snow removal, and street lighting; also to include other matters as the City deems necessary;
2. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the Project;
3. Said municipal services shall be provided in the customary way and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Muskegon and City of Muskegon or other applicable jurisdictions or bodies.

(All of the above collectively referred to as "Municipal Services")

4. Nothing in this Agreement shall be deemed to waive any defense to claims based on sovereign or governmental immunity.

AGREEMENT

The parties agree as follows:

1. **Provision of Services.** The City will provide the Municipal Services.
2. **Payment.** The Developer shall pay a service charge on or before July 1, of each year during the time the CONTRACT FOR HOUSING EXEMPTION is in effect. ("Municipal Services Fee"). The Municipal Service Fee shall be three (3%) percent of the net rent adjusted for vacancies received annually, excluding project paid utilities, starting during the calendar year that a unit in the Project is placed in service. The first year shall be pro-rated based on that portion of the City's fiscal year (July 1 – June 30) that any unit is ready to be placed in service.
3. **Term.** Payment for Municipal Services shall commence during the calendar year the CONTRACT FOR HOUSING EXEMPTION Ordinance becomes effective and continue for as long as the CONTRACT FOR HOUSING EXEMPTION is in effect.
4. **Audit.** Developer shall submit, upon request, a copy of the annual audit of the Project prepared by independent CPA's along with the payment of the service charge.
5. **Exclusive Benefit.** The obligations of the Developer hereunder are imposed solely and exclusively for the benefit of the City and no other person or entity shall have the standing to enforce such obligations or be deemed to be beneficiaries of such obligations.
6. **Remedies.** The Developer agrees that if it does not perform its obligations under this Agreement the City is entitled to pursue any and all remedies legal or equitable that it is entitled to under Michigan law. The Developer agrees to be liable for all costs of collection including reasonable attorney's fees and costs incurred by the City in the enforcement of the terms of this Agreement, if Developer is found to be in default of this Agreement by a court of competent jurisdiction.
7. **Assignment.** Upon the written consent of the City, the Developer may transfer or assign its rights and obligations under this Agreement to a buyer ("Transferee") of the Project. The Transferee must agree to assume the Developer's obligations under this Agreement and the Development Agreement which has been executed by the Developer with the City. Upon assignment and assumption of this Agreement by the Transferee (or an affiliate, as provided below), the Developer shall be relieved of any further liabilities or obligations accruing under this Agreement or the Development Agreement. Notwithstanding the foregoing, the Developer may assign this Agreement, without the written consent of the City, to an affiliate of Developer (provided that such affiliate agrees to assume the Developer's obligations hereunder and provided that the Developer and assignee give prior notice of the assignment to the City with evidence that the assignee has agreed to assume the obligations of the Developer).

8. **Severability.** If any term or condition of this Agreement is found to be void, invalid, or unenforceable, the validity or enforceability of the remaining terms and conditions shall not be affected or impaired and will continue in full force and effect.

9. **Notices.** All notices under this Agreement must be in writing and sent to the respective parties as follows:

If to Developer:
Mr. David Weiss
General Capital Group
6938 North Santa Monica Blvd
Fox Point, WI 53217

If to the City:

City of Muskegon
Attn: City Manager
933 Terrace Street
Muskegon, MI 49440

Every notice must be in writing and sent by one of the following methods:

- a. Personal delivery, in which case delivery shall be deemed to occur the day of the delivery;
- b. Certified or registered mail, postage prepaid, return receipt requested, in which case delivery shall be deemed to occur the day it is officially recorded by the U.S. Postal Service that it has delivered it to the intended recipient; or
- c. Next day delivery by a recognized private delivery service such as Federal Express, providing proof of mailing and delivery comparable to certified or registered mail, return receipt requested, in which case delivery shall be deemed to occur upon delivery as recorded by the delivery service.

Either party may change the address provided in this paragraph for itself or its attorney by providing notice of such change to the other party as required in this paragraph.

10. **No Waiver.** No delay, omission, or failure of the City to act under this Agreement or to insist upon strict compliance with any term and condition of this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a waiver of City's right to demand exact compliance with this Agreement. No waiver of any right or remedy of City shall be construed as a bar to or a waiver of any such right or remedy on any future occasion.

11. **Headings.** The headings in this Agreement have only been inserted for convenience and shall not affect the meaning or interpretation of this Agreement. No heading shall have any legal significance of any nature whatsoever.

12. **Binding Effect.** This Agreement shall be binding on the parties, their heirs, successors, and assigns.

13. **Amendments.** There shall be no modification or amendments to this Agreement, including this section, unless they are in writing and signed by all the parties to this Agreement.

14. **Governing Law.** This Agreement has been executed in the State of Michigan, and shall be governed by Michigan law.

15. **Complete Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written representations, negotiations and agreement on the subject matter stated herein.

{Signatures on next page}

Municipal Services Agreement
Signature Page

IN WITNESS WHEREOF, this Municipal Services Agreement is executed as of the day and year first written above.

City of Muskegon

Dated: ___, 2023

By: _____
Ken Johnson, Mayor

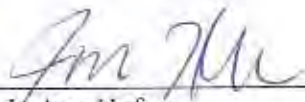
Dated: ___, 2023

By: _____
Ann Meisch, City Clerk

**GENCAP SPRING STREET LIMITED DIVIDEND
HOUSING ASSOCIATION, LLC, a Michigan LLC**

By: **GENCAP SPRING STREET MM LLC,**
Its: Managing Member

By:



Print: Joshua Hafron

Its: Authorized Signatory

Date: 10/2/2023

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 24, 2023	Title: General Capital Nelson School Family/Workforce Contract for Housing Exemption (PILOT)
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: 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.	
Detailed Summary & Background: 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.	
Goal/Focus Area/Action Item Addressed: Goal 2.1: Diverse Housing Types, Goal 4.3 Increased Revenue	
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: Motion to approve the Contract for Housing Exemption with **GENCAP NELSON LIMITED DIVIDEND HOUSING ASSOCIATION, LLC** and authorize the mayor and clerk to sign.

Approvals:

Immediate Division Head ☒

Information Technology ☐

Other Division Heads ☒

Communication ☐

Legal Review ☒

Guest(s) Invited / Presenting:

Yes ☒

No ☐

CITY OF MUSKEGON

CONTRACT FOR HOUSING EXEMPTION

This Agreement between **GENCAP NELSON LIMITED DIVIDEND HOUSING ASSOCIATION, LLC**, a Michigan LLC (the "Developer") and **CITY OF MUSKEGON**, 933 Terrace Street, Muskegon, Michigan (the "City") is made pursuant to the following terms:

RECITALS

A. The City has adopted Chapter 82, Article II "Taxation" of the City Code of Ordinances, providing for tax exemption (the "Ordinance") and provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a Federally-aided Mortgage Loan or an advance or grant from the Authority pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq.) (the "Act");

B. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income senior persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or charge the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low-income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed with financing extended in reliance on such tax exemption.

The City acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation of Low Income Housing Tax Credits and/or receipt of a Mortgage Loan from the Michigan State Housing Development Authority, to construct/acquire and rehabilitate, own and operate a housing project identified as Nelson School Apartments on certain property located at and around 550 West Grand, Muskegon, Michigan in the City (the "Project") to serve low income persons, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

C. Developer has assumed an agreement to purchase a site in the City of Muskegon (550 West Grand) for the construction of a proposed low-income housing project as defined in City Section 82-46 of the Ordinance.

D. Developer and an affiliate of Developer, to be formed, have or will enter into an agreement to form a limited dividend housing association limited liability company to function as

owner of the proposed low-income housing Project. The owning entity to be formed will be identified as GENCAP NELSON LIMITED DIVIDEND HOUSING ASSOCIATION, LLC.

E. The City encourages construction and financing of the said low-income housing project which is identified by the working name of Nelson School Apartments.

F. To further enable and encourage the construction of the housing project, Developer and the City enter into this Agreement.

G. The legal description of the Project is set forth in Exhibit A attached to this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions.

1.1 "Authority" means the Michigan State Housing Development Authority.

1.2. "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.

1.3. "Contract Rents" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.

1.4. "Low Income Persons and Families" means persons and families eligible to move into a housing project.

