

CITY OF MUSKEGON

CITY COMMISSION MEETING

SEPTEMBER 26, 2017 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Kitchen 242 Contract Renewal** City Clerk
 - C. Sanitary Sewer Improvements** Department of Public Works
 - D. POLC Collective Bargaining Agreement** City Manager
 - E. Request to Order Phase II Environment Assessment at 920 and 1000 W. Western** Planning & Economic Development
 - F. Desktop Computer Work Stations – Police Department** Public Safety
 - G. Unattended Running Vehicles** Public Safety
 - H. Authorization to Staff to Submit a Transportation Alternative Program (TAP) Agreement** DPW/Engineering
- ☐ **PUBLIC HEARINGS:**
 - A. BID Special Assessment – Resolution Approving District** Planning & Economic Development

☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following: Public Safety

561 Catherine Avenue – Garage Only

216 Allen Avenue

189 Strong Avenue

1750 Pine Street

1526 Terrace Street

B. Request to Amend the Planned Unit Development (PUD) at Terrace Point Circle Planning & Economic Development

C. Request to Amend the Planned Unit Development (PUD) at 3425 Fulton Avenue Planning & Economic Development

D. Approval of the Proposal at 895 4th Street Planning & Economic Development

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

Date: September 20, 2017
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the September 11, 2017 Worksession Meeting and the September 12, 2017 Regular City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, September 11, 2017
5:30 p.m.
City Commission Chambers
933 Terrace Street, Muskegon, MI 49440

MINUTES

2017-72

Present: Gawron, Hood, Warren, German, Rinsema-Sybenga, Johnson, and
Turnquist
Absent: None

Muskegon Lake Area of Concern – WMSRDC Presentation

Kathy Evans, West Michigan Regional Shoreline Development Committee, (WMSRDC) gave a comprehensive presentation to the Commission. The presentation included an update on the progress being made to delist the Muskegon Lake Area of Concern. In addition, an overview of the progress already made to clean up and restore water quality and natural resources as well as large scale contaminated sediment cleanups that will be taking place and a habitat restoration project at Veteran's Memorial Park. Remediation, Restoration, and Revitalization of Muskegon Lake.

Business Improvement District – Renewal Presentation – Downtown Muskegon Now

Dave Alexander, Executive Director of Downtown Muskegon Now, presented information regarding the request for renewal of the Business Improvement District. Recommendations were made for increasing the length of the Assessment and expanding the boundaries of the District, as well as several others. Services that have been in place and will continue, with renewal, were also highlighted.

Muskegon County Youth, Family and Community Millage Presentation

Zachary Anderson, representing the Countywide Youth, Family and Community Millage Committee presented information about the Countywide Millage. The attempt at this millage stems from systemic issues facing Muskegon County youth and gaps in services that can be addressed if the millage passes.

Televising Commission Meetings

The current contract with DSE TV will expire at the end of this year. There was some discussion regarding the future of televised commission meetings and the possibility of opening up the project for proposals/bids.

CLOSED SESSION

Moved by Commissioner Rinsema-Sybenga, second by Commissioner Warren, to go into closed session for the purpose of discussion of labor negotiations.

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

Nays: None

MOTION PASSES

Moved by Commissioner German, second by Commissioner Rinsema-Sybenga to return to open session.

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

Nays: None

MOTION PASSES

ADJOURNMENT: The Worksession meeting adjourned at 10:28 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

SEPTEMBER 12, 2017 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, September 12, 2017. George Monroe, from Evanston Avenue Baptist Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood, Commissioners Ken Johnson, Debra Warren, Byron Turnquist, Willie German, Jr., and Dan Rinsema-Sybenga, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

INTRODUCTIONS/PRESENTATION:

A. Presentation of 2017 Beautification Awards

Recipients of the Residential and Business 2017 Neighborhood Beautification Awards were recognized for their effort in making the city a beautiful place. Those present were presented with a Certificate of Recognition.

2017-73 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve minutes of the August 22, 2017 Regular City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Supplemental MERS Contribution Finance

SUMMARY OF REQUEST: For the fiscal year that ended June 30, 2017, staff conservatively budgeted for pension costs. During the course of fiscal year 2016-17, changes were made to the Non Union group along with the Police Patrol

and the SEIU group that lower the City's required payment costs. The amount the City was expensing each pay period for our pension costs was not adjusted, this created a surplus. At this time staff believes it is appropriate to take this opportunity to make a \$379,042.54 supplemental payment (above the actuarial computed amount) to MERS. This is money that the City would be required to pay MERS eventually. Paying early, while the City is in a position to do so, may help ease some pressure on future city budgets.

FINANCIAL IMPACT: \$379,042.54 supplemental payment to MERS.
\$379,042.54 will be paid from monies already set aside for MERS in the collector fund.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize staff to make a supplemental \$379,042.54 payment to MERS no later than October 31, 2017.

C. MERS Benefit Window City Manager

SUMMARY OF REQUEST: Staff is requesting to open a F53(25) Benefit Window in Division 1 of the MERS Defined Benefit Pension Program. The traditional benefit in this division is F55(25). The window would allow division members to retire up to two years earlier than currently allowed. The Benefit Window would be open from September 1, 2017 through October 31, 2017. Two employees could become eligible at a total cost of \$35,883.

FINANCIAL IMPACT: \$35,883

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the MERS Defined Benefit Plan Adoption Agreement to include a temporary benefit of F53(25) from September 1, 2017 through October 31, 2017.

D. Vinyl Siding Installer Contracts for Fiscal Year 2017 Community & Neighborhood Services Department

SUMMARY OF REQUEST: To authorize Community and Neighborhood Services to enter into a contract with JR Tucker Construction to install vinyl siding at an agreed price of \$52.00 per building square for the Vinyl Siding Program's 2017 fiscal year.

FINANCIAL IMPACT: Funding will be disbursed from the July 1, 2017 – June 30, 2018 Community Development Block Grant Vinyl Siding fund.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the request.

COMMITTEE RECOMMENDATION: The funding for the Vinyl Siding Program was approved by the Citizen's District Council during the 2017 CDBG Grant process.

E. Vinyl Siding Supplier Contract for Fiscal Year 2017 Community & Neighborhood Services Department

SUMMARY OF REQUEST: To authorize Community and Neighborhood Services to enter a new contract with Keene Lumber Company to be the Vinyl Siding Supplier for the 2017 fiscal year. Keene Lumber has agreed to honor the existing contract price of \$46.95 per building square for standard siding.

FINANCIAL IMPACT: Funding will be disbursed from the July 1, 2017 – June 30, 2018 Community Development Block Grant Vinyl Siding fund.

BUDGET ACTION REQUIRED: None at this time

STAFF RECOMMENDATION: To approve the request.

COMMITTEE RECOMMENDATION: The funding for the Vinyl Siding Program was approved by the Citizen's District Council during the 2017 CDBG Grant process.

F. Police Detective Vehicle DPW/Equipment

SUMMARY OF REQUEST: Authorize staff to purchase one Chevy Impala from Berger Chevrolet, the Mi-Deal State contract holder. This will replace the oldest detective vehicle currently being used.

FINANCIAL IMPACT: \$23,612.00

BUDGET ACTION REQUIRED: None. Amount is what was budgeted.

STAFF RECOMMENDATION: Authorize staff to purchase one Chevy Impala from Berger Chevrolet.

G. Leaf Vac DPW/Equipment

SUMMARY OF REQUEST: The Equipment Division is requesting permission to purchase one (1) Leaf Vac coming from Fredrickson Equipment Supply, the sole source dealer for this brand of equipment. Cost for this vac is \$29,000.00 coming from the Equipment Division Fund.

FINANCIAL IMPACT: \$29,000.00

BUDGET ACTION REQUIRED: None. Amount is what was budgeted.

STAFF RECOMMENDATION: Authorize staff to purchase one Leaf Vac from Fredrickson Equipment Supply, the sole source dealer for this brand of equipment.

H. Water Main Purchase and Installation Department of Public Works

SUMMARY OF REQUEST: Authorize staff to purchase and install an 8 inch water main in the alley between Sherman and LeTart from Torrent to McCracken. This project will replace an existing 2 inch galvanized main that has been repaired multiple times. The City of Muskegon Water Department will install the water main using our in-house workforce. Pipe and appurtenances (\$18,316.75) will be

purchased from Etna Supply, excavator rental (\$2,906.00) from MacAllister Cat and contract trench dewatering (\$7,800.00) to Dewind Wells & Dewatering.

FINANCIAL IMPACT: The total cost for material, equipment rental and dewatering is \$29,022.75

BUDGET ACTION REQUIRED: None at this time. Expenditure will be addressed during the 1st quarter reforecast.

STAFF RECOMMENDATION: Approve material purchase from Etna Supply, excavator rental from MacAllister Can, and dewatering from Dewind Wells & Dewatering.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to approve the consent agenda as presented, except items I, J, and K.

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

Nays: None

MOTION PASSES

2017-74 ITEMS REMOVED FROM THE CONSENT AGENDA

I. Selection of the Consultants for the Imagine Muskegon Lake Plan
Planning & Economic Development

SUMMARY OF REQUEST: Imagine Muskegon Lake will be a conceptual plan that focuses on how to better utilize and connect all of the great assets on the Muskegon Shoreline. Staff interviewed three consultants in August and have recommended Nederveld/Williams & Works for selection. Their proposal includes two key stakeholder meetings and one general public workshop. It is anticipated that the plan will be finalized before the end of the calendar year. Staff is recommending these firms because of their experience on similar waterfront projects and also on previous work done for the City, including the City's Form Based Code implementation in 2015.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: The total cost for the consultants is \$40,000. The City will be covering \$9,000 and the rest will be covered by grants.

STAFF RECOMMENDATION: To approve the selection of Nederveld/Williams & Works and authorize staff to sign the contract.

Motion by Commissioner Johnson, second by Commissioner Warren, to approve the selection of Nederveld/Williams & Works and to authorize staff to sign the contract.

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

Nays: None

MOTION PASSES

J. Fund Transfer City Manager

SUMMARY OF REQUEST: FY 2016-17 finished slightly stronger than anticipated. In particular, the police department was nearly \$800,000 under budget and revenues associated with income taxes and rental registrations were up. The net result is an anticipated one-time surplus in the General Fund equal to nearly \$1.2 Million. Staff is recommending that \$1 Million be transferred to the Public Improvement Fund in preparation for a number of anticipated capital needs.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: Amend the 2016-17 Budget to transfer \$1 Million from the General Fund to the Public Improvement Fund.

STAFF RECOMMENDATION: Approve the transfer of \$1 Million from the General Fund to the Public Improvement Fund.

Motion by Commissioner German, second by Vice Mayor Hood, to approve the transfer of \$1 Million from the General Fund to the Public Improvement Fund.

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

Nays: None

MOTION PASSES

K. GVSU Affiliate Agreement City Manager

SUMMARY OF REQUEST: Enter into an affiliate agreement with GVSU to accommodate Commissioner Warren's continued education in the Clinical Dietetics Program.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the affiliate agreement with Grand Valley State University.

Motion by Commissioner Warren, second by Commissioner Rinsema-Sybenga, to approve the affiliate agreement with Grand Valley State University.

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

Nays: None

MOTION PASSES

2017-75 PUBLIC HEARINGS:

A. 2016 Consolidated Annual Performance Evaluation Report (CAPER)

Community and Neighborhood Services Department

<http://www.muskegon-mi.gov/cresources/Public%20Comment%20CAPER.pdf>

SUMMARY OF REQUEST: To conduct a public hearing of the 2016 CAPER projects funded through CDBG and HOME allocations to the City of Muskegon Community and Neighborhood Services Department.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To submit the 2016 CAPER, including any public comments received during the 15 day comment period ending September 19, 2017.

PUBLIC HEARING COMMENCED: No public comments were received.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, close the public hearing and submit the 2016 CAPER, including any public comments received during the 15 day comment period ending September 19, 2017.

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

Nays: None

MOTION PASSES

B. Amendments to the Downtown Development Plan and Tax Increment Finance Plan of the City of Muskegon Planning & Economic Development

SUMMARY OF REQUEST: To hold a public hearing and approve the amendments to the Downtown Development Plan and Tax Increment Finance Plan, which includes removing certain parcels from the plan and adding other certain parcels into the plan. The amendments also include extending the duration of the plan until October 1, 2042.

FINANCIAL IMPACT: It is anticipated that the Downtown Development Authority will capture increased values with future development.

STAFF RECOMMENDATION: To approve the plan amendments.

COMMITTEE RECOMMENDATION: The Downtown Development Authority unanimously approved the plan amendments at their August 8, 2017 meeting.

PUBLIC HEARING COMMENCED: No public comments were received.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson,

close the public hearing and approve the plan amendments.

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

Nays: None

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 6:57 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC, City Clerk

Date: September 26, 2017
To: Honorable Mayor and City Commissioners
From: City Clerk
RE: Kitchen 242 Contract Renewal

SUMMARY OF REQUEST: Our contract with our Kitchen Manager, Renae Hesselink, is set to expire on September 30, 2017. Renae has been instrumental in updating the kitchen, substantially increasing the use of the kitchen, and managing two of the grants we have for the kitchen as well as applying for new grants. At this time, staff is requesting to extend her agreement until the end of the fiscal year, June 30, 2018.

FINANCIAL IMPACT: Continuation of the current agreement.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To extend Renae Hesselink's contract through June 30, 2018.

Proposal: The Management of Kitchen 242 @ the Muskegon Farmers Market

Proposed by: Renae Hesselink, 1137 Woodcrest St. Muskegon 49442 (231) 670-9722

Statement of Work:

Kitchen 242 has been officially open since July 2015. To date the majority of activity in the Kitchen has been culinary classes and several food entrepreneurs. Taking November 2016 as an example and probably the heaviest month in usage that we have had: the kitchen was booked 97 hours out of a possible 696 (excluding the Thanksgiving Holiday), 14% occupancy. Is it realistic that we will fill it 24 hours/day 7 days per week, probably not for a while. Pioneer Resources has been managing the kitchen and doing a very good job at making sure it has been kept clean and booking the schedule, and responding when requests come through. There however has not been much pro-active outreach to engage with potential users other than referring people to the website and touring when requests have come through.

All of that work needs to continue however I believe we can do significant outreach to build visibility and keep the possibility of food business start-ups at the forefront of our community. After researching the support that other incubator commercial kitchens in Michigan (ie: Detroit Kitchen Connect @ Eastern Market and the Starting Block in Hart) we need to do much more to support the start-up businesses utilizing Kitchen 242. My proposal consists of the following:

- Oversee the cleanliness of the Kitchen. Make sure users are properly cleaning up after themselves and monthly have a cleaning service (with commercial kitchen cleaning experience) come in to do a deeper cleaning to clean spaces like the range hood and filters, ovens, underneath equipment, seals around cooler and freezer doors, all that is needed to keep us compliant with food safety requirements in a commercial kitchen. This will become even more important as the activity levels increase. Mostly due to transition at Pioneer Resources, deep cleaning has not occurred except with the floors.
- Work with MDRAD and County Health Department on compliance for licensing, drop-in inspections and resolving any issues that may be found.
- Oversee the installation of another range hood and additional equipment and likely will happen in January 2017.
- Review applications for kitchen use. Keep files organized. Collecting any deposits for kitchen use.
- Walk new users through orientation and make sure they understand their responsibilities as a user.
- Booking reservations on the calendar.
- Invoicing users on a monthly basis for hours used and storage space utilized.
- Creating an on-boarding process for food start-up businesses that not just connects them with potential resources but works closely with them as a support system.
- Working with local retailers to encourage them to bring products from our entrepreneurs in to their stores to sell on their retail shelves.

- Marketing of the kitchen for use as well as the entrepreneurs that are making products to sell. Just started a blog on the www.kitchen242.com website that will feature them.
- Press releases out to the media regularly/monthly
- Continue to work with the chefs and other instructors to plan and coordinate culinary classes. They are entrepreneurs too even though they are not selling a product.
- Become an active member of the Commercial Kitchen Network in the state of Michigan that meets quarterly.
- Work closely with MDARD and MSU Product Center and refer clients to them as well as staying on top of food safety regulations and other hot topics.
- Hold quarterly/maybe monthly meetings inviting all entrepreneurs using the kitchen to network and provide an educational topic (ie: utilizing social media in your business) to help them be successful.
- Create a monthly newsletter as an outreach tool. We held the food entrepreneur workshop back in October 2016 with 44 people attending and calls since then asking when we are going to schedule another one. We should be communicating something to this group of people to keep them interested. A couple of them were very close and knew what they were doing so making sure K242 opportunity is kept in front of them.
- Hold more workshops like the one in October that can help us build our data base,
- Watch for and identify potential funding that may help with programming, equipment or help for the businesses working out of K242.
- Identify community partners and collaborate with them on various fronts. Promoting the kitchen for us, utilizing time in the kitchen for income or in exchange for services they may be able to provide.
- Work closely with the farmers market staff and city staff so that everyone that needs to be in the loop, is.
- Tracking the metrics needed to measure success and potential grant opportunities.
- Attending the Michigan Good Food Summit and the Michigan Made Food Conference and other related events/meetings that make sense and benefit our work at K242.
- Work with Pioneer Resources to establish some light food processing to compliment the gleaning program.
- Working with the Muskegon Area Food Hub pilot project to explore what can happen to utilize Kitchen 242 to supply produce to the food hub.
- Make sure we are compliant with OSHA (SDS) and any safety requirements.

Approach: This would be a part-time approach and I am proposing a period of time through September of 2017 at least, to make significant progress (metrics covered in another section below). The ultimate goal would be to create a full-time kitchen management position that can be paid for by the rental of the space. Implement the business plan. I am proposing a minimum of 20 hours/week initially to create and coordinate the on-boarding process and accomplish some marketing efforts and once a routine is established for some of the supporting systems, 15 hours/week. There will be busier times and I don't

want to remove flexibility from the schedule to miss opportunities. I am used to working on many projects at a time.

Methodology: I believe the best methodology that is needed right now is creating more awareness of 1) existence of the kitchen, 2) food start-up potential use and support. There are so many inexpensive ways to market this through presentations, social media, connecting with other kitchens, promoting with the vendors at the farmers market. Investing time right now into creating the on-board process is another necessity as well as telling the stories of those who are currently using the kitchen. We have a comprehensive business plan that needs to be executed.

While accomplishing all of that we certainly need to keep the kitchen clean and supporting a certain amount of administrative activities.

Qualifications:

- More than 35 years working in a business, 20 years in management roles. Experience in the following areas: purchasing, production control, sales, marketing and sustainability.
- My current work at Nichols is project based so I am used to managing projects and having to be flexible with my schedule as things drop in.
- Bachelor and Master degree in business, undergrad is marketing focused.
- ServSafe certified
- One year at coordinating the culinary classes at Kitchen 242
- Kitchen 242 advisory team. Co-wrote the business plan for Kitchen 242.
- Have been involved in gathering documentation or writing proposals/follow-up for grants received to date for the Kitchen specifically.

Schedule and Benchmarks: I propose that we set our benchmark based on usage in November 2016 which is 14% of the available hours. Moving forward setting the following goals:

Potential Revenue Based on \$15/hour rental fee	
• By April 2017 – 20% usage	\$25,416
• By June 2017 – 25% usage	\$31,770
• September 2017 – 35% usage	\$44,478

Cost: I propose that we set a not to exceed amount of \$35,000 through the end of September 2017. Assuming this would start in January 2017, monthly it would equate to approximately \$3800. Fees to attend conferences and quarterly meetings will come out of my fees.

I would propose that the City be responsible for the following costs:

- On-going cleaning supplies (Pioneer would have an estimate of those costs)

- Monthly Cleaning Contractor for a deep clean and quarterly a few more hours to clean the ovens and range hood (average of \$200/month)
- Annual subscription to Constant Contact (or like system) to be utilized for newsletters and communicating to potential users.
- Any major repairs that are needed.
- Utilities

I would track all of my hours and activities and provide a report monthly.

Payment Schedule: Monthly billing of \$3800 and the schedule may look like this:

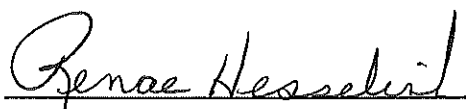
- January 31, 2017 – 25/hours/week (pro-rate \$1900 for January 15 – January 20th)
- February 28, 2017 – 25/hours/week
- March 31, 2017 – 25/hours/week – will be putting classes together for May – December
- April 30, 2017 – 20/hours/week
- May 31, 2017 – 20/hours/week
- June 30, 2017 – 20/hours/week
- July 31, 2017 – 20/hours/week
- August 31, 2017 – 20 hours/week
- September 30, 2017 – 20 hours/week plus attending the Michigan Good Food Summit (additional 12 hours)
- October 31, 2017 – 20/hours/week (plus additional 12 hours for attending the Made in Michigan Food Summit)
- November 30, 2017 – 15 hours/week
- December 31, 2017 – 15 hours/week

Quarterly state-wide kitchen connect meetings and other meetings will be added into this schedule as dates become available.

Doing Business As: An independent contractor under my own name.



Ann Marie Meisch, MMC, City Clerk



Renae Hesselink

AGENDA ITEM NO. _____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: September 26, 2017

SUBJECT: Sanitary Sewer Improvements

SUMMARY OF REQUEST:

Authorize staff to enter into an Engineering Agreement with Prein & Newhof, as per the attached document, to perform the necessary tasks (design, bidding and construction engineering) for the rehabilitation of a portion of the Oak Grove and Clay Hill Sewers. The project consists of lining a 10 inch and 12 inch sewer in the Oak Grove area and lining a 12 inch sewer along with one manhole installations and several lateral relocations in the Clay Hill area.

City staff would like to capitalize on the work already completed by Prein & Newhof as part of the recent Saw Grant.

FINANCIAL IMPACT:

Total Cost \$22,000.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Prein & Newhof.

August 11, 2017
2130349

Mr. Dave Baker, Public Utilities Superintendent
City of Muskegon
933 Terrace Street
Muskegon, MI 49443

RE: Sanitary Sewer Improvements
Oak Grove and Clay Hill Sewer Lining

Dear Mr. Baker:

Thank you for the opportunity to provide the City of Muskegon with a proposal to assist in the rehabilitation of a portion of the Oak Grove and Clay Hill Sewers. We understand that the City of Muskegon is interested in professional engineering services for design, bidding, and construction administration/observation for the project. The proposed project consists of lining the 10 inch sanitary sewer on Evanston from Oak Grove to Eastgate, the 12 inch on Oak Grove from the Alley south of Evanston to Fleming, and the 12 inch in the Alley east of Beidler from 150 ft. south of Hackley to 500 ft. south of Hackley. A new manhole will be installed on the sanitary sewer to receive rerouted laterals approximately 325 ft. south of Hackley.

Scope of Services

For the overall project, we would propose breaking the work activities into three segments for your consideration in order to accomplish your goals. They are:

Design Engineering

- Limited Environmental Impact Assessment to meet S2 requirements
- Inspecting and measuring manholes to prepare for manhole rehabilitation
- Preparing project plan drawings for sewer lining and manhole rehabilitation
- Writing construction specifications
- Assembling bidding and contract documents
- Coordinating permit requirements

Bidding Assistance

Following design, the project will be bid. Our services in this phase will include:

- Advertising & issuing bid packages
- Answering bidder's questions
- Producing addenda
- Accepting & reviewing bids
- Making a contract award recommendation for the City of Muskegon

Bid documents would be available electronically through the Prein&Newhof Plan Room and/or City website. We would anticipate attending the bid opening and meeting to discuss the bidding results with you.