1.5 "Low Income Housing Tax Credits" means credits allocated under Section 42 of the Internal Revenue Code ("LIHTC")

1.6. "Mortgage Loan" means a Federally-Aided Mortgage or loan or grant made or to be made by the Authority to the Sponsor for the construction and/or permanent financing of the housing project, and secured by a mortgage on the housing project.

1.7. "Net Shelter Rent" means all collected rents on the subject project property accounting for point-in-time vacancies.

1.8. "Sponsor" means GENCAP NELSON LIMITED DIVIDEND HOUSING ASSOCIATION, LLC and any entity that receives or assumes a Mortgage Loan.

1.9. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

1.10 "Low Income" means persons and families whose head of household is at least 55 years of age and income eligible according to MSHDA income standards set by the AMI Limits for Muskegon County PMSA.

2. Grant of Exemption. As contemplated and pursuant to Act 346 of the Public Acts of 1966, as amended, the State Housing Development Authority (the "Act"), the City hereby grants an exemption from all ad valorem property taxes attributable to the buildings which consist of rental units offered to eligible Low-Income seniors and families as defined above.

3. Term of Exemption. This exemption shall continue for the period the housing units remain subject to income and rent restrictions pursuant to Section 42 of Internal Revenue Service Codes of 1986, as amended (IRS Codes), or the Authority Regulatory Agreement not to exceed 25 years. The City agrees to be contractually bound by this Agreement to honor the exemption status of the proposed project as provided herein and in this Agreement for the entire period during which the Project is financed by the Authority or receives low income housing tax credits under Section 42 of the IRS Codes, provided that the said Mortgage Loan or a loan originally financed by the low income housing tax credits continues outstanding as more particularly set forth in Section 82-50(3) of the Ordinance, not to exceed 25 years.

4. Responsibilities of the Developer. The Developer agrees to perform the following:

4.1 The Developer shall pay the service charge and payment in lieu of all ad valorem taxes on or before July 1, of each year during the time the exemption is in effect. The service charge shall equal five percent (5.00%) percent of the net shelter rents charged for all of the LIHTC certified units in the exempt housing project for the preceding calendar year, exclusive of the utility charges paid by the project.

4.2 The Developer agrees to file all information required by the Ordinance and further to meet its obligations to the Authority in connection with the Authority's administration of the low income housing tax credit program.

4.3 In lieu of the requirement to submit a statement of annual shelter rents and/or contract rents within 30 days after December 31, as required by the Ordinance, Developer shall submit an annual audit by April 1st. If not timely filed, and 30 days after notice to Developer of said delinquency, a penalty of 1.25% of the service charge shall be imposed. This penalty shall be collectible in the same manner provided in Section 82-54 of the Ordinance.

5. Interpretation of Financing. The City agrees that the use of low income housing tax credits constitutes financing of the loan by the Authority in fulfillment of the requirements of Section 82-50(3) of the Ordinance.

6. Contractual Effect of Ordinance. Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

7. Payment of Service Charge. The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before April 1st of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq.).

8. Limitation on the Payment of Annual Service Charge. Notwithstanding Section 3, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than Low Income persons as defined in section 1.9 shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

9. Counterparts. This Agreement may be executed in several counterparts and an executed copy hereof may be relied upon as an original.

10. Binding and Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

11. Effective Date. The effective date of this Agreement is the date that Developer or its assignee completes construction and receives a temporary or permanent certificate of occupancy from the City for the Property.

12. Severability. The various sections and provisions of this Agreement shall be deemed to be severable, and should any section or provision of this Agreement be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Agreement as a whole or any section or provision of this Agreement, other than the section or provision so declared to be unconstitutional or invalid.

13. Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Agreement are of no effect to the extent of such inconsistency or conflict.

14. Choice of Law; Venue. This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan. The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.

IN WITNESS WHEREOF, the parties have signed this Agreement on the following page, on the dates indicated.

CITY OF MUSKEGON

By: _____
Ken Johnson
Its: Mayor
Dated: _____

By: _____
Ann Meisch
Its: City Clerk
Dated: _____

**GENCAP NELSON LIMITED DIVIDEND
HOUSING ASSOCIATION, LLC,**
a Michigan LLC

By: **GENCAP NELSON MM, LLC**
Its: Managing Member

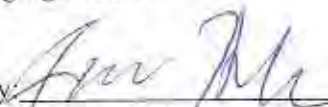
By:  _____
Print: Joshua Hafron
Its: Auth. Signatory
Dated: 10/2/2023

EXHIBIT A
LEGAL DESCRIPTION

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 24, 2023	Title: General Capital Nelson School Family/Workforce Housing Municipal Services Agreement
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: 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.	
Detailed Summary & Background: 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.	
Goal/Focus Area/Action Item Addressed: Goal 2.1: Diverse Housing Types, Goal 4.3 Increased Revenue	
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: Motion to approve the Municipal Services Agreement with GENCAP NELSON LIMITED DIVIDEND HOUSING ASSOCIATION, LLC and authorize the mayor and clerk to sign.	

Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting: Yes ☒ No ☐

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT ("Agreement") is entered into on this ___ day of October 2023 between **GENCAP NELSON LIMITED DIVIDEND HOUSING ASSOCIATION, LLC**, a Michigan LLC its successors and/or assigns (the "Developer") and the **CITY OF MUSKEGON**, 933 Terrace Street, Muskegon, MI 49440 (the "City") is made pursuant to the following terms:

RECITALS

A. Developer has assumed an agreement to purchase a site in the City of Muskegon known as Nelson School Apartments for the construction of a proposed low-income housing project (the "Project").

B. The parties recognize that due to the high concentration of persons residing at the Project that the City will be providing a higher level and greater amount of Municipal Services (as defined in this Agreement) to the Project.

C. The City, through its Police and Fire Departments and otherwise, provides Municipal Services within the City. The Project will have special needs for these types of Municipal Services and Developer acknowledges that such needs may be greater than typically situated residential developments.

D. The Developer desires to guarantee that certain Municipal Services will be provided to the Project during the term that the Payment in Lieu of Tax (hereinafter referred to as the "Contract for Housing Exemption") Ordinance for this Project is in place, such Municipal Services to include, but not be limited to:

1. Emergency services, including police and fire services specifically administered through the City, and, on public streets and sidewalks, maintenance, repair, snow removal, and street lighting; also to include other matters as the City deems necessary;
2. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the Project;
3. Said municipal services shall be provided in the customary way and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Muskegon and City of Muskegon or other applicable jurisdictions or bodies.

(All of the above collectively referred to as "Municipal Services")

4. Nothing in this Agreement shall be deemed to waive any defense to claims based on sovereign or governmental immunity.

AGREEMENT

The parties agree as follows:

1. **Provision of Services.** The City will provide the Municipal Services.
2. **Payment.** The Developer shall pay a service charge on or before July 1, of each year during the time the CONTRACT FOR HOUSING EXEMPTION is in effect. ("Municipal Services Fee"). The Municipal Service Fee shall be three (3%) percent of the net rent adjusted for vacancies received annually, excluding project paid utilities, starting during the calendar year that a unit in the Project is placed in service. The first year shall be pro-rated based on that portion of the City's fiscal year (July 1 – June 30) that any unit is ready to be placed in service.
3. **Term.** Payment for Municipal Services shall commence during the calendar year the CONTRACT FOR HOUSING EXEMPTION Ordinance becomes effective and continue for as long as the CONTRACT FOR HOUSING EXEMPTION is in effect.
4. **Audit.** Developer shall submit, upon request, a copy of the annual audit of the Project prepared by independent CPA's along with the payment of the service charge.
5. **Exclusive Benefit.** The obligations of the Developer hereunder are imposed solely and exclusively for the benefit of the City and no other person or entity shall have the standing to enforce such obligations or be deemed to be beneficiaries of such obligations.
6. **Remedies.** The Developer agrees that if it does not perform its obligations under this Agreement the City is entitled to pursue any and all remedies legal or equitable that it is entitled to under Michigan law. The Developer agrees to be liable for all costs of collection including reasonable attorney's fees and costs incurred by the City in the enforcement of the terms of this Agreement, if Developer is found to be in default of this Agreement by a court of competent jurisdiction.
7. **Assignment.** Upon the written consent of the City, the Developer may transfer or assign its rights and obligations under this Agreement to a buyer ("Transferee") of the Project. The Transferee must agree to assume the Developer's obligations under this Agreement and the Development Agreement which has been executed by the Developer with the City. Upon assignment and assumption of this Agreement by the Transferee (or an affiliate, as provided below), the Developer shall be relieved of any further liabilities or obligations accruing under this Agreement or the Development Agreement. Notwithstanding the foregoing, the Developer may assign this Agreement, without the written consent of the City, to an affiliate of Developer (provided that such affiliate agrees to assume the Developer's obligations hereunder and provided that the Developer and assignee give prior notice of the assignment to the City with evidence that the assignee has agreed to assume the obligations of the Developer).

8. **Severability.** If any term or condition of this Agreement is found to be void, invalid, or unenforceable, the validity or enforceability of the remaining terms and conditions shall not be affected or impaired and will continue in full force and effect.

9. **Notices.** All notices under this Agreement must be in writing and sent to the respective parties as follows:

If to Developer:
Mr. David Weiss
General Capital Group
6938 North Santa Monica Blvd
Fox Point, WI 53217

If to the City:

City of Muskegon
Attn: City Manager
933 Terrace Street
Muskegon, MI 49440

Every notice must be in writing and sent by one of the following methods:

- a. Personal delivery, in which case delivery shall be deemed to occur the day of the delivery;
- b. Certified or registered mail, postage prepaid, return receipt requested, in which case delivery shall be deemed to occur the day it is officially recorded by the U.S. Postal Service that it has delivered it to the intended recipient; or
- c. Next day delivery by a recognized private delivery service such as Federal Express, providing proof of mailing and delivery comparable to certified or registered mail, return receipt requested, in which case delivery shall be deemed to occur upon delivery as recorded by the delivery service.

Either party may change the address provided in this paragraph for itself or its attorney by providing notice of such change to the other party as required in this paragraph.

10. **No Waiver.** No delay, omission, or failure of the City to act under this Agreement or to insist upon strict compliance with any term and condition of this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a waiver of City's right to demand exact compliance with this Agreement. No waiver of any right or remedy of City shall be construed as a bar to or a waiver of any such right or remedy on any future occasion.

11. **Headings.** The headings in this Agreement have only been inserted for convenience and shall not affect the meaning or interpretation of this Agreement. No heading shall have any legal significance of any nature whatsoever.

12. **Binding Effect.** This Agreement shall be binding on the parties, their heirs, successors, and assigns.

13. **Amendments.** There shall be no modification or amendments to this Agreement, including this section, unless they are in writing and signed by all the parties to this Agreement.

14. **Governing Law.** This Agreement has been executed in the State of Michigan, and shall be governed by Michigan law.

15. **Complete Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written representations, negotiations and agreement on the subject matter stated herein.

{Signatures on next page}

Municipal Services Agreement
Signature Page

IN WITNESS WHEREOF, this Municipal Services Agreement is executed as of the day and year first written above.

City of Muskegon

Dated: _____, 2023

By: _____
Ken Johnson, Mayor

Dated: _____, 2023

By: _____
Ann Meisch, City Clerk

**GENCAP NELSON LIMITED DIVIDEND HOUSING
ASSOCIATION, LLC,**
a Michigan LLC

By: **GENCAP NELSON MM LLC,**
Its: Managing Member

By:  _____

Print: Joshua Hafron
Its: Authorized Signatory
Date: 10/2/2023

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 24, 2023	Title: Pivotal Development Harbor View Family/Workforce Housing Contract for Housing Exemption (PILOT)
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: 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 Senior affordable housing complex at and around 122 East Muskegon Avenue.	
Detailed Summary & Background: 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.	
Goal/Focus Area/Action Item Addressed: Goal 2.1: Diverse Housing Types, Goal 4.3 Increased Revenue	
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: Motion to approve the Contract for Housing Exemption with HARBOR VIEW LIMITED DIVIDEND HOUSING ASSOCIATION LLC and authorize the mayor and clerk to sign.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting: Yes ☒ No ☐

CITY OF MUSKEGON

CONTRACT FOR HOUSING EXEMPTION

This Agreement between **HARBOR VIEW LIMITED DIVIDEND HOUSING ASSOCIATION LLC**, a Michigan limited liability company (the "Sponsor") and **CITY OF MUSKEGON**, 933 Terrace Street, Muskegon, Michigan (the "City") is made pursuant to the following terms:

RECITALS

A. The City has adopted Chapter 82, Article II "Taxation" of the City Code of Ordinances, providing for tax exemption (the "Ordinance") and a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a Federally-aided Mortgage Loan or an advance or grant from the Authority pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq.) (the "Act");

B. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income senior persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or charge the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low-income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed with financing extended in reliance on such tax exemption.

The City acknowledges that the Sponsor has offered, subject to receipt of an allocation of Low Income Housing Tax Credits, to construct, own and operate a housing project identified as Harbor View on certain property located at and around 122 W Muskegon Avenue, Muskegon, Michigan in the City (the "Project") to serve low income persons, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

C. Sponsor has assumed an agreement to purchase a site in the City of Muskegon (122 W. Muskegon Avenue) for the construction of a proposed low-income housing project as defined in City Section 82-46 of the Ordinance.

D. Sponsor and an affiliate of Sponsor, to be formed, have or will enter into an agreement to form a limited dividend housing association limited liability company to function as

owner of the proposed low-income housing Project. The owning entity to be formed will be identified as HARBOR VIEW LIMITED DIVIDEND HOUSING ASSOCIATION LLC.

E. The City encourages construction and financing of the said low-income housing project which is identified by the working name of Harbor View.

F. To further enable and encourage the construction of the housing project, Sponsor and the City enter into this Agreement.

G. The legal description of the Project is set forth in Exhibit A attached to this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions.

1.1 "Authority" means the Michigan State Housing Development Authority.

1.2. "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.

1.3. "Contract Rents" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.

1.4. "Low Income Persons and Families" means persons and families eligible to move into a housing project.

1.5 "Low Income Housing Tax Credits" means credits allocated under Section 42 of the Internal Revenue Code ("LIHTC")

1.6. "Mortgage Loan" means a Federally-Aided Mortgage or loan or grant made or to be made by the Authority to the Sponsor for the construction and/or permanent financing of the housing project, and secured by a mortgage on the housing project.

1.7. "Net Shelter Rent" means all collected rents on the subject project property accounting for point-in-time vacancies.

1.8. "Sponsor" means HARBOR VIEW LIMITED DIVIDEND HOUSING ASSOCIATION LLC, and any entity that receives or assumes a Mortgage Loan.

1.9. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

1.9 “ Low Income” means persons and families whose head of household is income eligible according to MSHDA income standards set by the AMI Limits for Muskegon County PMSA.

2. Grant of Exemption. As contemplated and pursuant to the Act, the State Housing Development Authority (the "Authority"), the City hereby grants an exemption from all ad valorem property taxes attributable to the buildings which consist of rental units offered to eligible low-income seniors and families as defined above.

3. Term of Exemption. This exemption shall continue for the period the housing units remain subject to income and rent restrictions pursuant to Section 42 of Internal Revenue Service Codes of 1986, as amended (IRS Codes), or the Authority Regulatory Agreement (the “Regulatory Agreement”) not to exceed 25 years from the time MSHDA has issued an 8609 for the project. The City agrees to be contractually bound by this Agreement to honor the exemption status of the proposed project as provided herein and in this Agreement for the entire period during which the Project is financed by the Authority is subject to the Regulatory Agreement, provided that the said Mortgage Loan or the Regulatory Agreement continues outstanding as more particularly set forth in Section 82-50(3) of the Ordinance, not to exceed 25 years from the time MSHDA has issued an 8609 for the project.

4. Responsibilities of the Sponsor. The Sponsor agrees to perform the following:

4.1 The Sponsor shall pay the service charge and payment in lieu of all ad valorem taxes on or before July 1, of each year during the time the exemption is in effect. The service charge shall equal five percent (5%) percent of the Net Shelter Rent charged for all of the LIHTC certified units in the Project for the preceding calendar year, exclusive of the utility charges paid by the Project.

4.2 The Sponsor agrees to file all information required by the Ordinance and further to meet its obligations to the Authority in connection with the Authority’s administration of the low income housing tax credit program.