Mr. Baker
August 11, 2017
Page 2

Construction Engineering

Once the City of Muskegon has awarded a construction contract, our services for this final phase would include:

- Facilitate a preconstruction meeting
- Construction administration assistance
- Review Contractor's shop drawings / submittals
- Respond to Contractor's requests for information
- Part-time construction observation (50 hours total)
- Walk-through and punch list
- Produce record drawing
- Update your GIS system from project records

The scope of work is based on an expected six day sewer lining period.

Schedule

We propose to conduct the work activities in a segmented or phased approach. Following the completion of each segment, we will wait until direction is given to continue prior to proceeding to the next phase of the project.

We anticipate design activities can be completed within six (6) weeks after your direction to proceed. The bidding process is anticipated to take approximately five (5) weeks from advertising to award recommendation.

Fees for Services

Based on the assumptions noted above, we have prepared an estimate to complete the specified activities. The estimated cost of services is as follows:

Design Engineering	\$7,000
Bidding Assistance	\$3,500
Construction Engineering	\$11,500

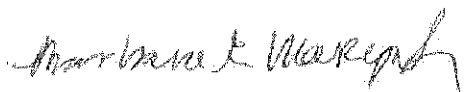
We propose to perform these services at our normal hourly rates plus expenses billed monthly with for a not to exceed cost of \$22,000. We assume no survey is needed for the project at this time

Should additional services be requested by you or required by conditions encountered, we would contact you and obtain your authorization prior to performing such services. Work will be completed in accordance with the enclosed terms of our Professional Services Agreement.

Please contact me if you have any questions.

Sincerely,

Prein&Newhof



Barbara E. Marczak, P.E.

Project No.

Professional Services Agreement

This Professional Services Agreement is made this 11th day of August, 2017 ("Agreement") by and between Prein & Newhof, Inc. ("P&N"), of 4910 Stariha Drive, Muskegon, MI 49441, and City of Muskegon ("Client"), of 933 Terrace Street, Muskegon, MI 49443

WHEREAS Client intends to:

Complete approximately 2,300 ft. of Cured-in-Place Pipe (CIPP) lining in the Oak Grove and Clay Hill Sewers

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

For P&N

Name: Dave Baker
Title: Public Utilities Superintendent
Phone Number: 231-724-4184
Facsimile Number: 231-727-6904
E-Mail Address: dave.baker@shorelinecity.com

Name: Barbara Marczak, P.E.
Title: Team Leader
Phone Number: 231-798-0101
Facsimile Number: 231-798-0337
E-Mail Address: bmarczak@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- ☒ P&N Standard Terms and Conditions for Professional Services
- ☒ P&N Proposal dated August 11, 2017
- ☐ P&N Standard Rate Schedule
- ☐ P&N Supplemental Terms and Conditions
- ☐ Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- ☒ P&N Scope of Services per Proposal dated August 11, 2017

☐ Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

☐ Lump Sum for Services Described in Article 3 above - \$.

Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.

☒ Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed with maximum not to exceed \$22,000 unless authorized by City of Muskegon.

☐ Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

NONE

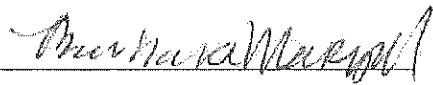
This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Prein&Newhof, Inc.

City of Muskegon

By: 

By: _____

Printed Name: Barbara Marczak

Printed Name: _____

Title: Team Leader

Title: _____

Date: 08/11/2017

Date: _____

City of Muskegon Oak Grove Sanitary Sewer Lining

Protected Grand Total	17	63	38	72	14	8	\$397	276	\$	22,000
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AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: September 19, 2017

RE: POLC Collective Bargaining Agreement

SUMMARY OF REQUEST:

City Staff and Police Officers Labor Council representatives previously agreed upon a new contract that took effect January 1, 2017. Since that time, a number of small issues related to the original tentative agreement have been identified and subsequently reconciled. This is a formal request to incorporate all of the final changes into the attached tentative agreement. The POLC has already ratified the contract and city staff has been enforcing the provisions of the contract since January 1, 2017. The new agreement is beneficial to both parties and is expected to help with police officer recruiting and retention; there is no financial impact on the budget as part of the agreement.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the Collective Bargaining Agreement with the Police Officers Labor Council as presented.

COMMITTEE RECOMMENDATION:

**Police Officers Labor Council (POLC) – Muskegon Police Department-Patrol
Officers Proposals to the Employer, City of Muskegon, on July 13, 2017
Settlement Agreement**

1. All provisions of the CBA effective through December 31, 2016, shall continue except as modified by this proposal and/or any other agreement to changes, or as required by law.

AGREED

2. Section 15-Overtime, Article 2-Training, Paragraph g-FTO Compensation Effective January 1, 2001, Field Training Officers (FTO) shall receive one hour ~~one and one-half hour (1.5)~~ of paid compensation for days when an employee is the FTO.

AGREED*

3. Section 19-Sick Leave, Article 2
Sick leave may be accumulated up to a maximum of one hundred thirty-two (132) days and in no event shall sick leave be accumulated by any employee in excess of one hundred thirty-two (132) days. After an employee has accumulated one hundred thirty-two (132) days of accrued, unused sick leave, then all additional accruals shall be paid annually at the rate of ~~fifty percent (50%)~~ **seventy five percent (75%)** of such accrual in excess of one hundred thirty-two (132) days. All payments due under this section shall be paid annually on January 31 of the calendar year next succeeding the accrual.

AGREED*

4. Section 19-Sick Leave, Article 6, Paragraph (c)
Any injury or illness to the employee's spouse, child, stepchild, ~~(which does not require hospitalization)~~. **Any injury or illness to the employee's** mother, father, mother-in-law or father-in-law, which requires the hospitalization of that individual;

AGREED*

5. Section 19-Sick Leave, Article 7
An employee's absence from work due to duty-connected disability, **incurred in the employment of the City shall receive his straight time salary for the period of said disability and absence, but not to exceed five (5) working days commencing the date of**

~~the injury for which he/she is receiving compensation, shall not be deducted from his/her sick leave unless he/she shall elect to be paid the difference between Workmen's compensation benefits and his/her normal wage or salary, to be paid out of the operating funds of the department involved, In which event said employee's earned sick leave shall be used at the rate of one-third (1/3) sick leave day for each day of such service- connected disability, until such sick leave accumulation has been exhausted, at which time such payments out of the operating funds of the department involved shall cease, unless the City Commission shall authorize an extension of leave in the manner provided in Section 19.8 hereof. Checks for such service connected disability will be issued only upon receipt of a statement signed by the Employer's physician to the effect that the injured employee is unable to perform his/her regular duties or such other temporary tasks available in the framework of the City functions.~~

AGREED*

6. Section 19-Sick Leave, Article 10

Upon termination of employment under honorable conditions, accrued sick leave will be compensated at the rate of ~~one-half~~ **seventy-five percent (75%)** of the value of the accumulated sick leave, providing the employee has worked a minimum of twelve (12) months.

AGREED*

Add 18.7 to read as follows: Employees may cash out any unused vacation time at 100%. The funds may be taken as cash or in contributions to an eligible HCSP or deferred compensation plan. The Union accepts.

Amend 19.8(f) to read as follows: The employer may require verification of sick leave taken in excess of ~~three (3) days~~ twenty-four (24) consecutive hours. This will not preclude the employer from requesting verification of illness of less than ~~three (3) days~~ twenty-four (24) consecutive hours if the employee has shown a pattern which would indicate misuse of sick leave. The Union accepts.

7. Section 20-Holiday Pay, Article 1

The Employer will recognize the following paid holidays:

New Year's Day (January 1)

Labor Day

Good Friday

Veteran's Day

Easter

Thanksgiving Day

Memorial Day

Christmas Day (December 25)

Independence Day

Martin Luther King Day

Christmas Eve

New Years Eve

City counters with adding Martin Luther King Jr Day only. The Union Accepts
The City counters with adding MLK Day, deleting Good Friday and adding 12
hours to floating holiday time. Union accepts.

8. Section 43-Duration and Renewal

This Agreement shall be binding upon the parties hereto, their successors and assigns. The Agreement shall commence as of the first day of January, ~~2014~~ **2017** and terminate as of the 31st day of December, ~~2016~~ **2021**. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

CITY COUNTERS WITH 5 YEAR CONTRACT. The Union accepts.

We counter the Union's proposed changes to Appendix A with the attached proposed Appendix A, which shows a 5% initial increase for all employees with 10 years or less seniority, a 7.5% initial increase for employees with 11-20 years of service, and a 10% initial increase for employees with 21 or more years of service. In years 2-4, the proposed Appendix A shows a 1% raise each year for all levels. In year 5, the proposed Appendix A shows a 3% raise for all levels. The proposed Appendix A also allows for a 1% increase above scale for active neighborhood officers and a 1.5% increase above current scale for all active detectives. The City's proposed Appendix A is contingent on the following changes to the defined benefit pension system: The Union counters with pay increase of 5%, 4%, 3%, 2.5%, 2.5%. The City counters with wage increases of 5%, 2%, 2%, 2.5%, 3%. The Union accepts. WAGE INCREASES TO BE 5%, 2%, 3%, 3%, 3%

Section 34-Defined Benefit Retirement Plan, Article 3-Contribution Rate.

Employees shall contribute six and one-half percent (6.5%) of compensation as defined by MERS. Effective January 1, 2018, Employees shall contribute five and one-half percent (4.0%) of compensation as defined by MERS. Effective January 1, 2019, Employees shall contribute four and one-half percent (3.0%) as defined by MERS. Effective January 1, 2020, Employees shall contribute four percent (4%) of compensation as defined by MERS.

Section 34.4: RETIREMENT BENEFIT: Effective January 1, 2017, the pension multiplier shall be bridged to 2.50% of final average compensation (MERS FAC-3), not to exceed 80% of an employee's final average compensation. The Union counters with 2.67% The City accepts. THE BRIDGE SHALL REQUIRE A FROZEN FAC FOR YEARS OF SERVICE ACRUED PRIOR TO JANUARY 1, 2017.

Section 35-Defined Contribution Retirement Plan, Article 2-Contributions.

Members in this plan shall contribute six (6%) percent of compensation. The City shall contribute ten and one-half (10.5%) percent of compensation. Effective January 1, 2018, the City shall contribute eleven and one-half percent (11.5%) of compensation. Effective January 1, 2019, the City shall contribute twelve and one-half percent (12.5%) of compensation. Effective January 1, 2020, The City shall contribute thirteen percent (13%) of compensation. Compensation shall be Medicare taxable wages as reported on the employee's W-2.

Work on changes to Appendix E – uniforms. Shrinking the list to include essential items only. The Union accepts as presented

Delete Appendix E, replace Section 22.2 with; The Police Department shall supply authorized uniforms (all seasons), accessories, equipment (excluding firearm), long gun(s) and foot wear at the Department's expense. The Police Department will implement a police with a detailed list of items that will be issued/supplied/maintained to sworn police officers during employment. Officers may request specialized uniforms, gear, equipment not provided by the Department, if authorized by the Director of Public Safety, the items may be purchased by the employee.

Accept the union proposal regarding vacation selection provisions to match current practices of selecting vacations prior to selecting shifts (November). However, we would like to limit the time employees can take to select their vacation. We would like to streamline the process to one week. The Union accepts.

Amend the part time employee use/assignment policy to provide more flexibility. The Union rejects the City's last offer and counters with adding "Safebuilt" to the current language (Section 38-Part-time Officers Article 3). CITY WITHDRAWN 6/7/17.

Commission Meeting Date: September 26, 2017

Date: September 21, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Request to order Phase II Environment Assessment at 920
and 1000 W Western

SUMMARY OF REQUEST:

The City has a purchase agreement with Smith Equities for a residential development at these parcels. Known environmental concerns exist and a Phase II environmental assessment will be necessary to move the project forward. Certain contaminants have been identified and data has demonstrated that the soil is contaminated from historic fill materials. The assessment will give the purchaser a better understanding of the limitations and costs related to the environmental conditions on the property. The City has a contract with Envirologic for the United States Environmental Protection Agency's Brownfield Site Assessment Grant; however, this parcel is not eligible for grant funding. Envirologic has quoted the project at \$24,500.

The FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

\$24,500 from the Public Improvement fund.

STAFF RECOMMENDATION:

To approve the request to conduct the Phase II Environmental Assessment with Envirologic.

September 15, 2017

Mr. Mike Franzak
Mr. Frank Peterson
City of Muskegon
933 Terrace
Muskegon, Michigan 49443

Mr. John VanFossen
Smith Development Company
108 South University, Suite 6
Mt. Pleasant, Michigan 48858

Re: 1000 W. Western Marina, Smith Equities, Muskegon—Proposal for Phase II Environmental Site Assessment

Dear Gentlemen:

Pursuant to our previous discussions, Envirollogic Technologies (Envirollogic) has been requested to prepare a scope of work and cost estimate for an environmental assessment of property to support the development of a new residential development (1000 W. Western Marina) adjacent to Hartshorn Marina. The Preliminary Site Plan Layout shows the proposed development to consist of a row of residential units placed across three different parcels of property:

- A portion of Hartshorn Marina, 920 W. Western, owned by the City of Muskegon
- A vacant lot located at 1000 W. Western, owned by the City of Muskegon and formerly part of the Shaw-Walker complex
- A portion of Fricano Place, 1050 W. Western, owned by Hartshorn Holdings, LLC

The proposed investigation is only for the two parcels of land owned by the City of Muskegon.

Known environmental concerns exist at both parcels of land: Hartshorn Marina had a petroleum release from an underground storage tank that has been addressed, and the vacant land at 1000 W. Western remains subject to a Remedial Action Plan and a Restrictive Covenant. In addition, the parcels are subject to an area-wide land use restriction that prohibits the use of groundwater as a drinking water source. The most notable environmental issues potentially affecting the development include the following:

1. Previous environmental investigations identified chlorinated solvents in groundwater at the 1000 W. Western parcel. If these contaminants remain on site, they pose a threat to future development through the vapor intrusion pathway.
2. Soils will be disturbed for new construction, and it would be appropriate to characterize shallow soil (i.e., < 5 feet deep) to determine the nature of soil that will be encountered and removed during redevelopment.
3. Ensuring the proposed development at 1000 W. Western can “fit” with the existing Remedial Action Plan and restrictive covenant.

Mr. Mike Franzak
Mr. Frank Peterson
Mr. John VanFossen
September 15, 2017
Page 2 of 4

To investigate soil and groundwater conditions in the areas where specific development activities are proposed, Envirologic proposes to complete the following activities. Envirologic will place a series of soil borings within the footprint of the proposed residential structures and a few select additional locations. Two soil borings will be placed on the current Hartshorn Marina parcel and seven soil borings on the 1000 W. Western parcel. At each location, a surface soil sample (6 inches below grade) and a shallow soil sample (between 0-4 feet) will be collected for laboratory analysis of metals and polynuclear aromatic hydrocarbons (PNAs). Soil samples will also be collected and analyzed for volatile organic compounds (VOCs) if field screening indicates the potential for such compounds (e.g., staining, odors, or PID readings). A groundwater sample will also be collected from each location for analysis of VOCs.

Soil borings will be installed using a Geoprobe® direct push unit. A temporary groundwater monitoring well will be constructed at each soil boring with 1-inch diameter PVC. Groundwater is expected to be encountered at approximately 15 feet below ground level. Groundwater samples will be collected using a lift pump. Wells will be purged, and water quality parameters (e.g., pH, conductivity, dissolved oxygen, oxidation-reduction potential, and turbidity) will be monitored during purging activities for up to 30 minutes. A groundwater sample will be collected once water quality indicators have stabilized, as detailed in MDEQ's low flow sampling guidance, or after 30 minutes of purging, whichever occurs sooner. On site field work is expected to require up to four days to complete. The attached figure illustrates the approximate locations of the proposed soil borings.

Soil and groundwater samples will be submitted to Trace Analytical of Muskegon for laboratory analyses. Upon receipt of the analytical data, Envirologic will prepare a comprehensive project report. The report will include conclusions and recommendations pertinent to relevant human exposure pathways, including vapor intrusion risks and soil direct contact in particular. If appropriate, the data will also be utilized to support development of a Baseline Environmental Assessment and Due Care documentation.

Envirologic proposes to complete project activities on a time and materials basis. An estimate of the projected cost is provided below and on the following page.

Phase II ESA

Health and Safety, Sampling Plan, Utility Clearance	\$ 1,000
Field Geologist (4 days)	\$ 5,000
Geoprobe (2 days)	\$ 3,000
Laboratory Services	\$ 5,500
Equipment and Supplies.....	\$ 2,500
Report.....	\$ 2,500
Subtotal.....	\$ 19,500

Mr. Mike Franzak
Mr. Frank Peterson
Mr. John VanFossen
September 15, 2017
Page 3 of 4

Baseline Environmental Assessment, Due Care (If Appropriate)

BEA, Due Care.....	\$ 5,000
Subtotal.....	\$ 5,000

ESTIMATED PROJECT COSTS\$ 24,500

It is reasonably expected that the project can be completed within six weeks of receiving authorization to proceed. In addition, a verbal report will be provided following receipt of laboratory data.

If you desire to have Envirologic conduct the aforementioned services, please sign and date one copy of the authorization page and return it to our office. A signed copy of the authorization page will serve as our authorization to proceed. This proposal is subject to the attached terms and conditions.

If you have any questions, comments, or require additional information, please contact our office at (269) 342-1100.

Sincerely,

ENVIROLOGIC TECHNOLOGIES, INC.



David A. Stegink
Associate Vice President

DAS:sns

Mr. Mike Franzak
Mr. Frank Peterson
Mr. John VanFossen
September 15, 2017
Page 4 of 4

AUTHORIZATION

To authorize this project, please e-mail, fax, or mail a signed copy of this signature page to our office.

Re: 1000 W. Western Marina, Smith Equities, Muskegon—Proposal for Phase II Environmental Site Assessment

Authorized Representative:

Signature

Date

Title

Purchase Order No. (if applicable)



LEGEND

● PROPOSED SOIL AND GROUNDWATER SAMPLES



SCALE 1" = 150'
0 50 100 150 300

NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY, PROPERTY BOUNDARIES SHOWN ON THIS MAP
ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND
SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

VACANT PROPERTY

1000 WEST WESTERN AVE.
MUSKEGON, MI 49441

**PROPOSED SOIL AND
GROUNDWATER SAMPLES**


envirollogic
environmental consulting + services
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4945

PROJECT NO.
170175

FIGURE No.

1

PROFESSIONAL SERVICES

Terms and Conditions

The services to be rendered by **Envirologic Technologies, Inc. (Envirologic)** or its divisions in the attached proposal are expressly contingent upon the Client's acceptance of these Terms and Conditions. Any additional or conflicting Terms and Conditions of the Client are hereby expressly objected to and rejected by Envirologic.

1. **Payment.** Envirologic shall invoice Client on a monthly basis for services incurred the previous month. Invoices are due and payable within 30 days of receipt. A service charge of 1.5 percent will be added to all outstanding balances each month they are past due. Envirologic reserves the right, upon 30 days written notice to client, to modify the attached Schedule of Fees. If payment of Envirologic invoices is not maintained on a 30-day current basis, Envirologic may, upon seven (7) days written notice to Client, suspend further performance and withhold any and all data from Client until such invoice payments are restored to a current basis without incurring any liability whatsoever to client.

Client shall be responsible for and pay Envirologic at 1 1/2 times their prevailing rates for any time spent by its personnel in connection with any legal proceedings arising from or relating to services provided under this Agreement, regardless of whether Envirologic is subpoenaed to appear by Client or a third party.

Nothing in this Agreement shall preclude Envirologic from filing a construction lien against Client's property in order to secure the payment provided for in this Agreement.

2. **Additional Work.** Envirologic agrees to modify the work proposal as authorized in writing by the Client. Client agrees to pay Envirologic for any increases in the cost of performing the additional work. Unless otherwise agreed to in writing, the cost of the modifications shall be determined on a time and material basis in accordance with the attached rate schedule.

Costs and schedule commitments shall be subject to renegotiation for delays in performance caused by circumstances beyond the reasonable control of Envirologic including, but not limited to: Acts of God; fire; flood; explosion; war, action, inaction or request of governmental authority; injunction; adverse weather conditions; accident; labor trouble or shortage; inability to obtain material, equipment, fuel or transportation. No liability shall result to either party from the delay in performance caused by the circumstances described above except for the obligation of the Client to pay Envirologic for (i) work performed, and (ii) additional labor, equipment and other costs associated with Envirologic's maintenance of its work force and equipment available during the interruptions. Should any of the circumstance described above occur causing delay, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the work under this Agreement.

Whenever Envirologic is of the opinion that the timely completion of its responsibilities pursuant to this Agreement has been or will be adversely affected by events which are beyond its control, it shall, as soon as practicable orally notify the Client and within ten (10) calendar days thereafter notify the Client in writing, stating the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of these measures.

3. **Site Security and Safety.** Envirologic attempts to conduct its field activities in such a manner as to protect themselves and others from injury. If the Client is aware of special precautions to insure safety, the Client should immediately advise Envirologic. The Client grants to Envirologic, its agents and employees, during the term of this Agreement, reasonable access to the subject premises for the purposes of fulfilling Envirologic's obligations under this Agreement. Envirologic shall comply with any reasonable safety procedures delivered by the Client to Envirologic in writing.

It is hereby further agreed and understood that while Envirologic is on the premises of the Client, Envirologic, its employees and representatives will not unreasonably interfere with the business activities being performed by the Client on or about the premises without the Client's permission. It is further agreed and understood that the employees and representative of the Client will act to reasonably facilitate Envirologic's performance of its obligations under this Agreement.

4. **Utilities.** Client shall be responsible for disconnecting electrical lines, and staking utilities, both private and public, if necessary and assume all responsibility for damage during and after execution of Envirologic's services. In no event shall Envirologic be responsible for additional costs resulting from unknown property conditions.

It shall be the responsibility of Client or its duly authorized representative to disclose the presence and accurate location of all hidden or obscure manmade objects relative to field tests or installations. If Envirologic is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, Envirologic will give special instructions to its field personnel and subcontractors, however, all additional costs caused by the existence of the obstruction(s) shall be paid by Client on a time and material basis. As evidenced by acceptance of this proposal, the Client agrees to indemnify and save harmless Envirologic and subcontractors from all claims, suits, losses, personal injuries, death and property liability, resulting from unusual subsurface conditions or damages to subsurface structures, owned by the Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to Envirologic in writing, and to reimburse Envirologic for expenses in connection with any such claims or suits, including reasonable attorneys' fees.

5. **Property Access.** Client shall arrange and provide such access to the site as is necessary for Envirologic to perform their services. Client shall be solely responsible for all aspects of site security and for obtaining any necessary permission from any third party property owners for use of their lands.

Client hereby agrees to indemnify, defend and hold Envirologic harmless from any damages to Client's or third party's property, except that caused by the gross negligence of Envirologic or its agents. Client acknowledges that certain damage may be caused by Envirologic vehicles and equipment being on site and will hold Envirologic harmless for said damages.

6. **Performance of Services.** Envirologic shall exercise due care in performing its services hereunder and shall render them in accordance with prevailing professional standards and ethics as measured on the date hereof and in the locale of this project in performing services for Client. If Envirologic believes that compliance with Client's requests could violate professional standards, ethics, laws or regulations, Envirologic shall advise Client and a mutually satisfactory solution shall be discussed. If the parties are unable to reach a satisfactory solution, either party may terminate this agreement as stated herein.