4.3 In lieu of the requirement to submit a statement of Annual Shelter Rent and/or contract rents within 30 days after December 31, as required by the Ordinance, Sponsor shall submit an annual audit by April 1st. If not timely filed, and 30 days after notice to Sponsor of said delinquency, a penalty of 1.25% of the service charge shall be imposed. This penalty shall be collectible in the same manner provided in Section 82-54 of the Ordinance.

5. Interpretation of Financing. The City agrees that the use of low income housing tax credits constitutes financing of the loan by the Authority in fulfillment of the requirements of Section 82-50(3) of the Ordinance. [project will not be financed by an Authority loan but will have a permanent loan secured by a mortgage which will meet the requirement]

6. Contractual Effect of Ordinance. Notwithstanding the provisions of section 15(a)(5)

of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

7. Payment of Service Charge. The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before July 1st of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq.).

8. Limitation on the Payment of Annual Service Charge. Notwithstanding Section 3, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than Low Income Persons and Families as defined in section 1 shall be equal to the full amount of the taxes which would be paid on that portion of the Project if the Project were not tax exempt.

9. Counterparts. This Agreement may be executed in several counterparts and an executed copy hereof may be relied upon as an original.

10. Binding and Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

11. Effective Date. The effective date of this Agreement is the date that Sponsor or its assignee completes construction and receives a temporary or permanent certificate of occupancy from the City for the Property.

12. Severability. The various sections and provisions of this Agreement shall be deemed to be severable, and should any section or provision of this Agreement be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Agreement as a whole or any section or provision of this Agreement, other than the section or provision so declared to be unconstitutional or invalid.

13. Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Agreement are of no effect to the extent of such inconsistency or conflict.

14. Choice of Law; Venue. This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan. The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.

IN WITNESS WHEREOF, the parties have signed this Agreement on the following page, on the dates indicated.

CITY OF MUSKEGON

By: _____
Ken Johnson
Its: Mayor
Dated: _____

By: _____
Ann Meisch
Its: City Clerk
Dated: _____

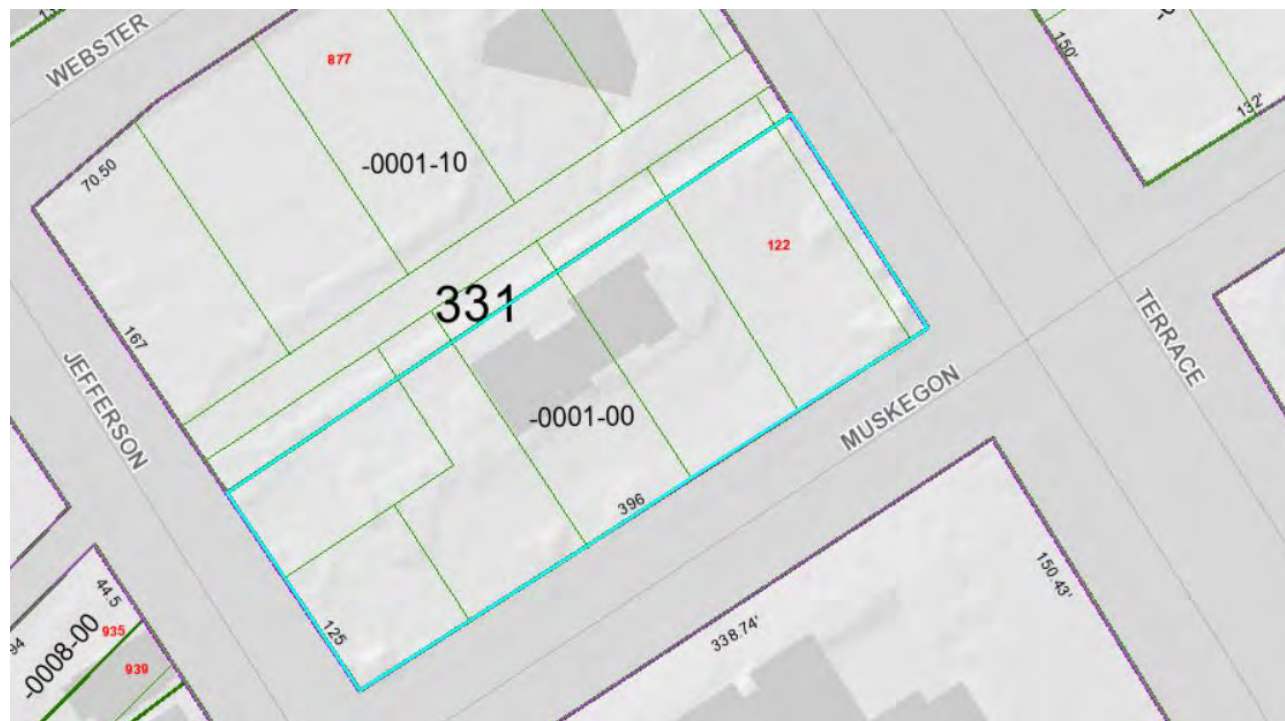
**HARBOR VIEW LIMITED DIVIDEND HOUSING
ASSOCIATION LLC,**
a Michigan limited liability company

By: PHP Harbor View LLC,
an Ohio limited liability company
Its: Managing Member

By: Pivotal GP Holding LLC,
a Georgia limited liability company
Its: Sole Member

By: _____
Name: _____
Its: Authorized Signer

EXHIBIT A
LEGAL DESCRIPTION



CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 331 EX ELY 59 FT
TH'OF ALSO EX N 175 FT

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 24, 2023	Title: Pivotal Development Harbor View Family/Workforce Housing Municipal Services Agreement
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: 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.	
Detailed Summary & Background: 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.	
Goal/Focus Area/Action Item Addressed: Goal 2.1: Diverse Housing Types, Goal 4.3 Increased Revenue	
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: Motion to approve the Municipal Services Agreement with HARBOR VIEW LIMITED DIVIDEND HOUSING ASSOCIATION LLC and authorize the mayor and clerk to sign.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting: Yes ☒ No ☐

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT (“Agreement”) is entered into on this ___ day of O c t o b e r , 2023 between **HARBOR VIEW LDHA LLC , a Michigan limited liability company** its successors and/or assigns (the “Developer”) and the **CITY OF MUSKEGON**, 933 Terrace Street, Muskegon, MI 49440 (the “City”) is made pursuant to the following terms:

RECITALS

A. Developer has assumed an agreement to purchase a site in the City of Muskegon known as 122 W. Muskegon Avenue for the construction of a proposed low-income housing project (the “Project”).

B. The parties recognize that due to the high concentration of persons residing at the Project that the City will be providing a higher level and greater amount of Municipal Services (as defined in this Agreement) to the Project.

C. The City, through its Police and Fire Departments and otherwise, provides Municipal Services within the City. The Project will have special needs for these types of Municipal Services and Developer acknowledges that such needs may be greater than typically situated residential developments.

D. The Developer desires to guarantee that certain Municipal Services will be provided to the Project during the term that the Payment in Lieu of Tax (hereinafter referred to as the “Contract for Housing Exemption”) Ordinance for this Project is in place, such Municipal Services to include, but not be limited to:

1. Emergency services, including police and fire services specifically administered through the City, and, on public streets and sidewalks, maintenance, repair, snow removal, and street lighting; also to include other matters as the City deems necessary;
2. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the Project;
3. Said municipal services shall be provided in the customary way and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Muskegon and City of Muskegon or other applicable jurisdictions or bodies.