7. **Limitation on Warranty.** ENVIROLOGIC DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM SAMPLING OR ANALYTICAL ACTIVITIES. CLIENT IS LIABLE FOR LOSS AND/OR DAMAGES TO THE SURFACE OR SUBSURFACE CAUSED BY SAMPLING OR DRILLING ACTIVITIES OR FOR DAMAGE TO WELLS AS A RESULT OF TRESPASS OR FROM OPERATION SERVICES, INCLUDING BUT NOT LIMITED TO CONTAMINATION OR LOSS OF EQUIPMENT IN WELL, UNLESS SUCH LOSS RESULTS FROM ENVIROLOGIC'S NEGLIGENCE OR WILLFUL MISCONDUCT.

CLIENT ACKNOWLEDGES THAT STATEMENTS IN REPORTS ARE DEEMED TO BE OPINIONS BASED ON PROFESSIONAL JUDGMENT AND THAT ENGINEERING, ENVIRONMENTAL, GEOLOGIC, HYDROGEOLOGIC AND GEOTECHNICAL CONDITIONS FREQUENTLY VARY FROM THOSE ENCOUNTERED AT THE TIMES AND LOCATIONS WHERE DATA ARE OBTAINED BY ENVIROLOGIC. THEREFORE, LIMITED DATA MAY RESULT IN UNCERTAINTY WITH RESPECT TO INTERPRETATION OF THESE CONDITIONS, DESPITE THE USE OF PROFESSIONAL CARE, AND THAT GOVERNMENTAL REGULATIONS RELATING TO HAZARDOUS SUBSTANCE(S) MAY CHANGE OR THEY MAY REQUIRE RESULTS WHICH CANNOT BE ACCOMPLISHED OR ADDITIONAL ACTIVITIES BE CONDUCTED.

8. **UST Site Closure.** Pursuant to Part 213 of NREPA, 1994 PA 451, as amended, if Envirologic shall submit a Release Closure Report to the Michigan Department of Environmental Quality upon confirmation that cleanup standards have been met, said report shall relate to only contaminants identified in the area(s) associated with the reported release set forth in the scope of services and shall only be released when, in Envirologic's best scientific judgment, all applicable cleanup criteria have been met.

9. **Disposal of Contaminated/Hazardous Wastes.** Any hazardous or toxic wastes, pollutants, contaminants or other waste materials encountered by or associated with services provided by Envirologic on this project shall at no time be or become the property of Envirologic. Arrangements for the treatment, storage, transport or disposal of any waste materials, which may be made by Envirologic, shall be construed as being made solely and exclusively on Client's behalf and Client shall indemnify, defend and hold Envirologic harmless from and against any and all liability which arises out of the treatment, storage, transport or disposal of any waste materials. It is agreed and understood that any manifests or other forms required for the disposal of hazardous waste will be properly completed and signed by the Client or a duly authorized representative.

10. **Subcontractors.** Envirologic may, in its own discretion, hire subcontractors on behalf of Client to perform any such portion of the services hereunder. If Client selects its own subcontractor(s), Envirologic shall not be responsible for,
(Revised 5/02)

or in any manner guarantee, the performance of such subcontractor(s) or their agents or employees, nor shall Envirologic be liable for any negligent acts, errors or omissions of said subcontractor.

Estimated subcontractor costs will depend upon their actual current prices. Any increased prices will be passed on to Client.

11. **Term of Agreement.** Envirologic agrees to proceed with implementation of the proposal on a timely basis. However, due to its unknown site conditions and delays in state processing, no definite time period can be established for completion of services.

12. **Confidentiality and Use of Documents.** Envirologic shall retain, as confidential, all information and data furnished to it by Client and/or others which is designated as confidential. Said information shall not be disclosed to any third party except as directed by Client or as required by law or regulation.

Provided that Envirologic has been fully paid for its services, Client shall have the right to copies of all documents, maps, photographs, drawings and reports resulting from services hereunder for purposes reasonably contemplated by the parties. Any work product generated by Envirologic shall remain in its possession.

Reuse of any material described above by Client on extensions of a project or on any other project or by a third party without Envirologic's written consent shall be at Client's or third party's risk and Client agrees to indemnify, defend and hold Envirologic, its employees, agents and subcontractors, harmless from all claims, damages and expenses, including attorney fees, arising out of such use.

13. **Information Provided by Client or Others.** Envirologic shall indicate to Client the information needed for rendering the Services described in each Work Order. Envirologic shall review existing information provided by others and shall give Client its opinion as to the risks associated with reliance on such information. To the extent that Envirologic is required to rely solely upon existing information, without the opportunity for Envirologic to appropriately validate the accuracy and reliability of such information, Client agrees to waive any claim against Envirologic and to indemnify and hold harmless Envirologic from and against any and all claims, damages, losses, liability, and expenses, including attorney's fees, which may arise from errors, omissions or inaccuracies in existing information provided to Envirologic by Client or others.

14. **Rights of Third Parties.** This Agreement shall not create any rights or benefits to parties other than Client and Envirologic.

15. **Indemnification of Client by Envirologic.** Except as otherwise provided herein, Envirologic agrees to indemnify, defend and hold harmless client from all claims, losses, liabilities, damages and expenses, including attorney's fees which may occur as the result of any claims or damages sustained by person or property, arising out of the sole negligence or willful misconduct of Envirologic in the performance of its work.

16. **Indemnification of Envirologic by Client.** Client shall indemnify, defend and hold Envirologic, its agents and employees, harmless against all liability, claims, demands, losses, damages, expenses and costs, including attorney fees that Envirologic may incur by reason of any injury or damage to person or property arising out of the performance of the work, alleged or actual contaminant migration as a result of the work or any prior work performed at the site and for all matters relating to this Agreement except for acts caused by the sole negligent performance of Envirologic under this Agreement.

17. **Insurance.** Upon request, Envirologic shall furnish copies of insurance certificates evidencing that it maintains, at a minimum, the following coverage:

<u>Type</u>	<u>Limits</u>
Worker's Compensation	Statutory
Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
General Liability	\$5,000,000 occurrence
	\$5,000,000 aggregate
Personal & Adv. Injury	\$5,000,000
Products – COMP/OP AGG	\$5,000,000
Umbrella	\$2,000,000 each claim
	\$2,000,000 aggregate
Contractor Pollution	\$5,000,000 total all claims
Automotive Liability	\$1,000,000 combined single limit (ea. accident)

With respect to only such loss, damage, injury, or liability as is covered under the policies of insurance and policy limits identified above, Envirologic agrees to save Client harmless from and against loss, damage, injury, or liability arising directly from the negligent acts or omissions of Envirologic employees, agents, and subcontractors, and their employees and agents. If Client requires higher insurance limits, additional coverage, or performance or payment bonding, Envirologic will endeavor to obtain such coverage, at Client's expense. It is the understanding and agreement of the parties, however, that Envirologic is unable to save Client harmless from and against any loss, damage, injury, or liability arising from any cause, beyond the amount and coverage listed in this section. In addition, Envirologic shall be included as an additional and intended beneficiary under any hold harmless agreements against third-party suits between Client and owner or any other third party, including without limitation any other contractor, subcontractor, or supplier who may perform "Services" or provide material in connection with any study or report or design prepared by Envirologic.

In no event shall Envirologic be responsible for any incidental, indirect, special, punitive, impact, consequential damages (including but not limited to loss of profits) or cost of defense incurred by Client or any third party, except as otherwise provided herein.

All claims, including claims for indemnification, whether based upon contract, tort, breach of warranty, professional negligence, or otherwise, shall be deemed waived unless the claim is made within the time required under insurance coverage provided, by Envirologic. Non-insured claims must be made within one (1) year after completion of that work or event giving rise to the claim.

18. **Compliance With Laws.** The Client shall be responsible for notifying all appropriate Federal, State, municipal or other governmental agencies of the existence of any hazardous, toxic or dangerous materials located on or in the site, or discovered during the performance of this Agreement.

19. **Equal Employment.** Envirologic is an Equal Opportunity Employer and shall not discriminate against any employee or applicant for employment based on race, color, religion, sex or national origin.

20. **Waiver.** No waiver, discharge or renunciation of any claim or right of Envirologic arising out of breach of this Agreement by Client shall be effective unless in writing, signed by Envirologic.

21. **Termination.** Either party may terminate this Agreement without cause upon seven (7) days written notice to the other party. In the event of termination, Client shall pay Envirologic for all costs incurred to date plus reasonable costs associated with termination of the work.

22. **Complete Agreement.** These terms and conditions together with the proposal to perform work and rate schedule constitute the complete and entire agreement between the parties. Any modification thereto must be in writing signed by both parties.

23. **Governing Law.** This proposal and its terms and conditions shall be interpreted under and governed by the laws of the State of Michigan.

COMMISSION MEETING DATE: September 26th, 2017

Date: September 25th, 2017

To: Honorable Mayor and City Commissioners

From: Director of Public Safety Jeffrey Lewis

RE: Desk top computer work stations - Police Department

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the amount of \$24,570.00 for thirty nine (39) desk top computers (CPU) for the police department (\$630.00 ea.) These upgraded/enhanced CPU's, will replace the current computers that are approximately seven (7) years old, which cannot be serviced, and no longer meet the standards of the software required to operate within the police department.

The new machines are configured with the latest storage technology (*solid state drive*) built for speed. They have the memory to handle multi-tasking; they also will run the latest Windows 10 operating system from Microsoft.

Dell is the chosen supplier as the City is enlisted in a state and local government contract with Dell computers. The machines in this proposal come heavily discounted due to the relationship and purchase volume the City has with Dell. The City uses Dell at the server, networking, storage and computer level (*see attached price quote- 092517*).

FINANCIAL IMPACT:

N/A – Budgeted

BUDGET ACTION REQUIRED:

Equipment was budgeted in the 2017/2018 (need to adjust 1st quarter budget report to support the equipment price increase (*5700 – Capital Outlays*))

STAFF RECOMMENDATION:

Staff recommends approval of this equipment purchase to update & enhance essential desk top computers for all bureau's within the police department.



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$24,570.00

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000017781258.1	Sep. 25, 2017	Oct. 25, 2017	12875276

Company name:	Customer number:	Phone:
CITY OF MUSKEGON	3923456	(231) 724-3345

Sales rep information:	Billing Information:
Jeff Keyes	CITY OF MUSKEGON
Jeff_Keyes@Dell.com	933 TERRACE ST
(800) 456-3355	MUSKEGON
Ext: 5139959	MI 49440
	US
	(231) 724-3345

Pricing Summary

Item	Qty	Unit Price	Subtotal
OptiPlex 3050 SFF	39	\$630.00	\$24,570.00
Subtotal:			\$24,570.00
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$24,570.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$24,570.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Jeff Keyes

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
JASON BOES	(616) 724-6737	Standard Ground	933 TERRACE ST MUSKEGON MI 49440-1348 US

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 3050 SFF	39	\$630.00	\$24,570.00
	Estimated delivery date: Sep. 28 - Oct. 2, 2017			
	Contract No: 99AGZ			
	Customer Agreement No: MHEC-07012015			
210-AKHP	OptiPlex 3050 Small Form Factor BTX	39	-	-
338-BKYY	Intel Core i5-7500 (QC/6MB/4T/3.4GHz/65W); supports Windows 10/Linux	39	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	39	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	39	-	-
370-ADJU	8GB (1x8GB) 2400MHz DDR4 Memory	39	-	-
400-ANPQ	256GB 2.5inch SATA Class 20 Solid State Drive	39	-	-
401-AANH	2nd Hard Drive: not included	39	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	39	-	-
325-BBRJ	DVD+/-RW Bezel, Small Form Factor	39	-	-
429-AAJV	Tray load DVD Drive (Reads and Writes to DVD/CD)	39	-	-
385-BBCR	No Media Card Reader	39	-	-
555-BBFO	No Wireless	39	-	-
555-BBFO	No Wireless	39	-	-

382-BBBZ	No Add On Card	39	-	-
321-BCJW	OptiPlex 3050 SFF with 180W Standard Power Supply (APFC)	39	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	39	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	39	-	-
470-AAJL	NO ADAPTER	39	-	-
817-BBBC	Not selected in this configuration	39	-	-
525-BBCL	SupportAssist	39	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	39	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	39	-	-
658-BBRB	Waves Maxx Audio	39	-	-
658-BBRB	Waves Maxx Audio	39	-	-
658-BCUV	Dell Developed Recovery Environment	39	-	-
575-BBBI	No Integrated Stand option	39	-	-
620-AALW	OS-Windows Media Not Included	39	-	-
387-BBCG	No ESTAR	39	-	-
631-ABFE	No Out-of-Band Systems Management	39	-	-
461-AAEI	No Chassis Intrusion Switch	39	-	-
575-BBGD	Bracket for 2.5 inch Hard Drive Disk, Small Form Factor, OptiPlex	39	-	-
332-1286	US Order	39	-	-
340-ABJI	No Diagnostic/Recovery CD media	39	-	-
340-BKBT	PLCMT,DOC,3050,SFF,DAO	39	-	-
551-BBBJ	No Intel Responsive	39	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	39	-	-
329-BBJL	TPM Enabled	39	-	-
389-BDQH	Retail POD	39	-	-
340-BKFK	Ship Material for Opti 5050 SFF	39	-	-
389-BBUU	Shipping Label for DAO	39	-	-

658-BBTV	CMS Essentials DVD no Media	39	-	-
389-BLSV	Intel Core i5 Processor Label	39	-	-
461-AABF	No CompuTrace	39	-	-
450-AAOJ	System Power Cord (Philipine/TH/US)	39	-	-
389-BRLH	MOD,LBL,REG,SFF,JSD2,3050,APFC	39	-	-
800-BBIP	Desktop BTS/BTP Shipment	39	-	-
998-CHWW	Fixed Hardware Configuration	39	-	-
803-8583	Dell Limited Hardware Warranty Plus Service	39	-	-
803-8590	Onsite Service After Remote Diagnosis 3 Years	39	-	-
			Subtotal:	\$24,570.00
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$24,570.00

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

COMMISSION MEETING DATE: September 26th, 2017

Date: September 15th, 2017

To: Honorable Mayor and City Commissioners

From: Director of Public Safety Jeffrey Lewis

RE: Unattended Running Vehicles

SUMMARY OF REQUEST:

The Director of Public Safety requests that the City Commission review and authorize the adoption of the Unattended Running Vehicle Ordinance. Note: City Ordinance - Chapter 92, Article V will be included with this adoption. The Director also requests that all level 1-5 parking violations have extended time to pay parking penalties.

FINANCIAL IMPACT:

N/A

BUDGET ACTION REQUIRED:

N/A

STAFF RECOMMENDATION:

Staff recommends adoption of the Unattended Running Vehicle Ordinance and all level 1-5 parking violations have extended time to pay parking penalties.

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. _____**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter 92, Article V is amended to add (LO14) which shall read as follows:

(LO14) A person shall not allow a motor vehicle to stand on a highway or places open to the public unattended without engaging the parking brake or placing the vehicle in park, stopping the motor of the vehicle, and removing and taking possession of the ignition key. If the vehicle is standing upon a grade, the front wheels of the vehicle shall be turned to the curb or side of the highway. This section does not apply to a vehicle that is standing in a place and is equipped with a remote start feature, if the remote start feature is engaged.

This ordinance adopted:

Ayes: _____
Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the ____ day of _____, 2017, 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 an in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2017

Ann Marie Meisch, MMC
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2017, the City Commission of the City of Muskegon amended Chapter 92, Article V adding LO14.

Section 92-71(LO14) prohibits allowing an unattended motor vehicle on any street or other place open to the public without first engaging the parking brake or stopping the engine, locking the ignition, and removing or taking possession of the ignition key.

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

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

CITY OF MUSKEGON

Published: _____, 2017

By: _____
Ann Marie Meisch, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

City of Muskegon
Muskegon County, Michigan
Ordinance No. _____

THE CITY OF MUSKEGON ORDAINS:

Section 92-73, "Parking violations bureau; minimum parking fines," of the Code of Ordinances, City of Muskegon, Michigan is hereby repealed and replaced by the following:

Sec. 92-73. Parking violations bureau; minimum parking fines.

(1) Pursuant to the provisions of state law MCL 600.8395, there is hereby established within the city a parking violations bureau to accept pleas of responsible in motor vehicle parking violation cases and to collect and retain fines and costs as prescribed by ordinance.

(2) Upon pleading responsible or being found responsible by a court, the fines for parking violations shall be as follows:

(2.1) Level 1 parking violations.

Code 92-71(1)	Offense
LO1	Violation of angle parking/backed into space signs
LO2	Too far from curb
LO2	Parking facing traffic
LO3	Loading zone, Passenger zone (bus/taxi cab zone)
w	Parking overtime
x	Meter Parking

The penalties for level 1 parking violations are as follows:

If paid within 14 days	If paid after 14 days but before 21 days	If paid after 21 days but before 30 days	After 30 days
\$10.00	\$20.00	\$30.00	\$60.00

(2.2) Level 2 parking violations.

Code § 92-71(1)	Offense
-----------------	---------

Code § 92-71(1)	Offense
a	Parking on sidewalk
b	Blocking driveways
c	Within an intersection
e	In a crosswalk
f	Within 20 feet of a crosswalk or within 15 feet of property lines at intersection
g	Too close to a flashing beacon, stop sign, yield sign, traffic control signal, or other traffic sign
h	In a safety zone
i	Too close to railroad
j	Too close to fire station entrance
k	Parking: obstruct traffic
m	Parking on a bridge or in a tunnel
n	Posted prohibited parking; parking violation of any posted signs
o	Parking within 500 feet of an accident
p	Parking in front of a theater
q	Blocking emergency exits
r	Blocking fire escape
v	Within 500 feet of a fire or fire apparatus (except volunteers and vehicles legally parked before the fire)
y	Obstruct mail delivery
z	Alley parking
LO4	Front and side yard parking
LO7	Parking on terrace or parkway
LO9	2a—6a parking prohibited
LO10	Commercial vehicles
LO11	Unattached trailers and semitrailers
LO12	Display of “for sale” sign while parked on city street or terrace
	Other violations
L014	Unattended Vehicles (Running)

The penalties for level 2 parking violations are as follows:

If paid within 14 days	If paid after 14 days but before 21 days	If paid after 21 days but before 30 days	If paid after 30 days
\$15.00	\$30.00	\$45.00	\$70.00

(2.3) Level 3 parking violations.

Code §92-71(1)	Offense
d	Too close to a fire hydrant
l	Double parking
LO6	Parking outside the lines

Code §92-71(1)	Offense
LO8	Parking in a public park after 11:00 p.m. and before 5:00 a.m.
LO13	Prohibited off-road vehicular traffic
	Other violations in any city parks

The penalties for level 3 parking violations are as follows:

If paid within 14 days	If paid after 14 days but before 21 days	If paid after 21 days but before 30 days	After 30 days
\$20.00	\$40.00	\$60.00	\$80.00

(2.4) Level 4 parking violations.

Code §92-71(1)	Offense
LO5	Parking within 50 feet of a public boat launch

The penalties for level 4 parking violations are as follows:

If paid within 14 days	If paid after 14 days but before 21 days	If paid after 21 days but before 30 days	After 30 days
\$55.00	\$65.00	\$75.00	\$85.00

(2.5) Any other violation of the parking provisions which are not listed in the above schedules shall be considered level 2 parking violations and shall carry the penalties set forth above for level 2 violations, except that:

- a) Code § 92-71(1)(s)(t)(u). Spaces for disabled persons. Unlawful parking in a space reserved for persons with disabilities as defined in applicable state law shall carry a minimum of \$105.00, which shall increase to \$210.00 after the first 14 days after the violation, and \$315.00 after 30 days; and
- b) Code § 92-71(1)(aa). Fire lane. Unlawful parking in a fire lane shall carry a minimum of \$30.00, which shall increase to \$60.00 after the first 14 days, after 21-30 days the violation will be \$90.00 and \$120.00 after 30 days.

This ordinance adopted:

AYES:

NAYS:

ABSENT:
Adoption Date:
Effective Date:
First Reading:
Second Reading:

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC City Clerk

Date: September 26, 2017
To: Honorable Mayor and City Commissioners
From: DPW-Engineering
RE: Authorization to Staff to Submit a Transportation
Alternative Program (TAP) Grant Application

SUMMARY OF REQUEST:

Authorize staff to submit a TAP grant application by adopting the attached resolution.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Adopt the attached resolution.

COMMITTEE RECOMMENDATION:

RESOLUTION _____

RESOLUTION AUTHORIZING CITY STAFF TO SUBMIT A GRANT APPLICATION REQUESTING FUNDING TO THE STATE OF MICHIGAN UNDER THE TAP (TRANSPORTATION ALTERNATIVE PROGRAM) PROGRAM TO COMPLETE THE MUSKETAWA TRAIL CONNECTION.

Moved by _____ and supported by _____

Commissioner _____ that the following Resolution be adopted:

Adopted this _____ day of _____, 2017.

BY

Stephen J. Gawron, Mayor

ATTEST

Ann Meisch, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on _____, **2017**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By _____
Ann Meisch, City Clerk

Commission Meeting Date: September 26, 2017

Date: September 21, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: BID Special Assessment – Resolution Approving District

SUMMARY OF REQUEST:

The Downtown Business Improvement District (BID) Board is requesting that the special assessment district for downtown properties be expanded and renewed. The previous BID district was approved for one year on two separate occasions. It is now proposed to expand the district to include more parcels, modify the property classifications and rates and to extend the approval for three years. The assessments will continue to go towards various downtown expenditures, including sidewalk snow removal, spring/fall cleanup and landscaping, events, directional signs and marketing/advertising. The BID assessment includes both a "Class A" and a "Class B" district. Please note that on April 25, 2017, the BID Board voted to amend the BID Bylaws to define a "Class B" property as "Properties located within the Downtown Muskegon Business Improvement District which are currently used for, or zoned for industrial or manufacturing." The word "automotive" was removed from the definition, moving that category of property to "Class A." The BID Board also recommends to raise the amount per square footage on "Class B" properties from \$0.02/sf to \$0.04/sf and to raise the cap from \$750 to \$2,000. The cap on "Class A" properties was recommended to be raised from \$3,000 to \$4,000.

FINANCIAL IMPACT:

The City will contribute \$25,000 per year towards Downtown Muskegon Now as an administrative fee.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached resolution approving the special assessment district and authorize the Mayor and Clerk to sign. Also, to appoint two Commissioners to the Board of Assessors.

CITY OF MUSKEGON

Resolution No. _____

Resolution At First Hearing Creating Special Assessment District For Downtown Muskegon
Business Improvement District (BID) Location and Description of Properties to be assessed:
See Exhibit A attached to this resolution

RECITALS:

1. By resolution of the City Commission, a hearing has been held on September 26, 2017, at 5:30 p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held on September 26, 2017, there were _____ objections by the owners of the property in the city registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost, including all assessable expenses, and determines them to be reasonable.
2. The City Commission has considered the value of the property to be assessed and the value of the benefit to be received by each property to be assessed in the district for downtown improvements and services. The City Commission determines that the assessments of costs of the City project will enhance the value of the property to be assessed in an amount at least equivalent to the assessment and that the improvement thereby constitutes a benefit and remove a burden from the property associated with the services and improvements to the property.

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include all of the property included in Exhibit A.
2. The City Commission determines to proceed with the special assessment.
3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners _____ and _____ and the city Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon a benefit basis.
4. It is hereby determined that, based on the estimates of cost for services and improvements downtown, the City will levy a special assessment in the said district on "Class A" Properties, as defined in the BID Bylaws, for an annual assessment of \$0.08/sf with no assessment to exceed \$4,000 and "Class B" Properties, as defined in the BID Bylaws, for an annual assessment of \$0.04/sf with no assessment to exceed \$2,000 commencing with the Winter 2017 tax bill.

5. Upon Submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes _____

Nays _____

CITY OF MUSKEGON

By _____
Ann Marie Meisch, Clerk

By _____
Stephen J. Gawron, Mayor

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on September 26, 2017. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public acts of 1976.

CITY OF MUSKEGON

By _____
Ann Marie Meisch, Clerk

Exhibit A

Location and Description of Properties to be Assessed

Attachment A - Location and Description of Properties to be Assessed

PARCEL NO.	PROPERTY ADDRESS	OWNER	NUMBER	STREET	CITY	STATE	ZIP	SF_of_Lot	ASS'MT AMT	%_of_Assessed Properties	ass'mt based on sq ftage	CLASS
24-138-000-0104-00	297 W CLAY AVE 104	JANSKI LLC		PO BOX 1225	MUSKEGON	MI	49443	1261.26	100.90	0.035497718	0.002839817	A
24-204-000-0000-00	333 W WESTERN AVE	NEW TREND INVESTMENTS LLC	8868	WATER ST	MONTAGUE	MI	49437	9280.54	742.44	0.261197530	0.020895802	A
24-205-174-0004-00	750 PINE ST	BOLEN DAVID L		PO BOX 113	ROTHBURY	MI	49452-0113	19140.00	1531.20	0.538688559	0.043095085	A
24-205-174-0008-00	772 PINE ST	WITT LEE A TRUST	1501	RUDDIMAN DR	MUSKEGON	MI	49445	4224.00	337.92	0.118882992	0.009510639	A
24-205-175-0001-00	111 W WESTERN AVE	J E REAL ESTATE CO LLC	111	W WESTERN AVE	MUSKEGON	MI	49442	27142.00	2171.36	0.763902030	0.061112162	A
24-205-175-0006-00	121 W WESTERN AVE	FIRST GENERAL CREDIT UNION	589	E ELLIS RD	MUSKEGON	MI	49441	16005.00	1280.40	0.450455088	0.036036407	A
24-205-175-0010-00	790 TERRACE ST	DISSELKOEN JACK	3315	REAL STREET	HOUSTON	TX	77087	13719.00	1097.52	0.386116423	0.030889314	A
24-205-175-0015-00	806 TERRACE ST	RIEGLER PROPERTIES LLC	808	TERRACE ST	MUSKEGON	MI	49440-1123	3780.00	302.40	0.106386769	0.008510941	A
24-205-175-0016-00	820 TERRACE ST	CZM PROPERTIES LLC	700	TERRACE POINT RD #400	MUSKEGON	MI	49440	11616.00	929.28	0.326928229	0.026154258	A
24-205-175-0018-00	118 W CLAY AVE	VERIZON INC	401	MERRITT 7	NORWALK	CT	6851	17424.00	1393.92	0.490392343	0.039231387	A
24-205-175-0020-00	98 W CLAY AVE	SEARER JAMES M	907	N SANDALWOOD CIR	MUSKEGON	MI	49441	1881.00	150.48	0.052940083	0.004235207	A
24-205-175-0021-00	777 PINE ST	ELENBAAS HOLDINGS LLC	777	PINE ST	MUSKEGON	MI	49442	15576.00	1246.08	0.438381034	0.035070483	A
24-205-176-0001-00	860 TERRACE ST	FRONTIER COMMUNICATIONS	407	MERRITT 7	NORWALK	CT	6851	82148.22	4000.00	2.312032719	0.184962618	A
24-205-176-0003-00	103 W CLAY AVE	NOORDYK WILLIAM TRUST	2700	KENOWA NW	GRAND RAPIDS	MI	49544	5874.00	469.92	0.165321661	0.013225733	A
24-205-176-0005-00	121 W CLAY AVE	JILLIAN & JORDAN LLC	675	RICHMOND NW	GRAND RAPIDS	MI	49504	4884.00	390.72	0.137458460	0.010996677	A
24-205-177-0005-00	794 PINE ST	COREPARK INVESTMENTS LLC	1985	E LAKETON AVE	MUSKEGON	MI	49442	22235.00	1778.80	0.625796244	0.050063699	A
24-205-186-0006-00	830 PINE ST	GILL EASTER JONES	1215	SPRING ST	MUSKEGON	MI	49442-3553	1452.00	116.16	0.040866029	0.003269282	A
24-205-186-0007-00	840 PINE ST	GILL EASTER JONES	1215	SPRING ST	MUSKEGON	MI	49442-3553	2904.00	232.32	0.081732057	0.006538565	A
24-205-186-0009-00	860 PINE ST	E J E PROPERTIES LLC	14126	GREEN ST	GRAND HAVEN	MI	49417	16045.00	1283.60	0.451580874	0.036126470	A
24-205-187-0001-00	833 PINE ST	JERVISS-FETHKE INSURANCE AGENCY INC	71	W WEBSTER AVE	MUSKEGON	MI	49440	3960.00	316.80	0.111452805	0.008916224	A
24-205-187-0003-00	839 PINE ST	GILL EASTER JONES	1215	SPRING ST	MUSKEGON	MI	49442-3553	3960.00	316.80	0.111452805	0.008916224	A
24-205-187-0005-00	845 PINE ST	GILL EASTER JONES	1215	SPRING ST	MUSKEGON	MI	49442-3553	3168.00	253.44	0.089162244	0.007132980	A
24-205-187-0006-00	849 PINE ST	GILL EASTER JONES	1215	SPRING ST	MUSKEGON	MI	49442-3553	2436.00	194.88	0.068560362	0.005484829	A
24-205-187-0007-00	71 W WEBSTER AVE	FETHKE KAREN J TRUST	1201	MILLS AVE	MUSKEGON	MI	49445	14700.00	1176.00	0.413726323	0.033098106	A
24-205-187-0016-00	908 TERRACE ST	AUTHORITY BASE VALUE	888	TERRACE ST	MUSKEGON	MI	49440	1320.00	105.60	0.037150935	0.002972075	A
24-205-188-0004-00	928 TERRACE ST	BK MUSKEGON PROPERTIES LLC	4220	EDISON LAKES PKWY	MISHAWAKA	IN	46545	46264.00	3701.12	1.302083986	0.104166719	A
24-205-188-0011-00	944 TERRACE ST	1ST ASSURED PROPERTIES INC	2081	LETART AVE	MUSKEGON	MI	49441	4620.00	369.60	0.130028273	0.010402262	A
24-205-188-0012-00	952 TERRACE ST	SWIATEK TRUST	4778	RUSSELL RD	MUSKEGON	MI	49445	13860.00	1108.80	0.390084818	0.031206785	A
24-205-188-0013-00	8 W WALTON AVE	8 W WALTON LLC	8	W WALTON AVE	MUSKEGON	MI	49440	9240.00	739.20	0.260056546	0.020804524	A
24-205-189-0010-00	896 PINE ST	WILSON EUDORA B JR	8812	62ND AVE	COLLEGE PARK	MD	20740	3480.00	278.40	0.097943374	0.007835470	A
24-205-313-0005-00	435/441 W WESTERN AVE	PH HOLDING LLC		PO BOX 388	MUSKEGON	MI	49443	12904.00	1032.32	0.363178535	0.029054283	A
24-205-313-0006-00	451 W WESTERN AVE	COREPARK INVESTMENTS LLC	111	W WESTERN AVE	MUSKEGON	MI	49442	9240.00	739.20	0.260056546	0.020804524	A
24-205-314-0001-10	477 W WESTERN AVE	475 W WESTERN AVE LLC	1887	HOLTON RD STE D-279	MUSKEGON	MI	49445	1500.00	120.00	0.042216972	0.003377358	A
24-205-315-0001-00	521 W WESTERN AVE	BABBITT E C/P R TRUST	4473	CHERRYWOOD CT	MUSKEGON	MI	49441	13860.00	1108.80	0.390084818	0.031206785	A
24-205-315-0003-00	545 W WESTERN AVE	HERITAGE MEMORIAL GARDEN	4473	CHERRYWOOD COURT	MUSKEGON	MI	49441	13860.00	1108.80	0.390084818	0.031206785	A
24-205-315-0004-00	555 W WESTERN AVE	INGALLS REAL ESTATE ACQ. LLC	555	W WESTERN AVE	MUSKEGON	MI	49440	11823.00	945.84	0.332754171	0.026620334	A
24-205-315-0005-00	561 W WESTERN AVE	MUSKEGON HERITAGE ASSOC	561	W WESTERN AVE	MUSKEGON	MI	49440	5487.00	438.96	0.154429682	0.012354375	A
24-205-315-0005-10	557 W WESTERN AVE	CBT ENTERPRISES LLC	1003	W MAIN ST	FREMONT	MI	49412	1185.00	94.80	0.033351408	0.002668113	A
24-205-315-0006-00	563 W WESTERN AVE	3M INVESTMENTS LLC	565	W WESTERN AVE STE B	MUSKEGON	MI	49440	9235.00	738.80	0.259915822	0.020793266	A
24-205-316-0001-00	587 W WESTERN AVE	EBEE PROPERTIES LLC	1685	68TH ST SE	CALEDONIA	MI	49316	12320.00	985.60	0.346742061	0.027739365	A
24-205-316-0004-00	591 W WESTERN AVE	NORTH EAST BUSINESS ASSOC LLC	5691	17 MILE RD	CEDAR SPRINGS	MI	49319	3360.00	268.80	0.094566017	0.007565281	A
24-205-316-0005-00	593 W WESTERN AVE	MUSKEGON LAKEVIEW CONDOS LLC	15877	LAKE AVE	GRAND HAVEN	MI	49417	10920.00	873.60	0.307339554	0.024587164	A
24-205-316-0007-00	605 W WESTERN AVE	WESTERN AVE LLC	605	W WESTERN AVE	MUSKEGON	MI	49440	3354.00	268.32	0.094397149	0.007551772	A
24-205-316-0008-00	607 W WESTERN AVE	WESTERN AVE LLC	605	W WESTERN AVE	MUSKEGON	MI	49440	4486.00	358.88	0.126256890	0.010100551	A
24-205-316-0009-10	609 W WESTERN AVE	EMP LLC	16149	BAIRD CT	SPRING LAKE	MI	49456	2744.00	219.52	0.077228914	0.006178313	A

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24-205-317-0007-00	1208 8TH ST	JACOBSEN MICHAEL H TRUST	35	RESEARCH DR STE 300	ANN ARBOR	MI	48103	24222.00	1937.76	0.681719659	0.054537573	A
24-205-317-0009-10	600 W CLAY AVE	MILL STREET GROUP LLC	35	RESEARCH DR STE 300	ANN ARBOR	MI	48103	2464.00	197.12	0.069348412	0.005547873	A
24-205-318-0001-10	683 W WESTERN AVE	GRAND TRUNK LLC	1007	MOORINGS CT	N MUSKEGON	MI	49445	2254.00	180.32	0.063438036	0.005075043	A
24-205-318-0003-00	1250 9TH ST	STRONG LEIGH JR/LINDA	2084	MARYLAND	MUSKEGON	MI	49441	21120.00	1689.60	0.594414961	0.047553197	A
24-205-321-0001-00	665 W CLAY AVE	WWG HOLDINGS LLC	665	W CLAY AVE	MUSKEGON	MI	49440	27720.00	2217.60	0.780169637	0.062413571	A
24-205-321-0004-00	699 W CLAY AVE	WWG HOLDINGS LLC	665	W CLAY AVE	MUSKEGON	MI	49441	27580.00	1782.40	0.776229386	0.062098351	A
24-205-321-0007-00	1288 9TH ST	RELIABLE TOWING INC	1288	9TH ST	MUSKEGON	MI	49441	41758.00	3340.64	1.175264203	0.094021136	A
24-205-321-0012-00	1237 8TH ST	WWG HOLDINGS LLC	665	W CLAY AVE	MUSKEGON	MI	49440	13400.00	1072.00	0.377138280	0.030171062	A
24-205-322-0002-00	611 W CLAY AVE	MOORE BRENDA M	611	W CLAY AVE	MUSKEGON	MI	49440	9147.60	731.81	0.257455980	0.020596478	A
24-205-322-0003-00	623 W CLAY AVE	REAL EQUITIES LLC	203	CUTLER ST	SPRING LAKE	MI	49456	18388.00	1471.04	0.517523784	0.041401903	A
24-205-322-0005-00	639 W CLAY AVE	REAL EQUITIES LLC	203	CUTLER ST	SPRING LAKE	MI	49456	17424.00	1393.92	0.490392343	0.039231387	A
24-205-323-0006-00	585 W CLAY AVE	J & J CORNER PROPERTIES LLC	585	W CLAY AVE	MUSKEGON	MI	49440	5247.00	419.76	0.147674967	0.011813997	A
24-205-329-0001-00	885 JEFFERSON ST	HENNESSY HOLDING LLC	1074	JEFFERSON ST	MUSKEGON	MI	49440	17325.60	1386.05	0.487622910	0.039009833	A
24-205-330-0001-00	835 TERRACE ST	CIHAK CHARLES W/LINDA B	835	TERRACE ST	MUSKEGON	MI	49440	8392.00	671.36	0.236189884	0.018895191	A
24-205-330-0002-00	165 W CLAY AVE	165 CLAY LLC		PO BOX 809	MUSKEGON	MI	49443	4997.00	399.76	0.140638805	0.011251104	A
24-205-330-0004-00	173 W CLAY AVE	DOOM INVESTMENTS LLC	2034	LAKESHORE DR	MUSKEGON	MI	49441	6864.00	549.12	0.193184862	0.015454789	A
24-205-330-0008-00	896 JEFFERSON ST	896 JEFFERSON LLC		PO BOX 809	MUSKEGON	MI	49443	8976.00	718.08	0.252626359	0.020210109	A
24-205-330-0010-00	136 W WEBSTER AVE	136 WEBSTER LLC	648	MONROE AVE NW STE 101	GRAND RAPIDS	MI	49503	17424.00	1393.92	0.490392343	0.039231387	A
24-205-331-0001-00	122 W MUSKEGON AVE	SQUARE TWO DEVELOPMENT LLC	950	28TH ST SE B-200	GRAND RAPIDS	MI	49508	42125.00	3370.00	1.185593288	0.094847463	A
24-205-331-0001-10	877 TERRACE ST	FIFTH THIRD BANK	38	FOUNTAIN SQ PLAZA MD 10ATA1	CINCINNATI	OH	45263	58695.00	4000.00	1.651950102	0.132156008	A
24-205-332-0008-00	935 JEFFERSON ST	HAIRITAGE PROPERTIES LLC	1768	BAYVIEW DR	MUSKEGON	MI	49441	4183.00	334.64	0.117729062	0.009418325	A
24-205-333-0001-00	221 W WEBSTER AVE	HUNTINGTON BANK		P O BOX 182334	COLUMBUS	OH	43218-2334	92696.00	4000.00	2.608896272	0.208711702	A
24-205-351-0005-00	275 W MUSKEGON AVE	SPIRIT SPE PORTFOLIO CA C-STORES LL	1410	COMMONWEALTH DR SUITE 202	WILMINGTON	NC	28403	17424.00	1393.92	0.490392343	0.039231387	A
24-205-351-0007-00	1100 3RD ST	VENTURE ONE MANAGEMENT LLC	1100	3RD ST	MUSKEGON	MI	49441	8712.00	696.96	0.245196172	0.019615694	A
24-205-365-0001-00	1144 3RD ST	MARTELL MANAGEMENT LLC	210	HODENPYL RD SE	GRAND RAPIDS	MI	49506	117612.00	4000.00	3.310148317	0.264811865	A
24-205-367-0001-00	1115 3RD ST	PIONEER RESOURCES INC	601	TERRACE ST #100	MUSKEGON	MI	49440	4356.00	348.48	0.122598086	0.009807847	A
24-205-367-0011-00	1141 3RD ST	AGUILAR LUIS	8726	S HUSTON	CHICAGO	IL	60617	2352.00	188.16	0.066196212	0.005295697	A
24-205-367-0011-10	1147 3RD ST	1145 3RD STREET LLC		PO BOX 809	MUSKEGON	MI	49443	6228.00	498.24	0.175284866	0.014022789	A
24-205-367-0012-00	1137 3RD ST	LEMKE DELORES J/LEMKE KIM A	1137	3RD ST	MUSKEGON	MI	49441	4536.00	362.88	0.127664122	0.010213130	A
24-205-367-0013-00	1133 3RD ST	NAP DEVELOPMENT LLC	950	28TH ST SE B200	GRAND RAPIDS	MI	49508	4176.00	334.08	0.117532049	0.009402564	A
24-205-367-0014-00	1129 3RD ST	MJ PLACE LLC	3497	MACARTHUR RD	MUSKEGON	MI	49442	1386.00	110.88	0.039008482	0.003120679	A
24-205-367-0015-00	1125 3RD ST	LINK BRAD D	1125	3RD ST	MUSKEGON	MI	49441	5805.00	464.40	0.163379680	0.013070374	A
24-205-367-0016-00	1121 3RD ST	SQUARE TWO DEVELOPMENT	950	28TH ST SE B200	GRAND RAPIDS	MI	49508	1584.00	126.72	0.044581122	0.003566490	A
24-205-379-0001-00	1157 3RD ST	S & R KADO LLC	2513	VISTA POINT CT NW	GRAND RAPIDS	MI	49534	17424.00	1393.92	0.490392343	0.039231387	A
24-205-379-0011-00	1185 3RD ST	INTNATL. AUTO GROUP LLC	1185	3RD ST	MUSKEGON	MI	49441	17820.00	1425.60	0.501537624	0.040123010	A
24-205-555-0001-00	100 W WESTERN AVE	THEBO JOYCE M REVOCBLE LIVING TRUST	45995	MEADOW CIRCLE E	MACOMB	MI	48044	16103.00	1288.24	0.453213263	0.036257061	A
24-205-556-0001-00	149 SHORELINE DR	HOT ROD HARLEY DAVIDSON	149	SHORELINE DR	MUSKEGON	MI	49440	296454.83	4000.00	8.343616778	0.667489342	A
24-205-562-0001-00	715 TERRACE ST	MOKA CORPORATION	715	TERRACE ST	MUSKEGON	MI	49440	93218.40	4000.00	2.623599036	0.209887923	A
24-205-563-0006-00	902 3RD ST	HUME PROPERTIES LLC	900	3RD ST STE 302	MUSKEGON	MI	49440	56437.31	4000.00	1.588408213	0.127072657	A
24-205-563-0008-10	372 MORRIS AVE	MORRIS ST LLC	425	W WESTERN AVE SUITE 200	MUSKEGON	MI	49440	313632.00	4000.00	8.827062178	0.706164974	A
24-205-563-0008-11	340 MORRIS AVE	MUSKEGON GSA LLC	6641	WEST BROAD ST STE 101	RICHMOND	VA	23230	47579.91	3806.39	1.339119809	0.107129585	A
24-205-566-0009-00	428 W WESTERN AVE	PARKLAND HUDSONVILLE LLC	75	W WALTON AVE #A	MUSKEGON	MI	49440	11648.00	931.84	0.327828858	0.026226309	A
24-205-566-0013-00	442 W WESTERN AVE	G & Z PROPERTIES LLC	442	W WESTERN AVE	MUSKEGON	MI	49440	2741.20	219.30	0.077150109	0.006172009	A
24-205-566-0014-00	446 W WESTERN AVE	446 W WESTERN AVE LLC	446	W WESTERN AVE	MUSKEGON	MI	49440	4168.60	333.49	0.117323779	0.009385902	A
24-205-567-0001-10	450 W WESTERN AVE	450 W WESTERN LLC	4880	RAMBLING CREEK DR	MUSKEGON	MI	49441	7858.22	628.66	0.221166834	0.017693347	A
24-205-567-0001-20	490 W WESTERN AVE	PORT CITY CIO BLDG	490	W WESTERN AVE	MUSKEGON	MI	49440	7195.14	575.61	0.202504681	0.016200374	A
24-205-567-0001-40	500 W WESTERN AVE	500 WEST WESTERN AVE LLC		PO BOX 1051	MATTHEWS	NC	28106	9448.16	755.85	0.265915136	0.021273211	A