(All of the above collectively referred to as “Municipal Services”)

4. Nothing in this Agreement shall be deemed to waive any defense to claims based on sovereign or governmental immunity.

AGREEMENT

The parties agree as follows:

1. **Provision of Services.** The City will provide the Municipal Services.
2. **Payment.** The Developer shall pay a service charge on or before July 1, of each year during the time the CONTRACT FOR HOUSING EXEMPTION is in effect (the “Municipal Service Fee”). The Municipal Service Fee shall be three (3%) percent of the net rent adjusted for vacancies received annually, excluding project paid utilities, starting during the calendar year that a unit in the Project is placed in service. The first year shall be pro-rated based on that portion of the City’s fiscal year (July 1 – June 30) that any unit is ready to be placed in service.
3. **Term.** Payment for Municipal Services shall commence during the calendar year the CONTRACT FOR HOUSING EXEMPTION Ordinance becomes effective and continue for as long as the CONTRACT FOR HOUSING EXEMPTION is in effect.
4. **Audit.** Developer shall submit, upon request, a copy of the annual audit of the Project prepared by an independent CPA’s along with the payment of the Municipal Service Fee.
5. **Exclusive Benefit.** The obligations of the Developer hereunder are imposed solely and exclusively for the benefit of the City and no other person or entity shall have the standing to enforce such obligations or be deemed to be beneficiaries of such obligations.
6. **Remedies.** The Developer agrees that if it does not perform its obligations under this Agreement the City is entitled to pursue any and all remedies legal or equitable that it is entitled to under Michigan law. The Developer agrees to be liable for all costs of collection including reasonable attorney's fees and costs incurred by the City in the enforcement of the terms of this Agreement, if Developer is found to be in default of this Agreement by a court of competent jurisdiction.
7. **Assignment.** Upon the written consent of the City, the Developer may transfer or assign its rights and obligations under this Agreement to a buyer (“Transferee”) of the Project. The Transferee must agree to assume the Developer’s obligations under this Agreement and the Development Agreement which has been executed by the Developer with the City. Upon assignment and assumption of this Agreement by the Transferee (or an affiliate, as provided below), the Developer shall be relieved of any further liabilities or obligations accruing under this Agreement or the Development Agreement. Notwithstanding the foregoing, the Developer may assign this Agreement, without the written consent of the City, to an affiliate of Developer (provided that such affiliate agrees to assume the Developer's obligations hereunder and provided that the Developer and assignee give prior notice of the assignment to the City with evidence that the assignee has agreed to assume the obligations of the Developer).

8. **Severability.** If any term or condition of this Agreement is found to be void, invalid, or unenforceable, the validity or enforceability of the remaining terms and conditions shall not be affected or impaired and will continue in full force and effect.

9. **Notices.** All notices under this Agreement must be in writing and sent to the respective parties as follows:

If to Developer:

Harbor View Limited Dividend Housing Association LLC
9100 Centre Pointe Drive, Suite 210
West Chester, Ohio 45069
Attn: Nick McKee

If to the City:

City of Muskegon
Attn: City Manager
933 Terrace Street
Muskegon, MI 49440

Every notice must be in writing and sent by one of the following methods:

- a. Personal delivery, in which case delivery shall be deemed to occur the day of the delivery;
- b. Certified or registered mail, postage prepaid, return receipt requested, in which case delivery shall be deemed to occur the day it is officially recorded by the U.S. Postal Service that it has delivered it to the intended recipient; or
- c. Next day delivery by a recognized private delivery service such as Federal Express, providing proof of mailing and delivery comparable to certified or registered mail, return receipt requested, in which case delivery shall be deemed to occur upon delivery as recorded by the delivery service.

Either party may change the address provided in this paragraph for itself or its attorney by providing notice of such change to the other party as required in this paragraph.

10. **No Waiver.** No delay, omission, or failure of the City to act under this Agreement or to insist upon strict compliance with any term and condition of this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a waiver of City's right to demand exact compliance with this Agreement. No waiver of any right or remedy of City shall be construed as a bar to or a waiver of any such right or remedy on any future occasion.

11. **Headings.** The headings in this Agreement have only been inserted for convenience and shall not affect the meaning or interpretation of this Agreement. No heading shall have any legal significance of any nature whatsoever.

12. **Binding Effect.** This Agreement shall be binding on the parties, their heirs, successors, and assigns.

13. **Amendments.** There shall be no modification or amendments to this Agreement, including this section, unless they are in writing and signed by all the parties to this Agreement.

14. **Governing Law.** This Agreement has been executed in the State of Michigan, and shall be governed by Michigan law.

15. **Complete Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written representations, negotiations and agreement on the subject matter stated herein.

{Signatures on next page}

Municipal Services Agreement
Signature Page

IN WITNESS WHEREOF, this Municipal Services Agreement is executed as of the day and year first written above.

CITY:

CITY OF MUSKEGON

Dated: _____, 2023

By: _____
Ken Johnson, Mayor

Dated: _____, 2023

By: _____
Ann Meisch, City Clerk

DEVELOPER:

**HARBOR VIEW LIMITED DIVIDEND HOUSING
ASSOCIATION LLC,**
a Michigan limited liability company

By: PHP Harbor View LLC,
an Ohio limited liability company
Its: Managing Member

By: Pivotal GP Holding LLC,
a Georgia limited liability company
Its: Sole Member

By: _____
Name: _____
Its: Authorized Signer

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 24, 2023	Title: Froebel School Sales Agreement to Samaritas
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: 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.	
Detailed Summary & Background: 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.	
Goal/Focus Area/Action Item Addressed: Goal 1.4 Improved Public Spaces, Goal 2.1 Increased Housing Variety Goal 4.3 Increased Revenue	
Amount Requested: \$0	Budgeted Item: Yes ☐ No ☒ N/A ☐
Fund(s) or Account(s): TBD	Budget Amendment Needed: No Yes ☐ No ☒ N/A ☐
Recommended Motion: Motion to approve the Sales Agreement for 417 Jackson to Samaritas for \$1,000.00 as presented.	

Approvals:

Immediate Division Head ☒

Information Technology ☐

Other Division Heads ☒

Communication ☐

Legal Review ☒

Guest(s) Invited / Presenting:

Yes ☒

No ☐



BUY AND SELL AGREEMENT FOR VACANT LAND

Office of NAI Wisinski of West Michigana, Broker, Grand
Rapids (city), Michigan Phone: 616-292-1828
Fax: 616-776-0101

Email: dougt@naiwwwm.com Offer Date: 8/14/2023, (time)

1. **Agency Disclosure.** The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):

☐ Subagent of the Seller ☒ Agent of the Buyer ☐ Dual Agent (with written, informed consent of both Buyer and Seller) ☐ Other
(specify): _____

2. **Buyer's Offer.** The undersigned Buyer hereby offers and agrees to purchase property located in the City of Muskegon, County, Michigan,

Commonly known as 417 JACKSON AVE, MUSKEGON, MI 49442. Permanent Parcel Number 61-24-205-024-0001-00 and legally described as follows:

(the "Land"), together with all fixtures and improvements situated on the Land (the "Improvements"), all of which is collectively referred to herein as the "Premises", except the following:

CITY OF MUSKEGON REVISED PLATE OF 1903 BLKS 25 & 26 ALSO BLK 27 EXCEPT LOTS 6 & 7 ALSO BLK 24

3. **Purchase Price.** The purchase price for the Property is: ONE THOUSAND Dollars (\$1,000.00).

4. **Payment of Purchase Price and Financing.** Complete subparagraph "A" and subparagraph "B".

Terms of Payment. The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").

☒ **Cash.** Buyer shall pay the full purchase price to Seller upon execution and delivery of Quit Claim Deed and performance by Seller of the closing obligations specified in this agreement.

☐ **Land Contract.** Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form, unless the parties mutually agree upon a different form of land contract, upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of \$_____ and payment of the balance \$_____ in _____ installments of \$_____ or more, at Buyer's option, including interest at the rate of _____% per annum computed monthly, interest to start on date of closing, and first payment to become due _____ after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation.

Financing. Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").

☐ **No Financing Contingency.** Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.

☒ **Financing Contingency.** Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within March 31, 2026 (____) days of the Effective Date of this Agreement (the "Financing Contingency Period"). Buyer agrees to diligently pursue in good faith obtaining financing for the purchase of the Premises Buyer is obligated to apply for low income housing tax credits in 2023 and if necessary 2024. If after making such diligent effort Buyer fails to obtain financing for the purchase of the Premises that is acceptable to Buyer within the Financing Contingency Period, then Buyer may terminate this Agreement without liability and receive a refund of any deposit by delivering a written notice of termination to Seller in accordance with this Agreement within the Financing Contingency Period. If Buyer does not deliver a written notice of termination to Seller within the Financing Contingency Period, then Buyer shall be deemed to have waived this financing contingency.