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24-205-567-0001-50	955 3RD ST	PARKLAND ACQUISITION LLC	75	W WALTON AVE STE 1	MUSKEGON	MI	49440	69696.00	0.00	1.961569373	0.156925550	A
24-233-000-0001-00	387 MORRIS AVE	DOWNTOWN MUSKEGON DEV CO	425	W WESTERN AVE STE 200	MUSKEGON	MI	49440	24572.00	1965.76	0.691570286	0.055325623	A
24-233-000-0002-00	401 MORRIS AVE	DOWNTOWN MUSKEGON DEV CO	425	W WESTERN AVE STE 200	MUSKEGON	MI	49440	24571.79	1965.74	0.691564375	0.055325150	A
24-233-000-0004-00	360 W WESTERN AVE	RUSSELL BLOCK DEV LLC		PO BOX 732	MUSKEGON	MI	49443-0732	7805.11	624.41	0.219672072	0.017573766	A
24-233-000-0005-00	356 W WESTERN AVE	CENTURY CLUB DEV LLC		PO BOX 732	MUSKEGON	MI	49443-0732	5581.67	446.53	0.157094136	0.012567531	A
24-233-000-0006-00	350 W WESTERN AVE	BLIND PIG PROPERTIES LLC	800	FIRST ST #357	MUSKEGON	MI	49443	4889.49	391.16	0.137612974	0.011009038	A
24-233-000-0007-00	351 W WESTERN AVE	DOWNTOWN MUSKEGON DEV CO	425	W WESTERN AVE STE 200	MUSKEGON	MI	49440	21714.00	1737.12	0.611132882	0.048890631	A
24-233-000-0008-00	379 W WESTERN AVE	SIDOCK PROPERTIES LLC	42650	GRAND RIVER AVE	NOVI	MI	48374	22542.00	1803.36	0.634436651	0.050754932	A
24-233-000-0012-00	325 W WESTERN AVE	DOWNTOWN MUSKEGON DEV CO	425	W WESTERN AVE STE 200	MUSKEGON	MI	49440	7945.21	635.62	0.223615137	0.017889211	A
24-233-000-0013-00	307 W WESTERN AVE	DOWNTOWN MUSKEGON DEV CO	425	W WESTERN AVE STE 200	MUSKEGON	MI	49440	16477.87	1318.23	0.463763848	0.037101108	A
24-233-000-0014-00	299 W WESTERN AVE	DOWNTOWN MUSKEGON DEV CO	425	W WESTERN AVE STE 200	MUSKEGON	MI	49440	8223.06	657.84	0.231435128	0.018514810	A
24-233-000-0015-00	295 W WESTERN AVE	DOWNTOWN MUSKEGON DEV CO	425	W WESTERN AVE STE 200	MUSKEGON	MI	49440	8213.94	657.12	0.231178448	0.018494276	A
24-233-000-0024-00	292 W WESTERN AVE	DOWNTOWN MUSKEGON DEV CO	425	W WESTERN AVE STE 200	MUSKEGON	MI	49440	42503.25	3400.26	1.196239001	0.095699120	A
24-233-000-0025-00	376 W WESTERN AVE	RUSSELL BLOCK DEV LLC		PO BOX 732	MUSKEGON	MI	49443-0732	3172.95	253.84	0.089301560	0.007144125	A
24-432-000-0001-00	380 W WESTERN AVE	MUSKEGON CHAMBER BLDG LLC	300	WASHINGTON AVE STE 200	GRAND HAVEN	MI	49417	15289.80	1223.18	0.430326036	0.034426083	A
24-485-000-0000-00	878 JEFFERSON ST	JEFFERSON PROF CONDOMINIUM	878	JEFFERSON ST	MUSKEGON	MI	49440	36432.00	2914.56	1.025365809	0.082029265	A
24-605-000-0001-00	939 3RD ST	PARKLAND ACQ. LLC (2/3 INT)	75	W WALTON	MUSKEGON	MI	49440	67884.00	4000.00	1.910571271	0.152845702	A
24-792-000-0001-00	316 MORRIS AVE	HINMAN LAKE LLC	750	TRADE CENTRE WAY STE 100	PORTAGE	MI	49002	239828.00	4000.00	6.749874592	0.539989967	A
24-205-174-0002-00	67 W WESTERN AVE	WITT LEE A CREDIT TRUST	1501	RUDDIMAN DR	MUSKEGON	MI	49445	50529.60	4000.00	1.422137795	0.113771024	A
24-205-174-0009-00	28 E CLAY AVE	WITT LEE A TRUST	1501	RUDDIMAN DR	MUSKEGON	MI	49445	49222.80	0.00	1.385358370	0.110828670	A
24-205-186-0001-00	9 E WEBSTER AVE	EJE PROPERTIES LLC	14126	GREEN ST	GRAND HAVEN	MI	49417	44866.80	3589.34	1.262760284	0.101020823	A
24-205-186-0025-00	805 SPRING ST	EJE PROPERTIES LLC	14126	GREEN ST	GRAND HAVEN	MI	49417	6098.40	487.87	0.171637320	0.013730986	A
24-205-186-0019-00	12 E MUSKEGON AVE	PIGEON CREEK FURNITURE LLC	6460	MIDDLE LAKE RD	TWIN LAKE	MI	49457	8712.00	696.96	0.245196172	0.019615694	A
24-205-189-0005-00	11 E MUSKEGON AVE	ADMIRAL REAL ESTATE LLC	785	W RANDALL ST	COOPERSVILLE	MI	49404	21344.40	1707.55	0.600730620	0.048058450	A
24-205-189-0001-00	45 E MUSKEGON AVE	LAKETON PROPERTIES LLC	45	E MUSKEGON AVE	MUSKEGON	MI	49440	34412.40	2752.99	0.968524878	0.077481990	A
24-205-354-0007-00	120 W APPLE AVE	REP IPSA		PO Box 599	MUSKEGON	MI	49443	19602.00	1568.16	0.551691386	0.044135311	A
24-205-354-0001-00	151 W MUSKEGON AVE	BURIS ROSE M TRUST	151	W MUSKEGON AVE	MUSKEGON	MI	49440	15246.00	1219.68	0.429093300	0.034327464	A
24-205-354-0002-00	165 W MUSKEGON AVE	SUNRISE PROPERTIES LLC	18505	92ND AVE	COOPERSVILLE	MI	49404	16988.40	1359.07	0.478132535	0.038250603	A
24-205-332-0007-00	156 W MUSKEGON AVE	HAIRITAGE PROPERTIES LLC	1768	BAYVIEW DR	MUSKEGON	MI	49441	3484.80	278.78	0.098078469	0.007846277	A
24-205-332-0006-00	164 W MUSKEGON AVE	HAIRITAGE PROPERTIES LLC	1768	BAYVIEW DR	MUSKEGON	MI	49441	8276.40	662.11	0.232936363	0.018634909	A
24-205-332-0005-00	976 1st ST	GREEN BACS LLC	4121	OKEMOS RD STE 12	OKEMOS	MI	48864	9147.60	731.81	0.257455980	0.020596478	A
24-205-324-0012-00	446 W WEBSTER AVE	LORING DAVID/LORI	446	W WEBSTER AVE	MUSKEGON	MI	49440	10018.80	801.50	0.281975597	0.022558048	A
24-205-316-0018-00	546 W CLAY AVE	3M INVESTMENTS	565	W WESTERN AVE, STE B	MUSKEGON	MI	49440	7840.80	627.26	0.220676554	0.017654124	A
24-205-176-0015-00	813 PINE ST	NW AMERICA REAL ESTATE LLC	2648	E WHITE LAKE DR	TWIN LAKE	MI	49457	4554.00	364.32	0.128170726	0.005126829	A
24-205-177-0007-00	820 PINE ST	NW MILL REAL ESTATE LLC	820	PINE ST	MUSKEGON	MI	49442	26136.00	2090.88	0.735588515	0.029423541	A
24-205-176-0013-00	821 PINE ST	NW AMERICA REAL ESTATE LLC	2648	E WHITE LAKE DR	TWIN LAKE	MI	49457	1386.00	110.88	0.039008482	0.001560339	A
24-205-177-0004-00	43 W CLAY AVE	NW MILL REAL ESTATE LLC	820	PINE ST	MUSKEGON	MI	49442	8712.00	696.96	0.245196172	0.009807847	A
24-205-176-0012-00	66 W WEBSTER AVE	NW AMERICA REAL ESTATE LLC	2648	E WHITE LAKE DR	TWIN LAKE	MI	49457	5676.00	454.08	0.159749021	0.006389961	A
24-205-177-0001-00	4 W WEBSTER AVE	COREPARK INVESTMENTS LLC	111	W WESTERN AVE	MUSKEGON	MI	49442	47916.00	3833.28	1.348578944	0.053943158	A
24-205-177-0003-00	39 W CLAY AVE	COTAL SULEYMAN	390	W MUSKEGON AVE	MUSKEGON	MI	49440	4356.00	348.48	0.122598086	0.004903923	A
24-205-186-0005-00	51 W WEBSTER AVE	GILL EASTER JONES	1215	SPRING ST	MUSKEGON	MI	49442	2739.00	219.12	0.077088190	0.003083528	A
24-205-186-0015-00	866 PINE ST	SMITH ROGER W ET UX	948	WENDOVER BLVD	MUSKEGON	MI	49441	7440.00	595.20	0.209396180	0.008375847	A
24-205-186-0018-00	870 PINE ST	SMITH ROGER W ET UX	948	WENDOVER BLVD	MUSKEGON	MI	49441	2480.00	198.40	0.069798727	0.002791949	A
24-205-314-0001-00	471 W WESTERN AVE	LAKESHORE MUSEUM CENTER	430	W CLAY AVE	MUSKEGON	MI	49440	2024.00	161.92	0.056964767	0.002278591	A
24-205-314-0002-00	479 W WESTERN AVE	CITIPARC LLC	111	W WESTERN AVE	MUSKEGON	MI	49442	10420.00	833.60	0.293267230	0.011730689	A
24-205-314-0003-00	479 W WESTERN AVE	CITIPARC LLC	111	W WESTERN AVE	MUSKEGON	MI	49442	22176.00	1774.08	0.624135710	0.024965428	A
24-205-314-0005-00	495 W WESTERN AVE	CITIPARC LLC	111	W WESTERN AVE	MUSKEGON	MI	49442	9504.00	760.32	0.267486733	0.010699469	A

Attachment A - Location and Description of Properties to be Assessed

24-205-314-0006-00	495 W WESTERN AVE	CITIPARC LLC	111	W WESTERN AVE	MUSKEGON	MI	49442	9504.00	760.32	0.267486733	0.010699469	A
24-205-330-0003-00	163 W CLAY AVE	165 CLAY LLC	1042	TERRACE ST	MUSKEGON	MI	49442	5109.00	408.72	0.143791006	0.005751640	A
24-234-000-0001-00	285 W WESTERN AVE	PARKLAND MUSKEGON INC	75	W WALTON AVE	MUSKEGON	MI	49440	11053.91	884.31	0.311108404	0.012444336	A
24-234-000-0002-00	255 W WESTERN AVE	CITY OF MUSKEGON						16080.98	1286.48	0.452593518	0.018103741	A
24-234-000-0003-00	255 W WESTERN AVE	CITY OF MUSKEGON						13264.14	1061.13	0.373314549	0.014932582	A
24-792-000-0001-00	316 MORRIS AVE	HINMAN LAKE LLC	750	TRADE CENTRE WAY STE 100	PORTAGE	MI	49002	239828.00	4000.00	6.749874592	0.269994984	A
24-233-000-0016-00	296 W CLAY AVE	HSD II LLC	272	W CLAY AVE	MUSKEGON	MI	49440	7564.06	605.12	0.212887805	0.008515512	A
24-205-318-0001-00	664 W CLAY AVE	MJ DOWNTOWN PROPERTIES LLC	5142	EVANSTON AVE	MUSKEGON	MI	49442	77614.00	2000.00	2.184418694	0.087376748	B
24-205-318-0008-00	650 W CLAY AVE	MJ DOWNTOWN PROPERTIES LLC	5142	EVANSTON AVE	MUSKEGON	MI	49442-4852	4800.00	192.00	0.135094309	0.005403772	B
24-205-322-0007-00	1236 8TH ST	CMN ENTERPRISES LLC	18193	YUMA CT	SPRING LAKE	MI	49456	17424.00	696.96	0.490392343	0.019615694	B
24-205-316-0013-00	1150 7TH ST	1150 7TH ST LLC	280	NORTHLAND DR NE	ROCKFORD	MI	49341	14000.00	560.00	0.394025069	0.015761003	B
										100.000000000		
							Square footage assessed:	3553073.42	\$ 179,933.22			
									Total of assessments			
							Assessment amount					
							Class	Amt per s/f	Max cap			
							A	0.08	\$ 4,000.00			
							B	0.04	\$ 2,000.00			

DOWNTOWN MUSKEGON BUSINESS IMPROVEMENT DISTRICT



SPECIAL ASSESSMENT BENEFIT ANALYSIS SUMMARY
PREPARED BY THE MUSKEGON COUNTY EQUALIZATION DEPARTMENT
August 25, 2017



August 25, 2017.

Downtown Muskegon Business Improvement District Board
933 Terrace Street
Muskegon, MI 49443

Dear Board Members:

In accordance with your request, I have examined the proposed special assessment district for the Downtown Muskegon Business Improvement District. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the normal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date of this analysis is August 25, 2017.

The proposed special assessment district encompasses all classes of properties. The Downtown Muskegon Business Improvement District Board has provided per parcel cost estimates in accordance with the City's Special Assessment Policy and all project-related costs.

The three year project is estimated to have a first year assessment of \$179,933.

The amount of money to be spread is based on a per parcel rate of \$0.08 per square foot of lot size for a "Class A" Property and \$0.04 per square foot of lot size for a "Class B" Property as defined by the Downtown Muskegon Business Improvement District Board in their Bylaws. The Downtown Muskegon Business Improvement District Board is solely responsible for these figures.

In conclusion, it is my opinion that the special assessment amounts as provided by the Board justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. Simply stated, the rate of \$0.08 per square foot of lot size for a "Class A" Property and \$0.04 per square foot of lot size for a "Class B" Property as defined by the Downtown Muskegon Business Improvement District Board in their Bylaws for the above mentioned project area appears reasonable and equitable based upon the data presented by the Downtown Muskegon Business Improvement District Board, and supporting office records.

Sincerely,

A handwritten signature in blue ink that reads "Donna Vandervries".

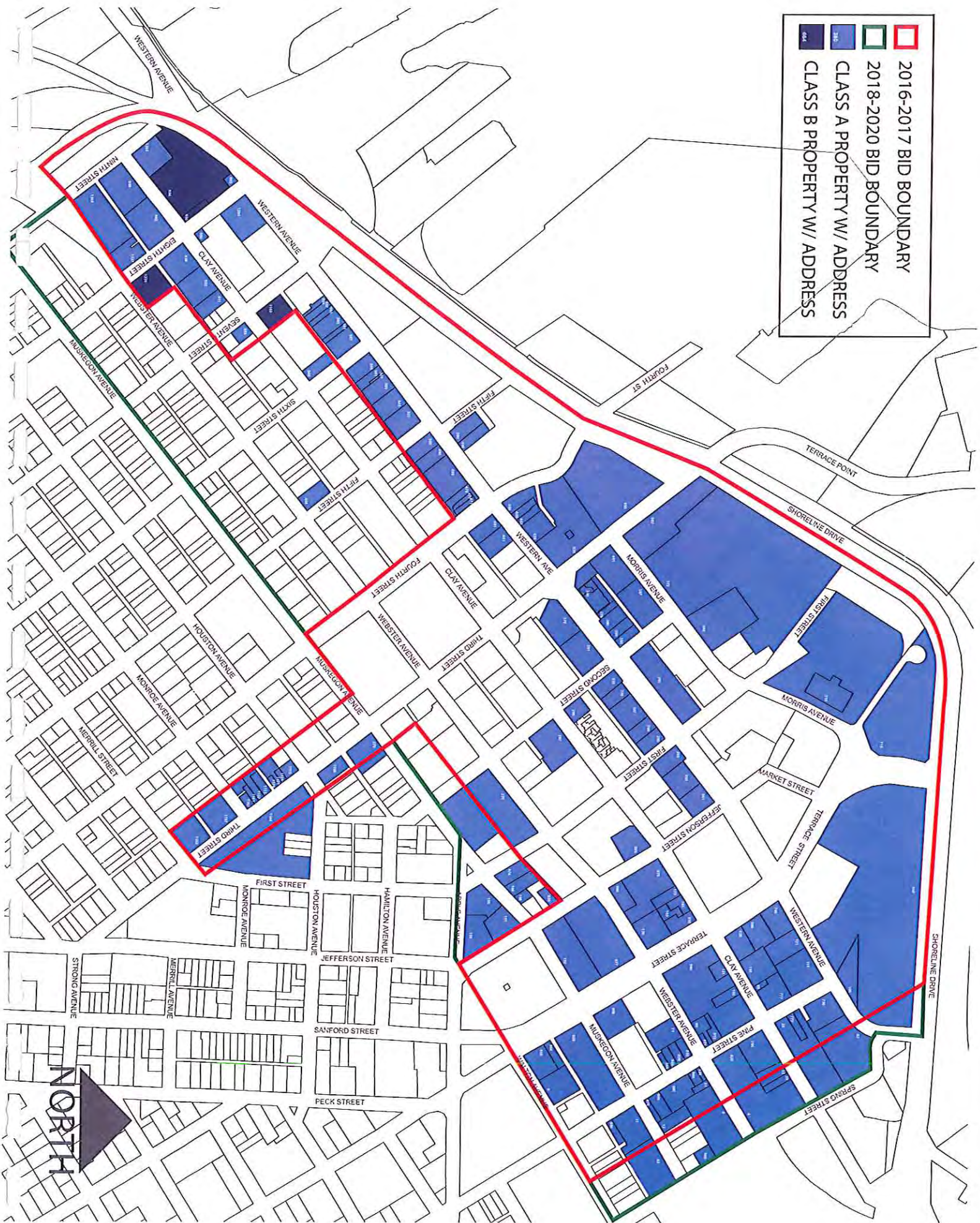
Donna Vandervries, MMAO
City of Muskegon Assessor

West Western Avenue and 3rd Street



Equalization Department file photo

	2016-2017 BID BOUNDARY
	2018-2020 BID BOUNDARY
	CLASS A PROPERTY W/ ADDRESS
	CLASS B PROPERTY W/ ADDRESS





Blue = 2016 - 2017 BID District

Black = 2018 - 2020 BID District Expansion

Downtown Muskegon Business Improvement District

2018 - 2020 Assessment

Regarding: Assessment for 2018, 2019 and 2020

Date: Aug. 11, 2017

To: Muskegon City Clerk/City Commission

From: Downtown Muskegon Business Improvement District Board

Overview:

After separate public hearings, the Muskegon City Commission approved the Downtown Muskegon Business Improvement District on Nov. 24, 2015 and the district assessment rolls on Jan. 12, 2016. The approval was for one year. Again in 2016, the Muskegon City Commission had a status quo renewal of the BID for 2017 after public hearings Sept. 27, 2016 and Oct. 25, 2016. The BID Board used 2017 to study and review the BID District and the assessment structure, coming to a recommendation for 2018 and beyond.

Following a review of requested and needed services within the Downtown Muskegon Business Improvement District, the BID Board recommends to the Muskegon City Commission to extend the Downtown Muskegon Business Improvement District for an additional **3 YEARS** with an assessment be established for the 2018, 2019 and 2020 calendar years.

The BID board recommends the Business Improvement District boundaries be slightly increased to better reflect downtown activities and benefits of the district. The BID board also recommends changes to the assessment rates, property classifications and maximum assessments to more fairly spread responsibility for downtown services. Like in 2017, the assessments would be placed on the winter property tax bills for 2018 - 2020.

2018 - 2020 Assessments:

- "Class A" Properties, as defined in the BID Bylaws, shall be assessed an annual assessment of \$0.08/sf with no assessment to exceed \$4,000. Contiguous properties with the same use and same owner shall be assessed as one property. Property lot size on record with the County Assessor shall be used in determining the square footage of properties.
 - o In the instance of a condo property the master deed shall be used in determining the percent of the assessment that an individual property owner would be assessed.
- "Class B" properties as defined in the BID Bylaws be assessed an annual assessment of \$0.04/sf with no assessment to exceed \$2,000. Contiguous properties with the same use and same owner shall be assessed as one property. Property lot size on record with the County Assessor shall be used in determining the square footage of properties.
 - o Note that the BID Board on April 25, 2017 voted to amend the BID Bylaws to define a "Class B" property as: "Properties located within the Downtown Muskegon Business Improvement District which are currently use for, or zoned for industrial or manufacturing." The word "automotive" was removed from the definition, moving that category of property to "Class A."
- Based on this assessment structure, approximately \$179,933 can expected to be collected for services to support businesses and property owners within the BID in 2018.
(A budget recommendation & explanation is attached as a separate memo.)
- The assessment shall be placed on the 2018, 2019 and 2020 winter property tax bills.
- The 2018 -2020 BID district, assessment rolls and collection methods were discussed at BID Board meetings Jan. 24, March 28 and April 25, 2017. A resolution supporting the above recommendation

was voted on at a May 23, 2017 BID Board meeting. Due to a number of absent board members, a revote was taken at the July 25, 2017 meeting. The vote result of the same resolution at the two meetings was as follows:

2017 BID Extension Vote:

Member	Yes	No	Abstention	Motion/Support	Absent
Chair Doug Pollock	X				
VC Gary Post	X			Support	
Bruce Lindstrom	X				
John Riegler	X				(at May 23)
Phyllis Watson-Laudermill	X				
Frank Peterson	X			Motion	
Clyde Whitehouse		X			
Mike Hennessy	X				
Bob Tarrant	X				

Downtown Muskegon Business Improvement District

Budget Recommendation & Explanation

Date: Aug. 11, 2017

To: Muskegon City Clerk/City Commission

From: Downtown Muskegon Business Improvement District Board

Budget Recommendation:

This is a proposed third-year budget for the Downtown Muskegon Business Improvement District. Based on a two tier assessment where "Class A" Properties pay \$0.08/sf annual and "Class B" Properties pay \$0.04/sf annual the Downtown Muskegon BID can expect to generate \$179,933 during 2018.

Proposed 2018-2020 BID budgets

2017 BID Estimated Fund Balance	\$25,000
2017 Estimated Revenues	\$179,933
2018 Expenditures	
Snow removal	(\$75,000)
Landscaping	(\$30,000)
Marketing, promotion, events	(\$24,000)
Streetscape	(\$13,000)
Administration	(\$25,000)
Contingency	(\$12,933)
Total	(\$179,933)
Estimated Fund Balance Dec. 31, 2018	\$25,000

Budget Note:

The BID Board in 2016 appointed Downtown Muskegon Now as staff and managers of the BID. A Letter of Understanding between the BID and the DMN board was signed, having the budget and general spending categories established by the BID Board and work plans carried out by DMN. The administrative fee of \$25,000 per year was established for 2017.

All unused funds go to cash reserves in fund balance.

Budget Explanation:

Snow removal: The BID's largest line item is dedicated to snowplowing and salt application along sidewalks within the BID where the majority of the Class A properties are located along portions of W. Western Ave., Clay Ave., Morris Ave., Terrace St., Jefferson, 1st, 2nd, 3rd, 6th & 7th Streets. Funds will also be used to clear parking areas which are generally used by the public – specifically the two lots between 2nd and 3rd Streets accessed off of Morris Ave. With plenty of fund balance for snow removal, the BID Board will attempt to expand the snow removal services as the budget allows for 2018 and beyond.

Landscaping: The Downtown Muskegon BID in 2017 contracted with city of Muskegon Public Works Department to provide a high level of landscaping service after seeking bids from private contractors. The BID will likely seek a three-year contract to provide these services 2018-2020. Summer Landscaping includes the weeding and fertilization of common areas throughout the BID (grass cutting is done by the city). This line item also includes the planting and maintenance of flower planters throughout the BID (this item could be completed by a different vendor than the one doing the landscaping and clean up). Fall clean-up will consist of removal of leaves from the BID district and preparation of the planting beds for the winter. The BID board significantly increased the landscaping portion of the budget vs. 2016 with the intention of furthering BID landscaping services to Terrace Avenue, Clay Avenue and Pine Street as funds allow.

Marketing, promotion, events: The BID was used to launch the highly successful First Fridays events in the downtown, 6-8 p.m. family-friendly gatherings that have included a family dance party, two hugely popular street performance events and a "touch the truck" event. Beyond events, the BID is supporting an updated Downtown Muskegon website, a revised downtown email list, a new downtown e-newsletter and an annual tri-fold downtown map/brochure, direct and indirect advertising among other marketing and promotional activities.

Streetscape: This is a broad spending category that allows the BID Board to improve downtown Muskegon through new holiday decorations, public art projects, banners, directional/informational signs, benches, trash receptacles, sidewalk repairs, new planters, public space maintenance such as Olthoff Stage and Alcoa Square and like expenditures.

Administration: Downtown Muskegon Now provided the staff support to design and establish the Downtown Muskegon Improvement District in 2015 and 2016. As promised to the Muskegon City Commission for 2016, there was no BID funds expended for "salaries and benefits" – administrative costs. The BID requires staff time and effort. Going forward DMN needs to be compensated for its time and effort. Thus, administrative line-item in the 2017 budget continues for 2018 and beyond.

The 2018 – 2020 BID budget and work plan was approved by a vote of the BID Board on May 23, 2017. Due to absent members a revote of the same motion was taken at the July 25, 2017 meeting. The combined results were:

2018 -2020 BID Budget Vote:

Member	Yes	No	Abstention	Motion/Support	Absent
Chair Doug Pollock	X				
VC Gary Post	X			Motion	
Bruce Lindstrom					
John Riegler	X				(at May 23)
Phyllis Watson-Laudermill	X				
Frank Peterson	X			Support	
Clyde Whitehouse	X				
Mike Hennessy	X				
Bob Tarrant	X				

Bylaws

Of

The Downtown Muskegon Business Improvement District



Adopted April 29, 2015

Amended April 25, 2017

Purpose

The Downtown Muskegon Business Improvement District was created to promote economic development in downtown Muskegon and enhance services to existing businesses located in Downtown Muskegon through marketing activities, common area maintenance and beautification.

Article 1

Property Classifications

Class "A" Properties

Properties located within the Downtown Muskegon Business Improvement District which are currently used for, or zoned for commercial, office, retail or other similar activities not listed below

Class "B" Properties

Properties located within the Downtown Muskegon Business Improvement District which are currently use for, or zoned for industrial or manufacturing

Class "C" Properties

Properties located within the Downtown Muskegon Business Improvement District which are currently used for nonprofit or religious activities

Class "D" Properties

Properties located within the Downtown Muskegon Business Improvement District which are currently used for, or zoned for educational or governmental activities.

Article 2

Governing Board

Section 2.1 – Composition

The Downtown Muskegon Business Improvement District Board shall consist of nine (9) members. Board composition shall be consistent with the State of Michigan enabling legislation, Act No. 120 of the Public Acts of 1961. Statue allows for between seven (7) and fifteen (15) members. Board membership may be increased or decreased by a recommendation of the BID Board at the first quarterly annual meeting in January with the new board composition taking effect the following January 1.

Section 2.2 – Board Terms

Each board member will be appointed to a three (3) year term with no more than half of board seats expiring in one year. For the initial board, board members will draw lots to determine what members will serve one (1), two (2) and three (3) year teams. Board terms end on December 31 of the expiring year. The first year term for inaugural board members will expire on December 31, 2016 following the first full year of service.

Section 2.3 – Board Openings

Nominees for annual openings shall be indorsed by the Downtown Muskegon Business Improvement District board at its fall quarterly meeting and then sent to the Muskegon City Commission for formal appointment.

Section 2.4 – Regular Openings

Individuals seeking nomination/appointment to the board should complete an application of interest. If more individuals express interest in open positions than there are positions the Downtown Muskegon Business Improvement District may conduct an election by mail.

Section 2.4.2 – Voting Eligibility in Elections

Assessable property owners within the Downtown Muskegon Business Improvement District are eligible voters for the Business Improvement District Board.

Section 2.5 – Vacancies, Resignations and Removals

Vacancies which occur between fall quarterly meetings shall be filled by appointment via a recommendation of the Business Improvement District Board to the Muskegon City Commission.

Section 2.6 – Compensation

Downtown Muskegon Business Improvement District Board members shall not receive any compensation for their services.

Article 3

Officers

Section 3.1 – Appointment of Chair and Vice-Chair

The Downtown Muskegon Business Improvement District Board shall annually select one of its members to serve as Chair and Vice-Chair.

The Chair shall preside at all meetings.

The Vice-Chair shall act in the capacity of the Chair in the absence of the Chair. In the event of a vacancy in the office of Chair, the Vice-Chair will assume the office of Chair and the Business Improvement District Board shall select a successor to the office of Vice-Chair at the earliest practical time.

Section 3.2 – Secretary

The Downtown Muskegon Business Improvement District Board shall designate a qualified member of the downtown Muskegon services office staff to serve as secretary of the Business Improvement District Board. The Secretary shall file a detailed record of all proceedings in the downtown Muskegon services office and take all other action as necessary for the proper and expeditious execution of all board actions.

Article 4

Meetings

Section 4.1 – Open Meetings Act

All meeting of the Downtown Muskegon Business Improvement District Board shall be conducted at a public meeting held in compliance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976. Any property owner or business owner located within the Downtown Muskegon Business Improvement District shall be given the opportunity to be heard.

Section 4.2 – Meetings Held

The Downtown Muskegon Business Improvement District Board shall meet a minimum of once per quarter. Additional meetings may be called between standing meetings with no less than 48 hours notice.

Standing quarterly meeting should cover:

- 1st Quarterly Meeting – Annual report/selection of chair & Vice-chair
- 2nd Quarterly Meeting – Discussion of following year's services
- 3rd Quarterly Meeting – Discussion of assessment based on recommended services
- 4th Quarterly Meeting – Recommendation of Assessment & recommendation of new board members.

Section 4.3 – Notice of Meetings

Notices of all meetings (regularly scheduled and special) shall be posted a minimum of two weeks in advance on the City of Muskegon's website and the appropriate downtown Muskegon organization's website.

Section 4.4 – Amending Bylaws

The Downtown Muskegon Business Improvement District Bylaws may be amended by a simple majority vote of the board.

Article 5

Administration

Section 5.1 - Records

All records of the Downtown Muskegon Business Improvement District board are available to the public in compliance with the Michigan Freedom of Information Act. Meeting agendas, board packets, meeting minutes and annual financials shall be posted to the administering agency's website.

Section 5.2 – Annual Meeting

At the first quarterly meeting of the year an annual report shall be presented which provides an overview of the previous year's activities and budget expenditures. The annual report will be publically available via the administering agency's website.

Business Improvement District Bylaws were amended as of April 25, 2017 by a unanimous vote of the BID board.

COMMISSION MEETING DATE: September 26, 2017

TO: Honorable Mayor and Commissioners
FROM: Jeffrey Lewis, Director of Public Safety
RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN1711742

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

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

Staff Correspondence: A property maintenance notice to repair was sent on 5-25-17, with no response from the owner. A "final notice" was sent on 6-16-17, with no response from the owner. The Notice and Order to Repair or Remove was issued on 08/07/17, with no response from the owner. On 09/07/17 the HBA declared the garage structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$26,000 (entire property)

Garage Value: \$13,144

Estimated cost to repair garage: \$9,100

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

Owner Contact: No owner contact.

Permits obtained: None

DANGEROUS BUILDING INSPECTION

Enforcement # EN1711742

Property Address: 561 CATHERINE AVE (GARAGE ONLY)

Parcel # 24-205-081-0004-00

Date completed: May 17, 2017

DEFICIENCIES:

- 1. Garage roof covering is deteriorated and missing in several areas**
- 2. Roof has hole(s) and roof decking is rotted**
- 3. Siding has peeling paint**
- 4. Soffits are rotted, missing or not attached**
- 5. Addition on east side of the garage, the roof has collapsed**

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

PHOTOS of the Garage of 561 Catherine Ave





COMMISSION MEETING DATE: September 26, 2017

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish.
Dangerous Building Case #: EN1713224 – 216 Allen Ave

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **216 Allen Ave** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

Location and ownership: This structure is located on Allen Ave between Fork Street and the dead end and is located in the Angell neighborhood. The property is owned by Mohinder Baria, 7050 Nantucket Dr SW, Byron Center, MI.

Staff Correspondence: The Notice and Order to Repair was issued on 07/05/17. On 08/03/17 the HBA granted the owner additional 30 days to provide the inspections dept. a plan of abatement. On 9-7-17, with no plan of abatement submitted, the HBA declared the structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$ 3,000

Estimated cost to repair: \$ 29,000

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

Owner Contact: The owner made contact with the inspections dept. prior to the August 3, 2017 HBA meeting stating he would be demolishing the home. At August 3rd HBA meeting, he informed the HBA he wanted to restore the home and ask the HBA for additional time to provide his plan to repair. The HBA granted the owner an additional 30 days to provide a plan of abatement. The owner made no further contact with the inspections dept.

Permits obtained: None

DANGEROUS BUILDING INSPECTION REPORT

Enforcement # EN1713224

Property Address: 216 ALLEN AVE

Parcel # 24-205-209-0008-00

Date completed: July 5, 2017

DEFICENCIES:

- 1) Siding is rotted, missing and has peeling paint in numerous locations
- 2) Windows are broken, cracked or missing
- 3) Recently installed windows must be installed to code and must meet the requirements of the energy code
- 4) Roof is deteriorated and missing in several locations
- 5) Soffits and fascia are rotted, missing or not attached and has peeling paint
- 6) Front porch deck is rotted or missing
- 7) Handrail is missing on front porch steps
- 8) Basement windows and windows frames are missing
- 9) Foundation is cracked in several locations
- 10) Rear entry door is rotted and "dog door" must be installed correctly
- 11) Rear entry steps are missing
- 12) Electrical & gas meter are currently attached to the structure
- 13) No water usage since November of 2015
- 14) Structure fire occurred September 5, 2016
- 15) Registered vacant in August of 2016

Note: This reflects an "Exterior Only" inspection

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

PHOTOS of 216 Allen Ave





COMMISSION MEETING DATE: September 26, 2017

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN1714963

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **189 Strong Ave** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

Location and ownership: This structure is located on Strong Ave between 4th Street and 5th Street in the Nelson Neighborhood and Campus Historic District. The property is owned by Muskegon County Treasurer / Land Bank.

Staff Correspondence: A structure fire occurred on 08/14/17. A dangerous building inspection was conducted on 08/17/17. On 08/17/17, a request to demolish the structure was send to the State Historic Preservation Organization (SHPO) as the structure is located in the Campus Historic District. On 09-05-17, the Muskegon Historic District Commission concurred with the inspections dept. to demolish the structure upon the decision of SHPO. On the 09/07/17, the HBA declared the structure substandard and dangerous.

Financial Impact: Escrow Funds

Budget action required: None

State Equalized value: \$25,200

Estimated cost to repair: \$55,000

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

Additional: Demolition to include the detached garage

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

Dangerous Building Report

Enforcement # EN1714963

Property Address: 189 STRONG AVE

Parcel # 24-205-397-0012-10

Date completed: August 17, 2017

NOTE: This home was severely damaged by fire on August 14, 2017.

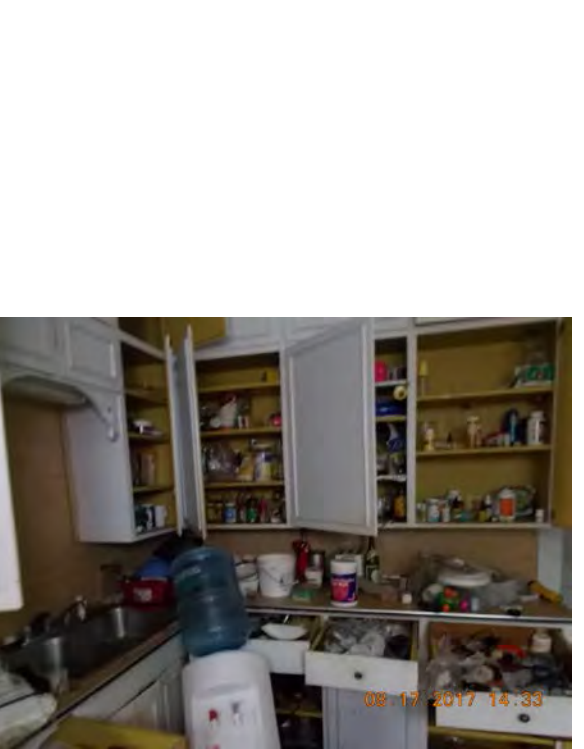
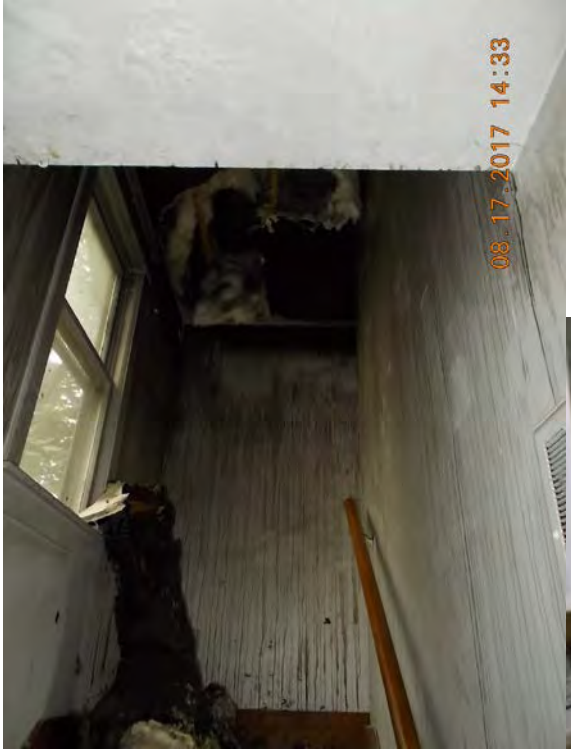
DEFICIENCIES:

1. Heavy fire damage to the upper floor of the home. Rear roof of the structure was consumed by fire leaving a large opening
2. Heavy smoke and heat damage noted throughout the structure
3. Many windows are broken, damaged or missing
4. Major water damage noted throughout the home. The plaster ceilings have collapsed from the weight of the water in the dining room, kitchen, living room and stairways.
5. Unable to enter the basement at the time of the inspection due to the high water level
6. The garage roof has deteriorated and must be replace
7. The garage siding is rotted in several areas and has peeling paint
8. The utilities have been terminated to the structure.

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

PHOTOS OF 189 STRONG AVE







COMMISSION MEETING DATE: September 26, 2017

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN1713088 – 1750 Pine St

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1750 Pine St** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

Location and ownership: This structure is located on Pine Street between East Larch Ave and East Laketon Ave in the McLaughlin Neighborhood. The structure is owned by JP Morgan Chase Bank, 1111 Polaris PKWY, Columbus, OH.

Staff Correspondence: The “notice & order to repair” was sent on 8/07/2017. A “10 day notice” was sent on 8/28/2017 for the September 7, 2017 HBA hearing. On September 7, 2017 the HBA declared the structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$14,500

Estimated cost to repair: \$19,000

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

Owner Contact: A contractor for the owner contacted the Inspection Department and requested an interior inspection. An inspection was conducted on 6-28-17. The contractor said he would be allowed to complete certain items listed in an insurance claim filed by the owner. The contractor applied for a building permit but did not return the necessary payment and paperwork. No permits were issued. We received no contact or correspondence from the contractor or owner until September 8, 2017 a day after the HBA hearing. The contractor sent a request to obtain the building permit to complete the repairs. After reviewing the proposed repairs, the permit was denied. The contractor's proposed repairs do not address all deficiencies listed in the dangerous building inspection report. Contractor estimated repair cost of \$6,755.36. Staff estimated cost to repair at \$19,000.

Permits obtained: None

DANGEROUS BUILDING INSPECTION

Enforcement # EN1713088

Property Address: 1750 PINE ST

Parcel # 24-205-307-0001-00

Date completed: June 28, 2017

An interior inspection was conducted and determined the following to be in violation of the City Ordinance and or State Law. Please note the following:

DEFICIENCIES:

- 1) Electrical Service:** The entire electrical service to include all wiring and fixtures must be replaced and the electrical service brought up to current code to include hard wired smoke detection. This work must be completed by a State licensed electrical contractor.
- 2) Plumbing:** The entire home must be plumbed to current code, this will include fresh water piping and waste water piping. This work must be completed by a State licensed plumbing contractor.
- 3) Plumbing Fixtures:** Many plumbing fixtures with include: sinks, tub and toilets are missing or not connected or attached.
- 4) Heating:** Most of heating registers have been removed from the home. All heat discharges must have the ability to reduce the amount of heat movement within the room.
- 5) Drywall / Plaster:** Many opening in the walls have been noted throughout the home. All drywall / plaster holes must be seam taped before compound is applied. Once the compound is dry, the area must be sanded and primed
- 6) Ceilings:** Many ceiling have peeling paint. All ceilings with peeling paint must be scraped, sanded and primed.
- 7) Windows:** Broken windows may be replaced with the same type of glass. If new windows are installed, the windows must meeting the requirements of the Energy Code.
- 8) Doors:** Broken, missing or delaminating doors must be replaced

9) Gas Piping: All unused gas piping must be removed and capped

10) Floor Coverings: Floor coverings that are damaged or unclean-able must be replaced

11) Basement Walls / Foundation: The basement walls have more than a 10 degree deflection inward and therefore must be supported or the basement walls replaced.

12) Handrails: Exterior and interior handrails are missing or not installed to code.

Note: This is not all inclusive list of code violations noted at the property. The noted violations are considered "dangerous or substandard" as described by code.

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

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

PHOTOS of 1750 Pine St







COMMISSION MEETING DATE: September 26, 2017

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN1714244 – 1526 Terrace St

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1526 Terrace St** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

Location and ownership: This structure is located on Terrace Street between East Grand Ave and East Forest Ave in the McLaughlin Neighborhood. The property is owned by Matthew Goodno, 2002 Mills Ave, Muskegon, MI 49442.

Staff Correspondence: The “notice & order to repair” was sent on 8/07/2017. A “10 day notice” was sent on 8/28/2017 for the September 7, 2017 HBA hearing. On September 7, 2017 the HBA declared the structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$19,100

Estimated cost to repair: \$11,300

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

Owner Contact: No contact from the owner.

Permits obtained: None

DANGEROUS BUILDING INSPECTION

Enforcement # EN1714244

Property Address: 1526 TERRACE ST

Parcel # 24-205-282-0002-00

Date completed: August 7, 2017

DEFICENCIES:

1. Roof has deteriorated, shingles are missing, roof deck material is rotted and roof has hole(s)
2. Fascia & soffits are rotted, missing or not attached
3. Many windows are boarded, rotted or missing & have peeling paint
4. Many door are boarded (unable to determine condition)
5. Basement windows are broken or missing
6. Cement steps on rear of home are cracked and have collapsed
7. Garage siding (OSB sheeting) is rotted with holes throughout the garage
8. Garage roof has large amount of moss (unable to determine the condition of the roof)
9. Garage soffits & fascia are rotted or missing
10. Evasive scrub trees are into the foundation and must be removed
11. Gas meters (two) attached home (shut off)
12. Electrical meter, two sockets and one meter attached to home

NOTE: Violations depict an exterior only inspection

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

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

PHOTOS of 1526 Terrace St







Commission Meeting Date: September 26, 2017

Date: September 21, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Request to amend the Planned Unit Development (PUD) at Terrace Point Circle

SUMMARY OF REQUEST:

Request to amend the Terrace Point Circle Final PUD to reconfigure the non-waterfront lots and allow for duplexes on them. The request is intended to move the project forward by offering homes at a popular price point, while still offering the same amount of density as the original plan.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the final PUD.

COMMITTEE RECOMMENDATION:

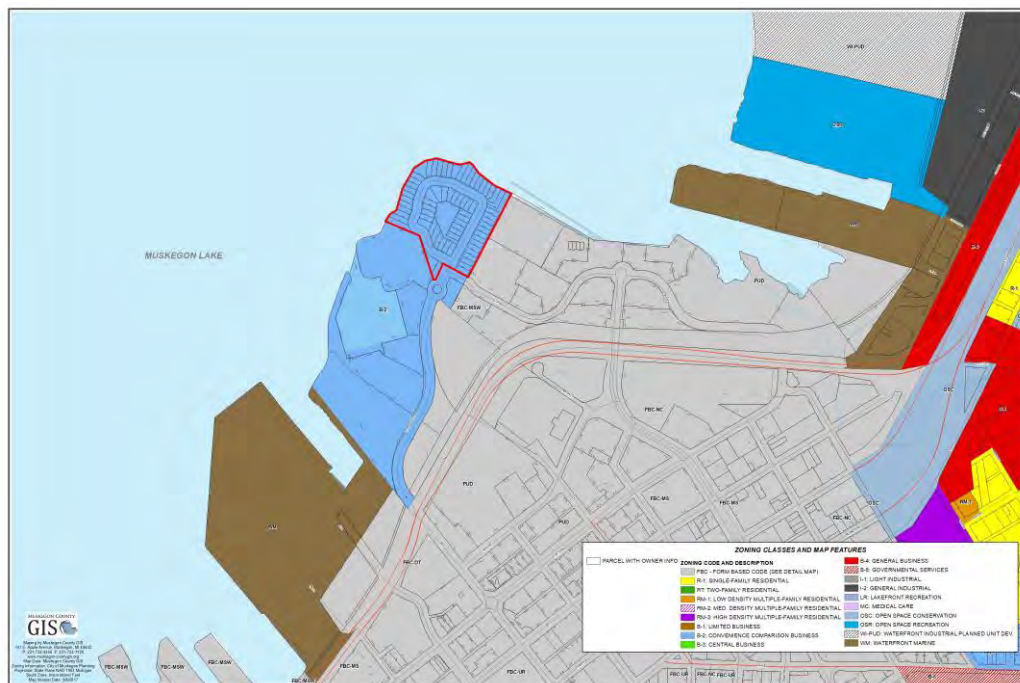
The request was unanimously recommended for approval at the September 14 Regular Planning Commission meeting.

PLANNING COMMISSION STAFF REPORT EXCERPT

SUMMARY

1. This PUD was previously approved for single-family homes on 70 separate lots. The proposed amendment would only change the requirements for some of the non-waterfront lots. Please see the enclosed site plan. The dark grey lots would stay the same and the light grey lots would change. These 38 lots would be combined to create 19 lots and offer one or two unit homes.
2. The original PUD that was approved had the development requirements defined in the “Sears Architects” document. This document will stay the same for the waterfront lots, but a new document has been created for the non-waterfront lots. The only differences between the two documents are as follows:
 - Waterfront lots – one dwelling unit per lot maximum (owners may purchase two lots and develop only one unit)
Non-waterfront lots – one or two dwelling units per lot maximum (no adjacent lots can be purchased without developing another unit)
 - Waterfront lots – 15 foot minimum rear setback
Non-waterfront lots – 10 foot minimum rear setback
 - Waterfront Lots – A minimum of one shade tree per unit
Non-waterfront Lots – A new landscaping plan for the entire area has been provided.
3. Notice was sent to all property owners/tenants within 300 feet of this property. At the time of this writing, staff had not received any comments about this request.

Zoning Map



CITY OF MUSKEGON

RESOLUTION #2017-

RESOLUTION FOR FINAL PLANNED UNIT DEVELOPMENT APPROVAL FOR 650 TERRACE POINT CIRCLE

WHEREAS, a petition for a Planned Unit Development was received to amend the final PUD to combine some of the non-waterfront lots and to allow duplexes on them; and,

WHEREAS, the plan will be amended to reflect the standards listed in the attachments regarding lot sizes and building placement and requirements;

WHEREAS, any major request for an amendment of this approval will constitute a public hearing and an amendment to the final plan;

WHEREAS, proper notice was given by mail and publication and public hearings were held by the City Planning Commission and by the City Commission to consider said petition, during which all interested persons were given an opportunity to be heard in accordance with provisions of the Zoning Ordinance and State Law; and

WHEREAS, the Planning Commission and staff have recommended approval of the Preliminary and Final Planned Unit Development and associated site plan; and

NOW, THEREFORE, BE IT RESOLVED that the recommendation by staff and the Planning Commission be accepted and the preliminary and final Planned Unit Development is hereby approved.

Adopted this 26th day of September, 2017

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron
Mayor

Attest: _____
Ann Marie Cummings
Clerk, City of Muskegon

CERTIFICATE (Final PUD 650 Terrace Point Circle)

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 a resolution adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 26th day of September, 2017, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2017.