5. **Survey.** In addition, (select one of the following):

☒ A new survey:

☐ ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or

☒ boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or

☐ A recertified survey; or

☐ No new or recertified survey;

shall be ☒ obtained by Buyer at Buyer's expense; or ☐ provided by Seller to Buyer at Seller's expense, within Ninety (90) days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph contained in this Agreement. If Seller is responsible to provide a new or recertified survey under this paragraph and fails to do

so within the required time, then Buyer may order the required survey at Seller's expense. If any matter disclosed in the new or recertified survey (or absent either, an existing survey) adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give seller written notice of the matter within ten (10) days after copies of both such survey and the title commitment (and all exception documents identified in the title commitment) referenced in this written Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) days of receiving notice (the "Survey Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Survey Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

6. **Title Insurance.** At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note that some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give Seller written notice of the matter within ten (10) days after copies of both the title commitment (and all exception documents identified in the title commitment) and survey referenced in this Agreement are delivered to Buyer. If Seller fails to cure the matter within thirty (30) days of receiving written notice (the "Title Commitment Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Title Commitment Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

7. **Inspections.** By signing this Agreement, Buyer is representing that the Buyer is aware that professional services are commercially available at a fee by experts selected by Buyer. The Buyer has elected to arrange and pay for services/investigations, including, but not limited to, the following: ☐ No Inspections ☒ Soil Borings ☒ Zoning ☒ Site Plan Approval ☒ Utilities ☒ Permitting ☐ Other (specify):

The Buyer shall have the right to terminate this Agreement if the due diligence results are not acceptable to the Buyer by giving Seller written notice within one hundred twenty (120) days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether made intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Property "as is" and "with all faults" (whether obvious or concealed) except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

8. **Closing Adjustments.** The following adjustments shall be made between the parties by the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date: a. Prepaid rent and Additional Rent (as defined in the paragraph);
b. Interest on any existing indebtedness assumed by Buyer;
c. Charges for any transferable service contracts assigned to Buyer described in Exhibit D;
d. Utility deposits;
e. Security deposits;
h. Additional Rent (as defined below).

If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt; but Buyer shall not be obligated to file suit to collect such rent and shall reassign the claim to Seller on demand. If any tenants are required to pay percentage rent, charges for real estate taxes, insurance, common area maintenance expenses, or other charges of a similar nature ("Additional Rent"), and any Additional Rent is collected by Buyer after closing attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller's proportionate share of the Additional Rent. Other:

9. **Special Assessments**, and deferred assessments, whether due in installments or otherwise, which are due and payable on or before the closing shall be paid by the Seller. All other special assessments, including deferred assessments, for improvements, now installed, not yet installed, or in the process of being installed, that are first due and payable after the closing shall be paid by Buyer. Other:

10. **Conveyance**. Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Property to Buyer by Quit Claim deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Property includes unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) any/all division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (if no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker 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 closing of sale (date), of the proposed division to create the Premises. Other:

11. **Warranties of Buyer**. Except as otherwise provided or acknowledged in this Agreement, Buyer represents to Seller as follows: a. The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
b. There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.
c. In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.
d. Other:

12. **Warranties of Seller**. Except as otherwise provided or acknowledged in this Agreement, Seller represents to, and agrees with Buyer as follows:
a. Seller's interest in the Property shall be transferred to Buyer on the closing date, free from liens, encumbrances and claims of others.
b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.
c. There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Property.
d.
e. If a statement(s) of income and expense with respect to the operation of the Property is (are) described in Exhibit B, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
f. The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the index of Exhibits:
(1) All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, these items are set forth in the written leases described in Exhibit B.
(2) The rents set forth are being collected on a current basis and there are no arrearages;
(3) No real estate brokerage commission will become owing in the event of any tenant's exercise of any existing option to renew the term of any lease or purchase of the Premises.
g. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
h. Seller is without personal knowledge as to the presence on the Property of any toxic or hazardous substances or of any underground storage tanks.
i. Other: Pers knowledge limited to City of Muskegon without investigation

13. **Damage to Business.** If between the Effective Date and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.
14. **Closing.** The closing shall be held on or before March 31, 2026 (date) and as promptly as practical after all necessary documents have been prepared. An additional period of fifteen (15) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date. Other:
15. **Possession.** Seller shall tender to Buyer possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:
16. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
- a. The Quit Claim deed, land contract or assignment of land contract required by this Agreement.
 - b. A bill of sale for any Personal Property (described in Exhibit "D").
 - c. A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
 - d. An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
 - e. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - f. An accounting of operating expenses including, but not limited to, CAM, taxes, insurance and Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
 - g. Payment of the County and State real estate transfer tax.
 - h. Any other documents required by this Agreement to be delivered by Seller.
17. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
- a. The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
 - b. A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
 - c. Any other documents required by this Agreement to be delivered by Buyer.
18. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
19. **Notices.** Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgement, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested, or (d) upon sending, if sent by email (with a confirmation copy sent the same day by overnight delivery).
20. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.
21. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.
22. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
23. **Earnest Money.** Buyer shall deposit \$ 0 with not applicable, Escrow Agent, [insert name of Broker, Title Company or other] ☐ with this offer or ☒ within ten (10) days after acceptance of this offer, evidencing Buyer's good faith, to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If this offer is not accepted, or the title is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of earnest deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.

24. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Multiple Listing Service (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.

25. **Credit Reports.** Buyer consents that, if not otherwise prohibited, the Broker(s) may give Seller information about the Buyer contained in a credit report that may be furnished to the Broker(s) by a credit reporting agency.

26. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.

27. **Environmental.**

A. **Notice to buyers and sellers (environmental risks).**

Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it, or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.

No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

B. **Environmental reports and assessments.**

- (1) Within thirty (30) days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession to the knowledge of City of Muskegon without investigation relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").
- (2) Buyer shall have a period of ninety (90) days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.
- (3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of thirty (30) days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) days after Seller's deadline for executing or negotiating an amendment to this Agreement.
- (4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.

C. **Nondisclosure.**

- (1) If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental, Great Lakes, and Energy prior to closing unless Buyer obtains prior written consent from Seller.
- (2) If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b(3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.

D. **Other:**

28. **Brokerage Fee.** Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☐ Buyer ☒ Seller agrees to pay a brokerage fee

of \$0.00. This brokerage fee shall be paid in full promptly after it is earned, but not later than closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction is/are an intended third party beneficiary entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:

29. **Other Provisions:**

A) Offer is contingent upon:

1. **Site Plan approval of Buyer's prepared site plan by the municipality.**

2. **Samaritas development partner to obtain MSHDA approval of LIHTC funding not later than March 31, 2026, in the event of any of the contingencies are not properly satisfied at the Buyer's sole discretion, then Buy/Sell is null and void and Buyer has no further obligation under the Buy/Sell agreement and Buyer's Earnest Money deposit is returned immediately.**

B) **Seller to provide copies of all available site plan engineering reports.**

C) **Buyer may freely assign this purchase agreement to a related entity of its choice for the purpose of developing affordable housing.**

D) **Buyer to share all testing reports generated during the due diligence period in the event buyer does not purchase the property**

E) **Property/Building is sold "As Is"**

32. **Time.** Time is of the essence in this Agreement. In any case where a date for performance by either party or a deadline falls on a Saturday, Sunday or federal government holiday, the time for performance or the deadline, as applicable, shall automatically extend until 11:59 p.m. on the next business day. As used in this Agreement, a "business day" shall mean a day other than Saturday, Sunday or a federal government holiday. All other references to "days" in this Agreement shall refer to calendar days. The term "Effective Date" as used in this Agreement shall be the date upon which this Agreement is fully executed (as described below).

30. **Index of Exhibits.** Seller to furnish within () days from Effective Date unless specified below:

Not Applicable	Attached	Exhibit #	Subject	Exhibit to be furnished within <u>30</u> number of days
X		A	Disclosure Regarding Real Estate Agency Relationships	
X		B	Income and Expense with respect to the operation of the Premises	
X		C	Written leases and any tenancies not arising out of written leases	
X		D	Service Contracts	
X		F	Addendum	

31. **By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller.** If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. Buyer gives Broker above named until 5pm (time) 10 days after offer date (date) to obtain Seller's written acceptance of the Buyer's offer.