Ann Meisch
Clerk, City of Muskegon

August 29, 2017

Jonathan Rooks
Terrace Point Landing, LLC
75 W. Walton, Suite A
Muskegon, MI 49440

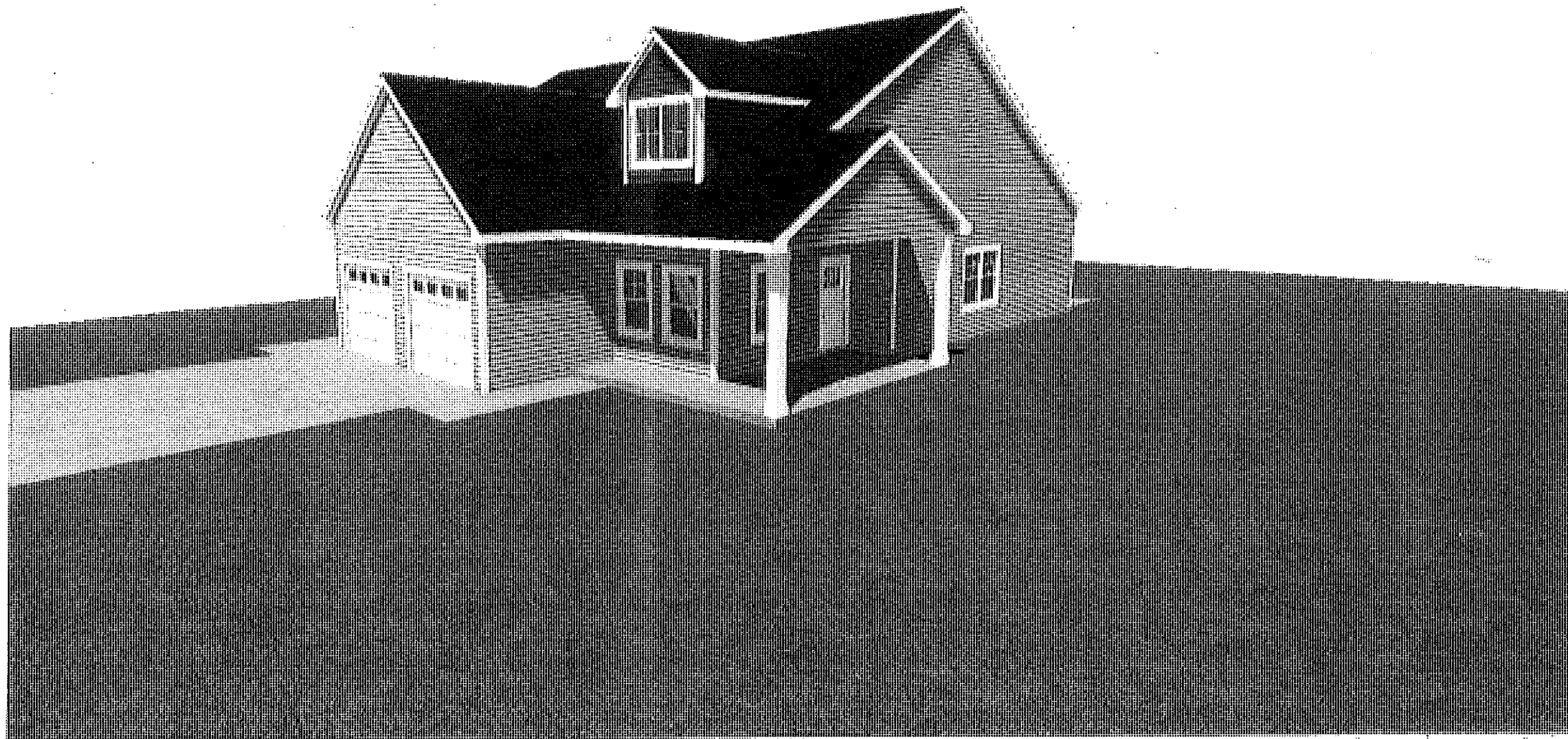
RE: Terrace Point Landing Condominium Building Parameters

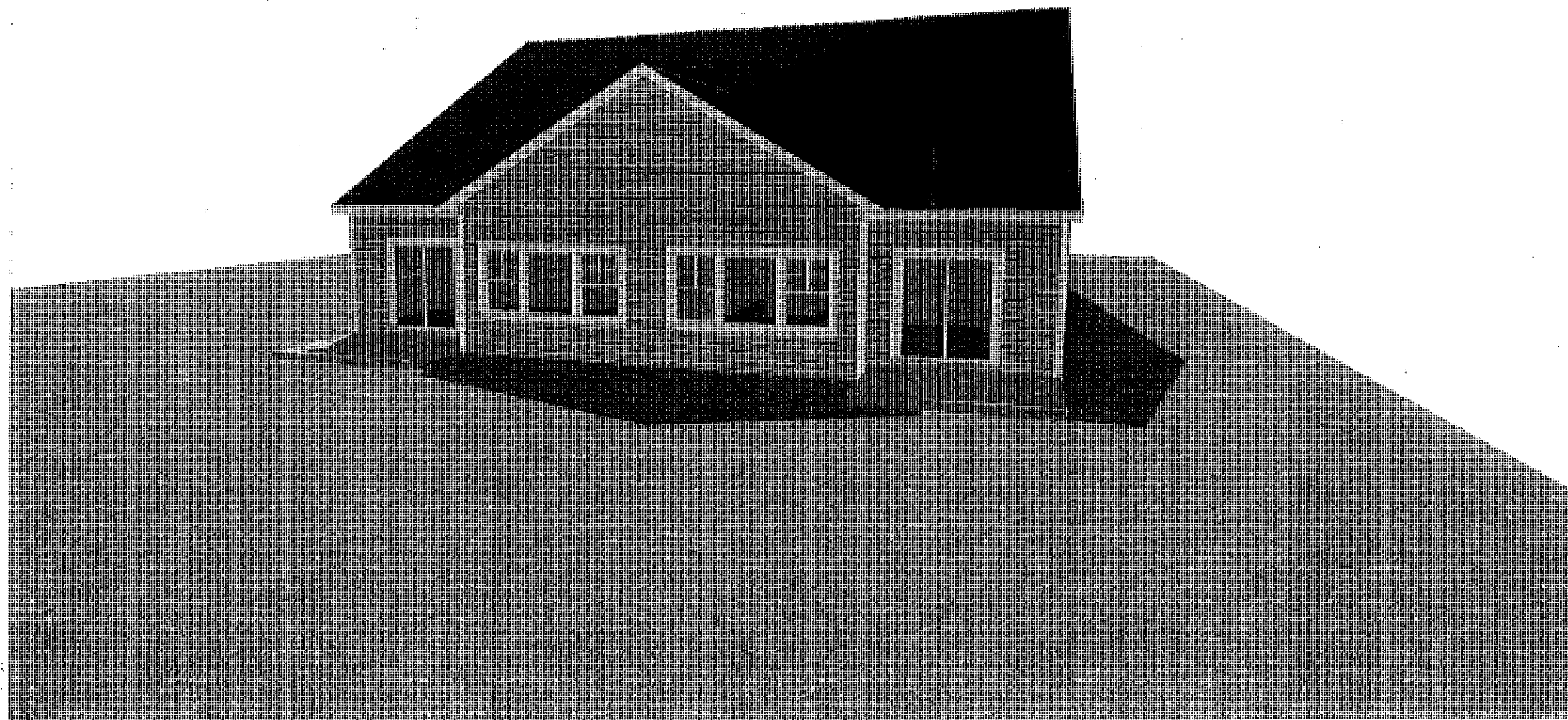
1. The dwelling unit shall have a minimum living area (excluding all basement area) of one thousand (1,000) square feet with a minimum six hundred (600) square feet at the first floor. There is no maximum square footage and the second and third floors must be equal to or smaller than the floors beneath them including any garage.
2. One or two dwelling units per structure.
3. Where the home design involves a roof pitch, it shall be a minimum pitch of 6/12, that is, for every twelve inches (12") of lateral run, the roof shall rise six inches (6"). In the case of additions or alterations to principal structures, the roof pitch shall be a minimum pitch of 6/12.
4. The roof shall have a snow load rating that meets the current Michigan Building Code.
5. Roof drainage in the form of a roof overhangs of at least sixteen inches (16") shall be provided to direct storm of meltwater away from the foundation including hip, gambrel and mansard roofs.
6. Siding and trim systems shall be of an industry standard gauge suitable for on-site-built homes.
7. The dwelling unit shall have a minimum width of 18 feet across any front, side, and rear elevation view.
8. The front elevation view shall have a design offset including but not limited to; bay windows, covered porches, or structural offsets from the principal plane of the building.
9. Any single-story, residential structure shall not be more than three (3) times longer than its width (exclusive of an attached garage).
10. Garage doors may not comprise more than sixty-five percent (65%) of the front face of the structure.
11. Newly constructed homes must be set back fifteen (15') from the front property line. On Corner lots, 49, 62 and 68, the front setback on the non-driveway portion of the lot shall be 9' from the property line.
12. The dwelling unit shall be firmly attached to a permanent foundation constructed on the site in accordance with the current building code, manufacturers specifications, and other applicable requirements.
13. Any crawlspace, partial or full height basement that may exist between the foundation and ground floor of the dwelling unit shall be fully enclosed by an extension of the foundation wall along the perimeter of the building.

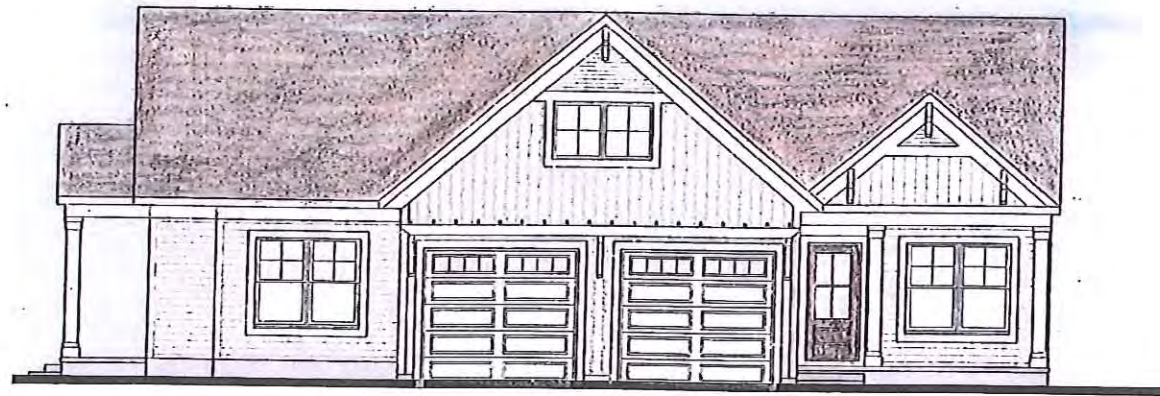
14. There will be no mobile home dwelling units permitted on any lot.
15. There will be no mobile home dwelling units, including their undercarriage and wheel apparatus, permitted on any lot.
16. The dwelling unit shall be connected to a public sewer and water supply when available, as defined by the Plumbing Code. Backflow preventers are required in the basement or crawl space of each home.
17. There shall be a minimum storage or closet space requirement of one hundred (100) square feet within each dwelling unit (not including garage parking areas).
18. The subject dwelling unit shall be reasonably aesthetically compatible in design and appearance with other dwellings within six hundred (600) feet which shall be dictated in detail in the condominium by-laws. The foregoing shall not be constructed to prohibit innovative design concepts involving such matter as (but not limited to) solar energy, view, unique land contour, or eclectically combining traditional, cottage, contemporary or modern homes in the same development.
19. The compatibility of design and appearance shall be in accordance with the condominium by-laws.
20. The dwelling unit shall contain no additions of rooms or other areas which are not constructed with similar quality workmanship as the original structure, including permanent attachment to the principal structure and construction of a foundation as required herein.
21. The dwelling unit shall comply with all pertinent structural, building and fire codes.
22. All construction required herein shall be commenced only after a building permit has been obtained in accordance with the Building Code.
23. Each dwelling unit shall have an established vegetative ground cover in less than 12 months after occupancy.
24. Detached outbuildings, including garages, are allowed up to five hundred (500) square feet maximum at the rear yard of non-waterfront lots or the front yard of waterfront lots.
25. Front yard setback. Minimum fifteen (15') feet from the front property line and 9' from the property line of the no driveway portion of lots 49, 62, and 68.
26. Rear Yard Setback (non-waterfront lots): minimum ten (10) feet from rear property line.
27. Rear Yard Setback (waterfront lots): minimum zero (0) feet from 584 elevations (floor plain).
28. Side Yard Setback: minimum three (3) feet (however, only eaves, fireplaces, egress wells, and uncovered steps can be closer than five (5) feet).
29. Eaves, fireplaces, uncovered steps, and egress wells may encroach into all yard setbacks. All other parts of the home must be five (5) feet from the property line.

30. Building Height: maximum forty-five (45) feet to the peak of any gable, gambrel or hip roofs, or to the top of any flat roofs.
31. Building height does not include chimneys, spiers, cupolas, dormers, finials, antennae, railings, roof decks, and access to the roof deck.
32. Number of stores: maximum three (3) not including any roof deck and access to it.
33. All stories above grade may contain any combination of conditional living space, outdoor space (covered or uncovered), and garage area.
34. One six hundred (600) maximum square foot, uncovered roof deck allowed above three (3) stories.
35. Garages are required with a maximum of three (3) stalls per unit.
36. One (1) stall maximum carport is allowed in addition to the garage attached or unattached to any building. Minimum one garage stall per unit.
37. Full or partial basements are allowed that are finished or unfinished.
38. Front porches are allowed and may be up to three (3) stories tall and a minimum 20% of the front elevation area.
39. Rear porches are allowed and may be up to three (3) stories tall and a minimum 20% of the rear elevation.
40. One (1) wraparound or side porch is allowed and may be up to two (2) stories tall and up to 50% of the side elevation.
41. Minimum eight (8) feet of separation between any buildings on the same lot.
42. All architectural designs must comply with the condominium association's bylaws, master deed, rules and regulations.