Buyer: Pinnacle Ventures, LLC

(print name of individual or entity)

Buyer: _____

(print name of individual or entity)

Signature: _____

Signature: _____

Its: Manager

(if Buyer is an entity)

Its: _____

(if Buyer is an entity)

Buyer's Address: _____

Bus. Phone: _____ Fax: _____

Email: _____

32. **SELLER'S ACCEPTANCE** Date: _____ Time: _____ The above offer is hereby accepted as written modified as follows:

By signing below, Seller acknowledges having read and authorizes delivery of this Agreement to Buyer. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. If this Agreement is signed by Seller subject to any modifications, Seller gives Broker above named until _____ (time) _____ (date) to obtain Buyer's written acceptance of Seller's counter offer.

Seller: CITY OF MUSKEGON
(print name of individual or entity)

Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)

Its: _____
(if Seller is an entity)

Seller's Address: _____

Bus. Phone: _____ Fax: _____

Email: _____ 36.

BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If Seller's acceptance of Buyer's offer was subject to a counter offer, Buyer agrees to accept the terms of the counter offer:

as written (with all other terms and conditions of Buyer's offer remaining unchanged); or modified as follows:

If Buyer is accepting a counter offer from Seller as written, the date Buyer signs below becomes the Effective Date. If Buyer is accepting Seller's counter offer subject to any modifications, Buyer gives Broker above named until _____ (time) _____ (date) to obtain Seller's written acceptance of Buyer's counter offer.

Buyer: _____
(print name of individual or entity)

Buyer: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Buyer is an entity)

Its: _____
(if Buyer is an entity)

33. **SELLER'S RECEIPT OF ACCEPTANCE** Date: _____, Time: _____

Seller acknowledges receipt of a copy of Buyer's acceptance of Seller's counter offer (if Seller made a counter offer), or Seller agrees to accept the terms of Buyer's counter offer as written. If Seller is accepting the terms of Buyer's counter offer as written, then the date Seller signs below becomes the Effective Date.

Seller: _____
(print name of individual or entity)

Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)

Its: _____
(if Seller is an entity)

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 24, 2023	Title: PRO Housing Grant Public Hearing
Submitted By: Stevie Parcell	Department: Economic Development/CNS
Brief Summary: The Development Services Division is seeking input from the public regarding the PRO Housing Application.	
Detailed Summary & Background: 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 - o \$1.5 million for rental rehabilitation - o \$2 million for owner-occupied housing - \$6 million to finance the construction or rehabilitation of affordable housing - o \$1 million for acquisition/rehabilitation/resale projects and nonprofit capacity building - o \$4.5 million for construction of new units - o \$.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.	
Goal/Focus Area/Action Item Addressed: <i>2027 Goal 2 Action item 2022-2.4</i>	
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 close the public hearing and record comments provided.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 10/24/2023	Title: Inclusive Rebrand
Submitted By: Deborah Santiago-Sweet	Department: Manager's Office
Brief Summary: 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.	
Detailed Summary & Background: 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.	
Goal/Focus Area/Action Item Addressed: Goal 3: Community Connection Update and implement internal communication policies	
Amount Requested: Up to \$50,000	Budgeted Item: Yes ☒ No ☐ N/A ☐
Fund(s) or Account(s): 101-103-801	Budget Amendment Needed: Yes ☐ No ☒ N/A ☐
Recommended Motion: I move to authorization 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.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☒ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

**CITY OF MUSKEGON
MUSKEGON, MICHIGAN**

REQUEST FOR PROPOSALS FOR AN INCLUSIVE REBRAND

August 28, 2023

City of Muskegon
933 Terrace St
Muskegon, MI 49440

REQUEST FOR PROPOSAL: Inclusive Rebrand

BACKGROUND

The City of Muskegon continues to undergo an urban revival. We are reclaiming our waterfront from past industrial uses, revitalizing urban core neighborhoods, and reinvesting in a new downtown after demolition of a 1970's era shopping mall. Our vision to be a national destination for waterfront living and commerce has reached a new level. Currently over \$1.6 billion dollars is being invested along the lakeshore with more projects in the planning stages. 2023 marks another key turning point in Muskegon's economic sustainability. The deep-water port of Muskegon Lake and Lake Michigan are two crowning natural resource jewels critical to helping revitalize and refresh our beautiful waterfront community.

The city's branding initiative underscores our city's mission statement and equity vision statement.

MISSION: Muskegon, The Premier Shoreline City Offering a Vibrant, Affordable and Ethnically Diverse City Where Citizens Feel Safe, Enjoy Their Neighborhoods and Have Access to Their City Government.

EQUITY VISION: Muskegon is an ethnically diverse city where we embrace differences and value relationships, access to city services and programs is universal, and people are engaged in community building. The diversity of our community is reflected in city businesses, events, boards, commissions and staff.

The current City of Muskegon logo was created several decades ago and currently no brand guidelines, brand story or brand kit exist. To that end, the city would like to pursue development of a brand. The current logo includes a sailboat, a musical instrument, and the iconic Hackley Administration clock tower, all colored purple and light blue (see in Appendix A).

In 2015, the city embarked on a rebranding journey and collaborated with the marketing consultant firm, Revel Inc located in Muskegon, MI. The city selected Revel Inc based on their previous work in the community, and the city never conducted a formal bidding process. Creative design options were developed by Revel and then presented to staff, staff edits were made and then the community was asked to give their feedback in order to inform the selection of a final version. The process of achieving a consensus design became a challenge. Ultimately, no consensus logo was selected. Appendix B includes the previous logos created for the City of Muskegon that were never used. These logos can provide insight into the city's branding history, how it has changed over time, and the branding strategies to move forward.

The City of Muskegon uses the current logo, random various colors and fonts, and the Watch Muskegon brand kit (see Appendix f) for city material.

Currently, the City of Muskegon is beginning a rebranding initiative with a clearer objective. The aim is to create an inclusive brand which embodies the essence of the City of Muskegon's mission and reflects our equity statement.

PROJECT OBJECTIVE

The City of Muskegon 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 of Muskegon. 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

SCOPE OF WORK

The chosen agency will develop a rebranding kit and launch plan for the City of Muskegon with an inclusive process that highlights the City of Muskegon's history and residents.

Rebrand Kit Should Include:

- Development of a City of Muskegon logo and logo variations
- Use of our West Michigan's Shoreline City tagline
 - Note this is also our website URL
- Sub logos for individual departments (see appendix C for example from Lancaster, CA)
 - Unique logo and badge creation for the City of Muskegon Police Department (see appendix D for current logo and badge) and
 - Updated digital versions of Muskegon Fire Department logo and assets
- Brand Assets and Patterns
- Brand Story and Persona
- Color Palette Creation
 - Design a versatile color palette with high contrasting hues to provide the City with greater flexibility in creating branded material
 - Ensure that colors are high-visibility to adhere to literacy accessibility
- Brand Guidelines
 - Ensure the brand guidelines detail how the existing City of Muskegon brands (Trinity Health Arena, Western Market, Farmers Market) should work together (see Appendix E)
 - Ensure the brand guidelines detail how the city should use the Watch Muskegon brand assets alongside the new branding
 - Use standard, easy-to read fonts to improve literacy accessibility and ensure web fonts are selected

Campaign Launch

- Design template for stationary items such as business cards, nametags, etc.
- Integrate the brand into the city's website
- Formulate a launch plan to roll out the rebranding campaign effectively in the following fiscal year (July 1, 2024 – June 30, 2025)

Community Input Process

- Incorporate community feedback and engagement in the rebranding process to ensure inclusivity. Engage with stakeholders in the beginning of the rebranding process, prior to design, to determine major themes and tones to be used in the brand kit.
- Work alongside the City of Muskegon's Community Engagement team to gather intentional input from residents, business owners, youth, and organizations from all areas of the city.

RFP SCHEDULE

RFP Posted: August 28, 2023

Proposals Due: Proposals are due by 2:00p.m. local time on Tuesday, September 12, 2023. They must be sealed and delivered to: Muskegon City Hall, City Clerk's Office, 933 Terrace Street, P.O. Box 536, Muskegon, MI 49443. Proposal envelopes should be marked "Inclusive Rebrand."

PRE-PROPOSAL QUESTIONS

Please direct all questions to Deborah Sweet deborah.sweet@shorelinecity.com

REQUESTED INFORMATION TO BE SUBMITTED

Corporate Information

- Years in operation
- Number of staff and years of experience for each
- Summary of your organization and structure
 - Include your major areas of expertise. Examples: web development, videography, SEO etc.
- Outline of other services your company provides
- Equivalent information for any additional partners in the bid

Additional Information

- A list of up to three similar projects which the firm has completed in the past, including the completion date and the contact persons for each project.
- A description of any information, materials, or services which the firm would expect the City to supply or perform to complete the plan.
- Establish a time-line or work plan including a schedule of proposed meetings with a detail on the amount and level of assistance needed from city staff to complete the plan.
- A complete cost estimate including a "Not-to-Exceed" cost. All costs associated with the successful completion of this plan must be included in the submitted proposal.
- The firm shall provide a description of the brand kit, community input, and campaign launch that will be expected upon completion.
- Provide a preliminary overview of your approach of working with the City of Muskegon
- Describe how you would intend to approach and deliver a brand that reflects the city in terms of diversity, inclusivity, and acceptance.

AGENCY SELECTION CRITERIA

Award shall be made to the qualified vendor whose proposal is determined to be the most advantageous to the city, taking into consideration the evaluation criteria set forth in the request for proposals, by the City Commission. Agency selection will be the sole responsibility of the City of Muskegon and will be undertaken at the sole discretion of the City of Muskegon in accordance with the selection criteria below.

- Agency approach and client services.
- Relevant experience in branding campaigns.
- Proposed pricing.

The City's purchasing policy is established to ensure purchasing activities that are fair and equitable, maximize purchasing value for public funds, and to maintain a procurement system of quality and integrity throughout the procurement process. These policies and procedures are intended to ensure that all city funds are expended in accordance with sound business practices, recorded in compliance with acceptable accounting procedures, and meet the requirements of federal and state agencies that may assist in the financing activities of the City of Muskegon.

LOCAL PREFERENCE

The City Commission may give preference to local vendors as follows.

- Vendors located in the City of Muskegon may be awarded purchases or contracts when the lowest qualified local bid/price is within 2% or less of the lowest qualified non-local bid.
- An additional 0.5% difference in bid amount (for a total of 2.5%) will be considered for those qualified vendors located in the City of Muskegon which are not-for-profit and provide social services to City of Muskegon residents.
- Vendors located in Muskegon County may be awarded purchases or contracts when the lowest qualified local bid/price is within 1% or less of the lowest non-local bid.
- For purchases under \$1,000, local vendors shall be solicited unless valid reasons determine this is not in the best interest of the City.

DISADVANTAGED CONTRACTOR GOALS

The City Commission establishes goals for disadvantaged contractor participation in each trade as follows.

- 14% minority owned businesses
- 7% female owned businesses

A Disadvantaged Contractor Affidavit listing all disadvantaged contractors that were contacted to participate on the project as sub-contractors must be submitted by each bidder. The affidavit must clearly state why each potential subcontractor was not considered for inclusion in the project. A disadvantaged contractor refers to businesses that are owned and controlled by minorities, women, and other socially and economically disadvantaged persons.

CANCELATION OF BIDS OR REQUESTS FOR PROPOSALS

A bid, request for proposal, or other solicitation may be canceled, and any or all bids or proposals may be rejected in whole or in part when it is in the best interest of the city, as determined by the Division Head and supported by the City Manager. Each solicitation issued by the city shall include this notification.

INSURANCE REQUIREMENTS

Vendors and contractors will be required to carry adequate insurance coverage.

Appendix A | City of Muskegon Logo Variations



Appendix B | Past Draft City of Muskegon Designs



Appendix C | Sub Logo Examples

Sub-logos



Appendix D | City of Muskegon Police Department



Appendix E | Existing City Department Logos



Appendix F | Watch Muskegon Brand Kit

City of Muskegon Inclusive Rebrand Scoring Sheet | Completed 9/19/2023

Rank based on scoring											
Scoring Criteria / Company Name	Score Type	Fourth		Fifth		Third		Second		First	
	Weight	Weighted	Raw	Weighted	Raw	Weighted	Raw	Weighted	Raw	Weighted	Raw
		Simply Brandish		Rebranding Experts		This is Worthwhile		Redhead Creative Cons.		Kindred	
Agency approach and client services.	40.00	40	1	40	1	80	2	160	4	200	5
Relevant experience in branding campaigns.	35.00	105	3	105	3	105	3	140	4	140	4
Proposed pricing. (budgeted amount is \$50,000)	25.00	125	5	25	1	75	3	125	5	125	5
Total Scores	100.00	270	9	170	5	260	8	425	13	465	14
Business Location		Rockford		Chicago		Grand Rapids		Lansing		Muskegon	
RFP Budget		\$ 33,760.00		\$ 148,600.00		\$ 70,000.00		\$ 48,000.00		\$ 48,950 - 58,950	
Minority/Female/Local		Unsure or NA		Unsure or NA		Female		Female		Local	

Scoring Guide	1	2	3	4	5
Agency approach and client services.	Does not cover or unclear deliverables, no video, low quality and generalized proposal.	Covers most deliverable areas, no video production mentioned, generalized proposal	Covers all deliverable areas, no video production mentioned, okay proposal	Covers all area of the deliverables, high-quality proposal and passion for the community	Covers all areas of the deliverables, offers video production, high-quality proposal, and passion for the community.
Relevant experience in branding campaigns.	No mention of branding	Mention of smaller branding campaigns	No city/ government branding, but other large branding experience	1 example of city/ government branding and community knowledge.	2+ examples of city/ government branding and community knowledge.
Proposed pricing. (approved budget is \$50,000)	\$100k+	\$85k+	\$70k+	\$60k+	~\$50k

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 24, 2023	Title: Purchase Option for Windward Pointe
Submitted By: Jonathan Seyferth	Department: City Manager's Office
Brief Summary: 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.	
Detailed Summary & Background: 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.	
Goal/Focus Area/Action Item Addressed: Goal 1.4 Improved Public Spaces, Goal 4.3 Increased Revenue	
Amount Requested: \$1,487,500	Budgeted Item: Yes ☐ No ☒ N/A ☐
Fund(s) or Account(s): TBD	Budget Amendment Needed: No Yes ☐ No ☒ N/A ☐

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

Approvals:

Immediate Division Head ☒

Information Technology ☐

Other Division Heads ☒

Communication ☐

Legal Review ☒

Guest(s) Invited / Presenting:

Yes ☒

No ☐

OPTION

For value received, for a two (2) year period commencing upon Parkland Acquisition Six, LLC's ("Parkland's") acquisition of title to the property described on attached **Exhibit A**, the City of Muskegon ("City") shall have the right and option to elect to purchase all or a portion of the ten (10) lot area immediately adjacent to Park P9 (two lots to the west of P9 and eight lots to the east of P9), as long as the purchased area is contiguous to Park P9 and other purchased lots, for the price of \$148,750 per lot. Exercise of this option shall be given in writing to Parkland by certified mail, return receipt requested, before the conclusion of the two-year period and shall be deemed to be given when postmarked. If City does not elect to exercise such option, the City's option under this paragraph shall terminate and Parkland may sell the property to others. Time is of the essence. Closing shall occur within thirty days following the exercise of the option. At Closing, Parkland shall convey marketable title of the property by warranty deed to the City, subject to easements and restrictions of record, in exchange for the purchase price. Any use of the property by the City will be limited to public park purposes.

Dated: October ___, 2023

Offered By: PARKLAND ACQUISITION
SIX, LLC, a Michigan limited liability
company

By: _____
Jonathan L. Rooks
Its: Manager

Dated: October ___, 2023

Accepted By: CITY OF MUSKEGON,
MICHIGAN, a Michigan Municipal
Corporation

By: _____
Kenneth D. Johnson
Its: Mayor

STATE OF MICHIGAN)
)
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this ____ day of October, 2023 by Jonathan L. Rooks, Manager, Parkland Acquisition Six, LLC, a Michigan limited liability company, on behalf of the company, and Kenneth D. Johnson, Mayor, City of Muskegon, a Michigan Municipal Corporation.

Notary Public, _____ County, MI
Acting in Muskegon County, MI
My commission expires: _____