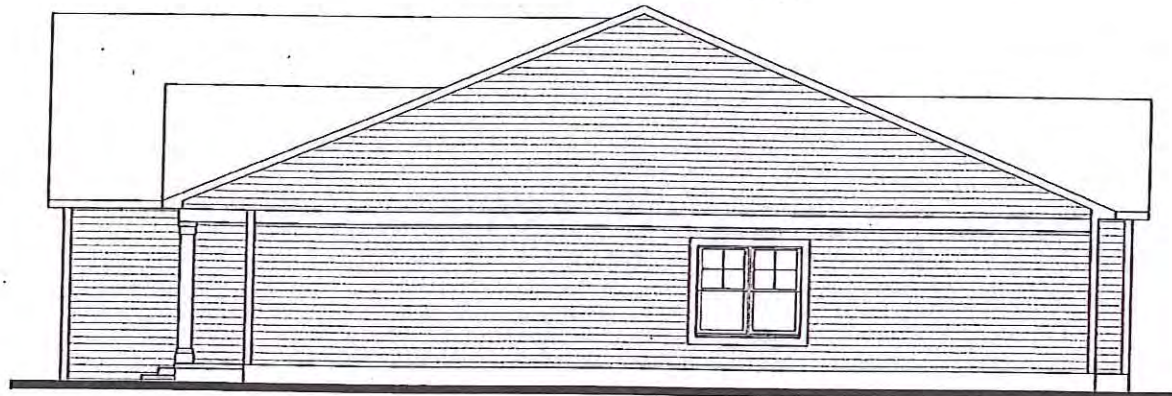




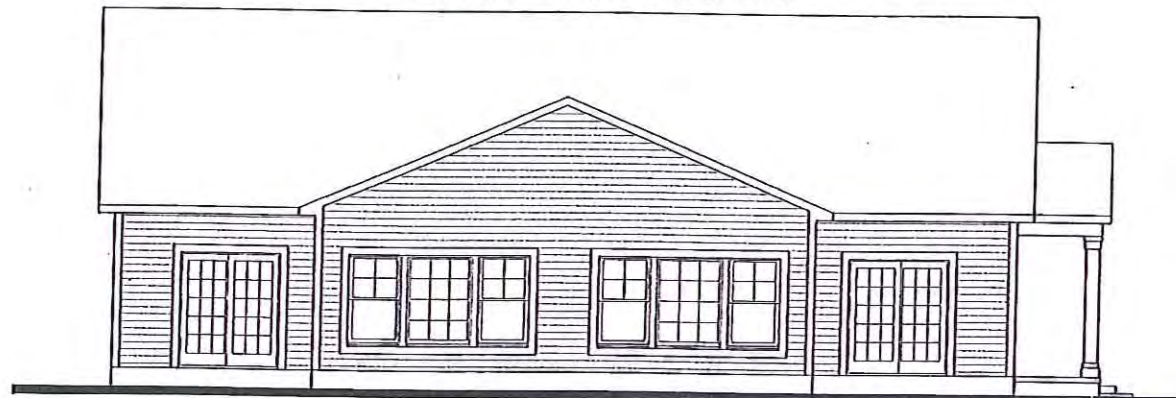




Front Elevation



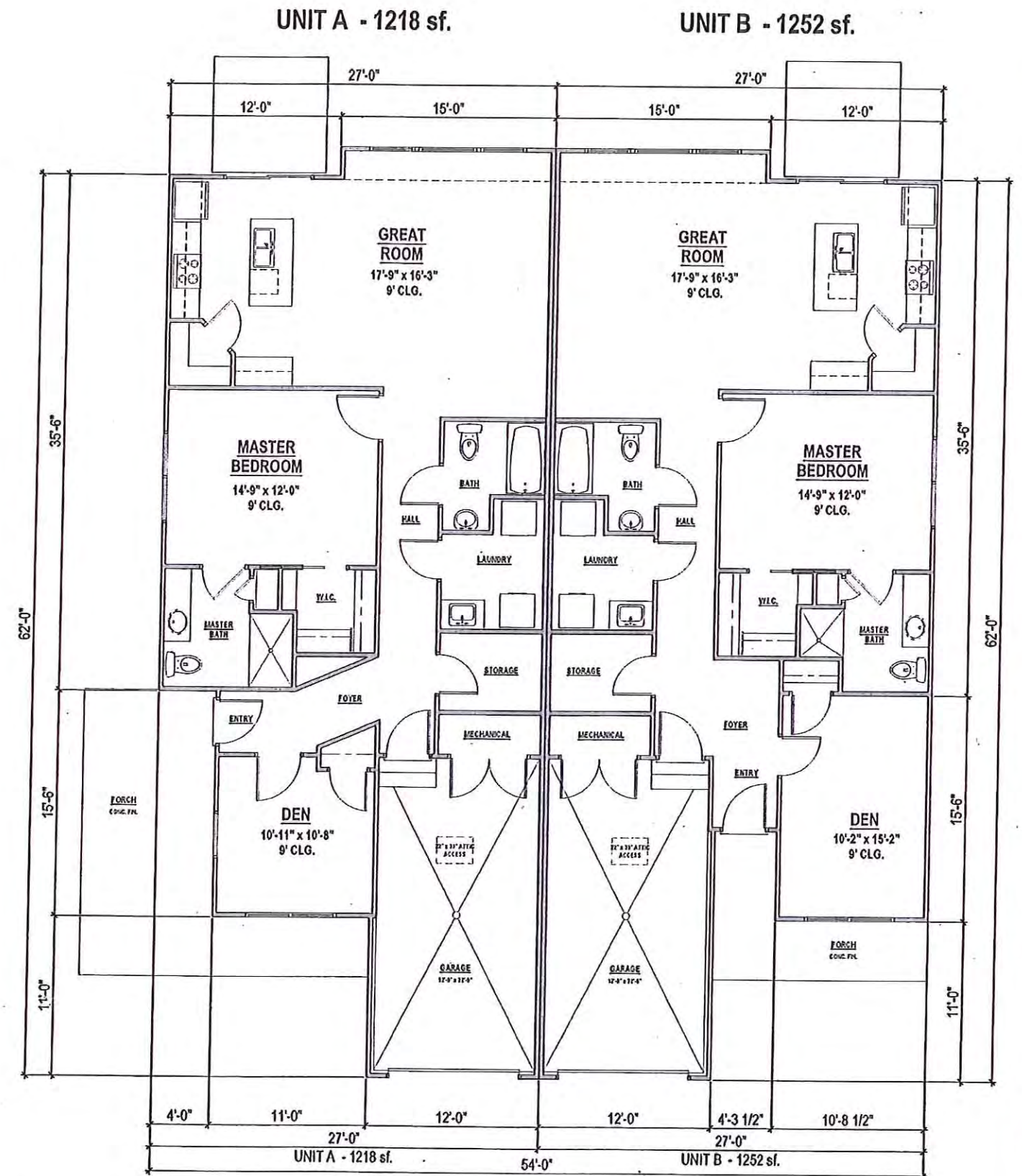
Side Elevation



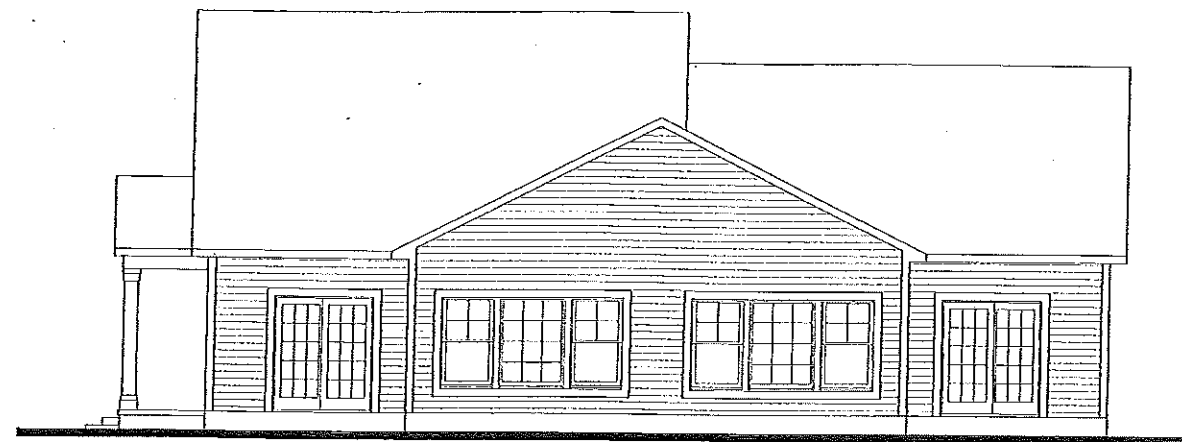
Rear Elevation



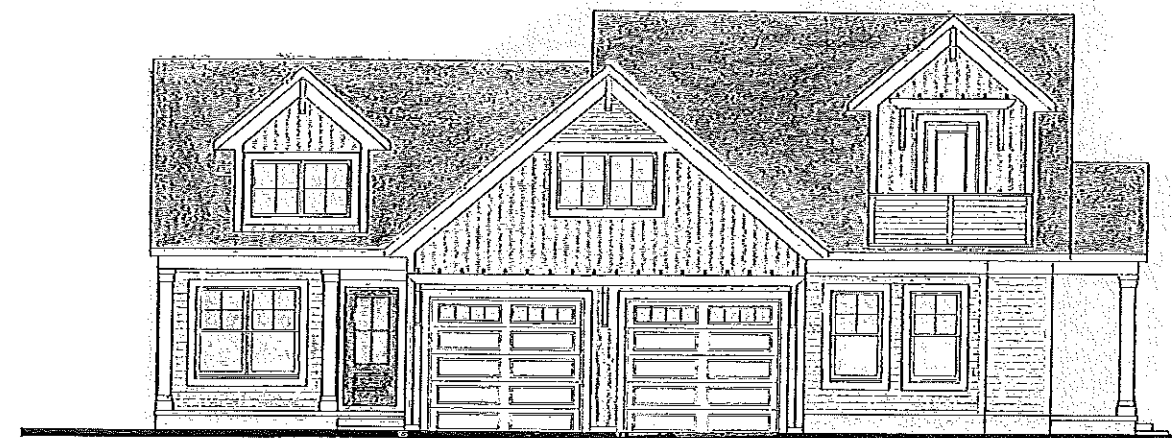
Side Elevation



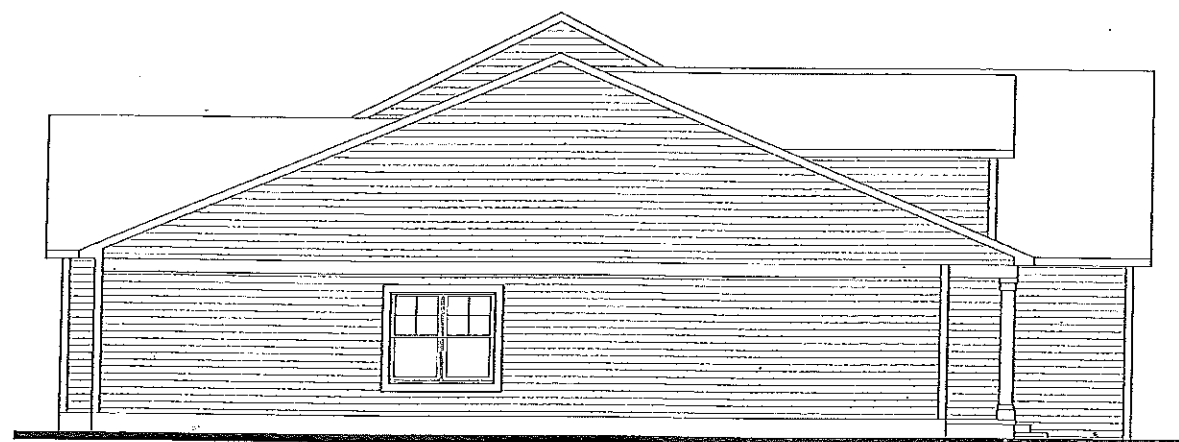
Zero Lot Line Homes - Single Story



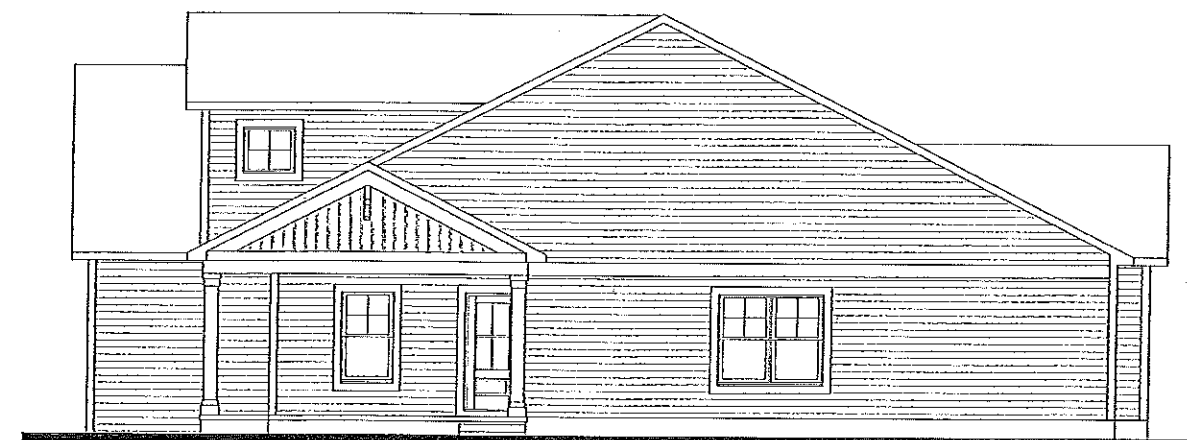
Rear Elevation



Front Elevation

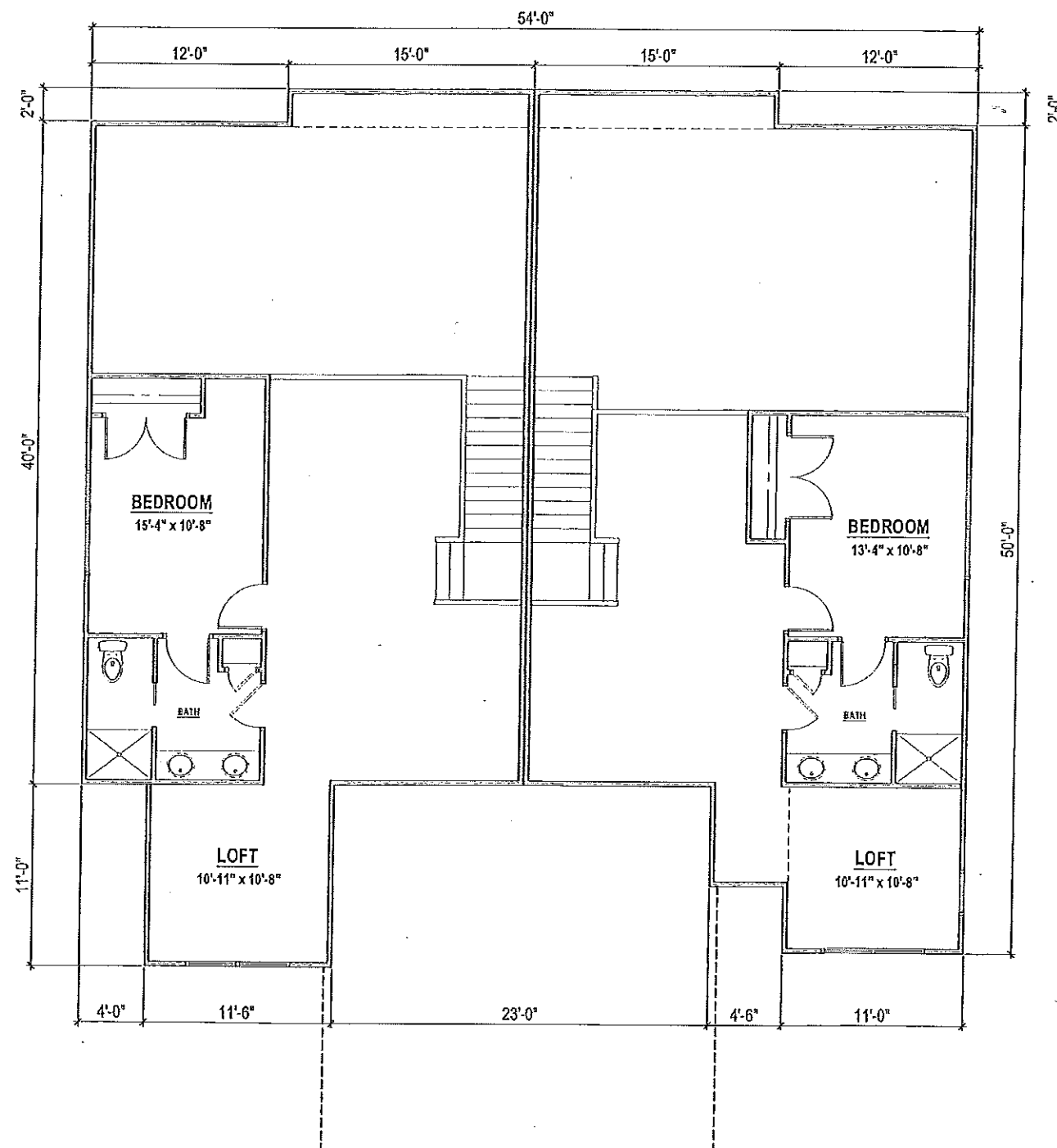


Side Elevation



Side Elevation

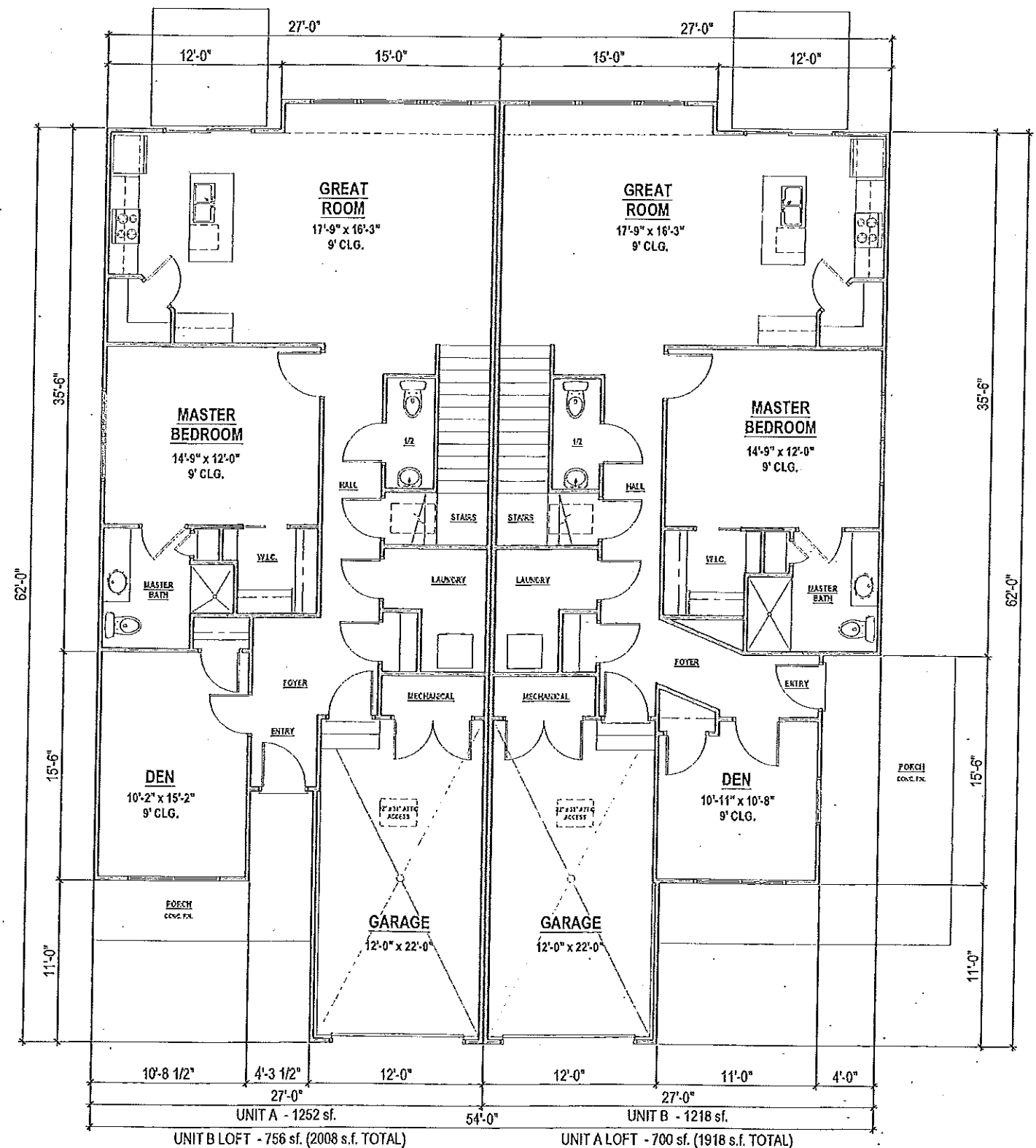
Zero Lot Line Homes - Two Story



Loft Layout

UNIT A - 1252 sf.
UNIT B LOFT - 756 sf. (2008 s.f. TOTAL)

UNIT B - 1218 sf.
UNIT A LOFT - 700 sf. (1918 s.f. TOTAL)



Zero Lot Line Homes - Two Story

Commission Meeting Date: September 26, 2017

Date: September 21, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Request to amend the Planned Unit Development (PUD) at
3425 Fulton Ave

SUMMARY OF REQUEST:

Request to amend the Harbour Towne Final PUD at 3425 Fulton Ave to allow a 7-unit boutique hotel at the former Muskegon Yacht Club building. The development will include hotel suites on the top floor and a banquet room on the bottom floor.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the final PUD.

COMMITTEE RECOMMENDATION:

The request was unanimously recommended for approval at the September 14 Regular Planning Commission meeting.

PLANNING COMMISSION STAFF REPORT EXCERPT

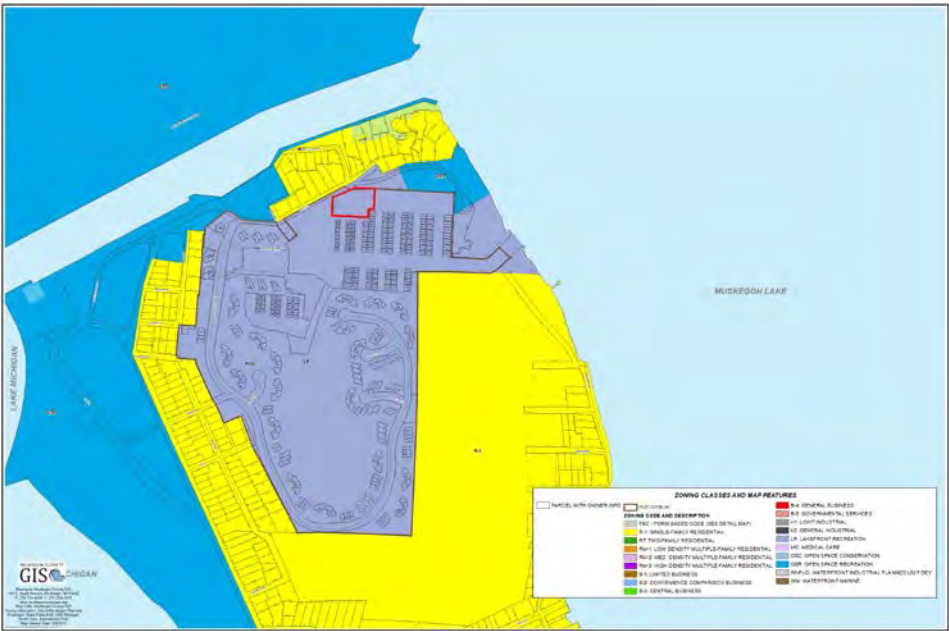
SUMMARY

1. The property measures 1.5 acres and is part of the Harbour Towne Planned Unit Development (PUD). The underlying zoning is Lakefront Recreation, which does allow for hotels. However, an amendment to the PUD is necessary because it was not approved as part of the original PUD. The building had been previously approved as a clubhouse for the Harbour Towne Yacht Club and included a restaurant and lounge. It has been vacant since 2011.
2. The proposed hotel would include seven rental units on the first floor and a reception area in the basement (please see the enclosed floor plan). Five smaller units would be located on the north side of the building and two larger units would be located on the south side of the building. A deck to the top floor hotel suites will be added. The owner is proposing to allow the marina owners to have access to the reception area and pool.
3. There are 81 parking spaces associated with this parcel, which is severely more than is required by the ordinance.
4. Please see the enclosed letter addressed to the Planning Commission from the owner.
5. Notice was sent to all property owners/tenants within 300 feet of this property. At the time of this writing, staff has received one comment from the public. Linda Jo Balkema, a marina slip owner, is concerned that there may be conflicts between the slip owners and the hotel guests. She also recommends that if approved, a fence be installed around the property to keep the hotel guests off of the marina docks.
(Update for City Commission – Five people called in and opposed to the project, three called in for support. More people showed up in support than opposed at meeting.)

3425 Fulton Ave



Zoning Map



Aerial Map



CITY OF MUSKEGON

RESOLUTION #2017-

RESOLUTION FOR FINAL PLANNED UNIT DEVELOPMENT APPROVAL FOR 3425 FULTON AVE.

WHEREAS, a petition for a Planned Unit Development was received to for a boutique hotel at the former Muskegon Yacht Club building at 3425 Fulton Ave; and,

WHEREAS, the use is different than the approved use as a banquet facility, which they still plan to utilize on the bottom floor, so the Planned Unit Development must be amended to allow for a hotel; and,

WHEREAS, the final plan will be amended to allow for a hotel on the top floor, the expansion of the deck for the hotel units, and the use of a banquet facility on the bottom floor,

WHEREAS, any request for an expansion of this approval will constitute a public hearing and an amendment to the final plan;

WHEREAS, proper notice was given by mail and publication and public hearings were held by the City Planning Commission and by the City Commission to consider said petition, during which all interested persons were given an opportunity to be heard in accordance with provisions of the Zoning Ordinance and State Law; and

WHEREAS, the Planning Commission and staff have recommended approval of the Preliminary and Final Planned Unit Development and associated site plan; and

NOW, THEREFORE, BE IT RESOLVED that the recommendation by staff and the Planning Commission be accepted and the preliminary and final Planned Unit Development is hereby approved.

Adopted this 26th day of September, 2017

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron
Mayor

Attest: _____
Ann Marie Meisch
Clerk, City of Muskegon

CERTIFICATE (Final PUD 3425 Fulton Ave)

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 a resolution adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 26th day of September, 2017, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2017.

Ann Meisch
Clerk, City of Muskegon

City of Muskegon Planning Commission

August 24, 2017

Dear Planning Commission,

This letter is to request an amendment to the Harbour Towne Planned Unit Development (PUD), specifically the property of 3425 Fulton Avenue, which resides within the PUD. This amendment, if granted, would allow additional options in restoring this property to a productive asset. The amendment requested is to add the allowance for a hotel and uses incidental to the principal hotel use (conference rooms, café area, etc.) at 3425 Fulton Avenue, Muskegon, MI 49441.

3425 Fulton Avenue overview

This property is ~1.5 acres, located adjacent to the Harbour Towne Marina, within walking distance of Harbour Towne Beach, Lake Michigan and the Muskegon Channel. It contains a two story ~11,000 sf building, appearing as one-story from the street level view and having the lower level being a walkout on two sides (East and South) at the lake level. The property doesn't have any lake frontage, but borders the Harbour Towne Marina property and has beautiful views of the marina and lake. A pool and hot tub are located outside on the lower area of the property. The remainder of the property is currently parking.

PUD definition for property

While the PUD documents currently on file with the City are not detailed on the use of this property, the historical uses are known. On initial PUD documents it was listed as a restaurant/lounge, with the top level notated as a restaurant and the lower level as a lounge. Later, believed to be final, PUD documents notate the building as Club House. The historical use, until foreclosure in 2011, had the upper level functioning as a reception hall and the lower level used as a private club house for the Harbour Towne Yacht Club.

Underlying PUD Zoning (From Zoning Ordinance Article 18)

Underlying the PUD, this property falls within the Lakefront Recreation zoning. Lakefront Recreation principal uses would be for Hotels and Motels, Marinas, Restaurants and Lounges, Accessory buildings and accessory uses customarily incidental to the above principal uses. With review and approval, other uses could be permitted; Residential development, Private Clubs & halls, camper and trailer parks, accessory buildings and accessory uses customarily incidental to the above Special uses. The primary intent of the Lakefront Recreation district is to provide for areas abutting Muskegon Lake and Lake Michigan to be utilized for both public and private recreational and recreation oriented facilities.

Business Plan

If the PUD amendment is approved, we will move forward with a business plan to create a small boutique hotel within the existing building footprint. A concept floor plan and elevation are attached. We believe this is one of the most beautiful areas up and down Lake Michigan, and rare in the access to both Lake Michigan and Muskegon Lake. While there are other hotels in the area, there is no option other than short-term home rentals to stay within walking distance of Pere Marquette and Harbour Towne beach. This would allow placement of this short-term rental type activity in an existing commercial zone within a hotel.

Harbour Towne Marina Neighbors

As this property is bordered on three sides by the Harbour Towne Marina, we want to be good neighbors. We have met with the board of directors from Harbour Towne Marina, representing ~250 slip owners, with the possibility of leveraging a potential conference area on the lower level as a marina community center. The majority of slip owners are supporting that intent.

Why us, Why this property, Why the amendment?

My wife, Donelle (Boucher) Johnson, was born and raised around Muskegon and her family still resides in the area. She went to Fruitport high school and graduated from Grand Valley State University. Her father, Tom Boucher (deceased), was one of the original members of the Harbour Towne Yacht Club and an original owner of slips in the Harbour Towne Marina. He built the bar that exists in the lower level of the building and spent most summer weekends on his boat and around the yacht club. It was his summer home and anytime we were in town, we joined him at the marina. We have family members that had their wedding receptions in this building.

Since 2011, every time we were in town we would see the building for sale, continuing to deteriorate, and wondered when someone would buy it. Every year, the building and property was in worse and worse condition, and it continued to sit empty. On one trip back, without a business plan, we decided we were going to be the ones to save it. We own the property and now we have to finalize a sustainable business plan. With Dockers and The Deck, great local restaurants, there isn't a need for another seasonal restaurant. While a Club House for the marina would be nice, the building and expenses are large and the Harbour Towne Marina is owned by ~250 individuals, not a single entity, and proved to be a roadblock for them to purchase this property. The previous operation as a yacht club and reception hall supplementing the Yacht Club income, didn't prove sustainable over time with economy changes.

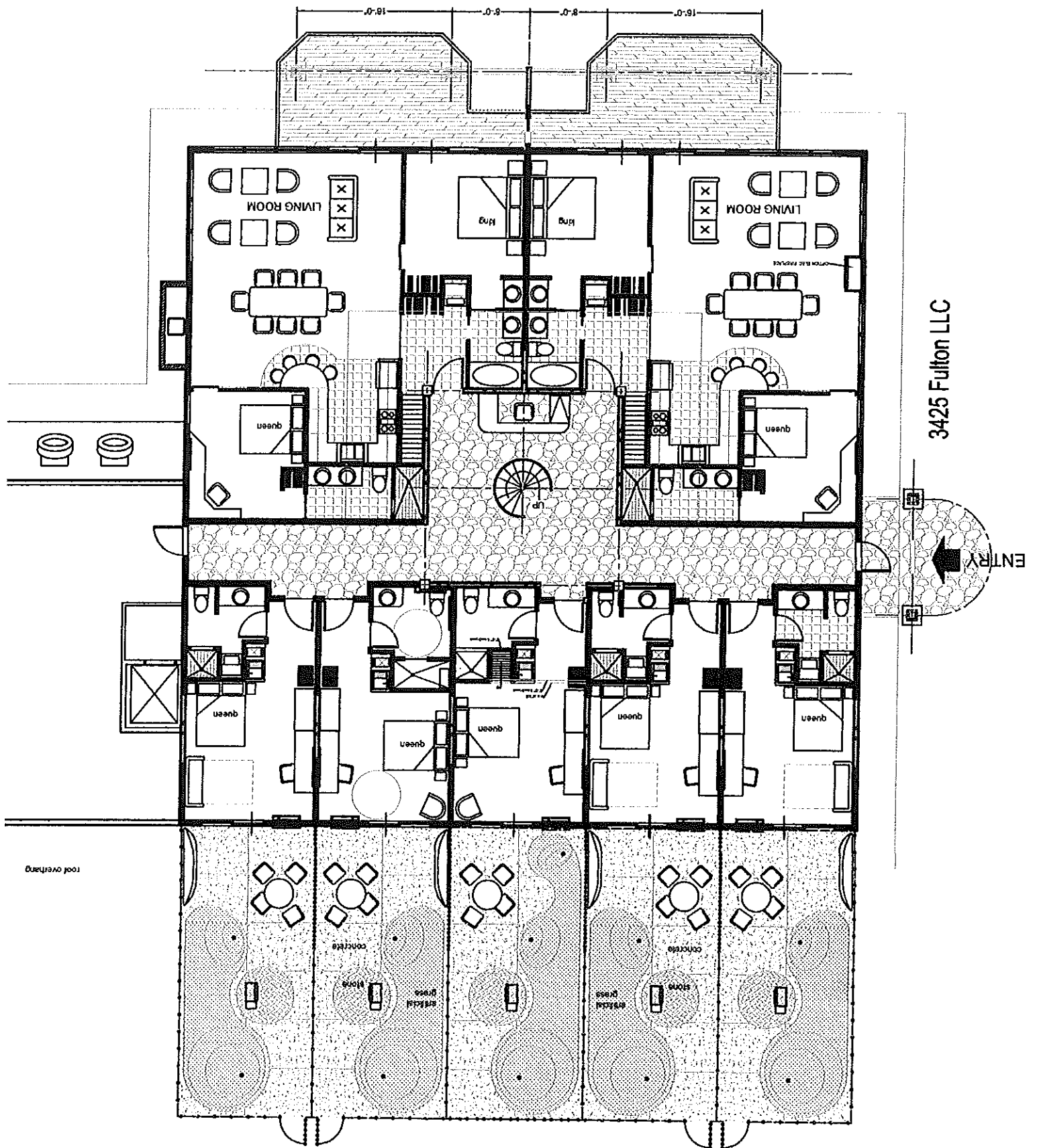
We believe a hotel could be viable and sustainable in this location. It is not located right on the beach, but in a walkable distance on an existing commercial property. It would allow more visitors to see the beauty that we see in Muskegon, and allow bringing this property and building back as an asset to the neighborhood and the city.

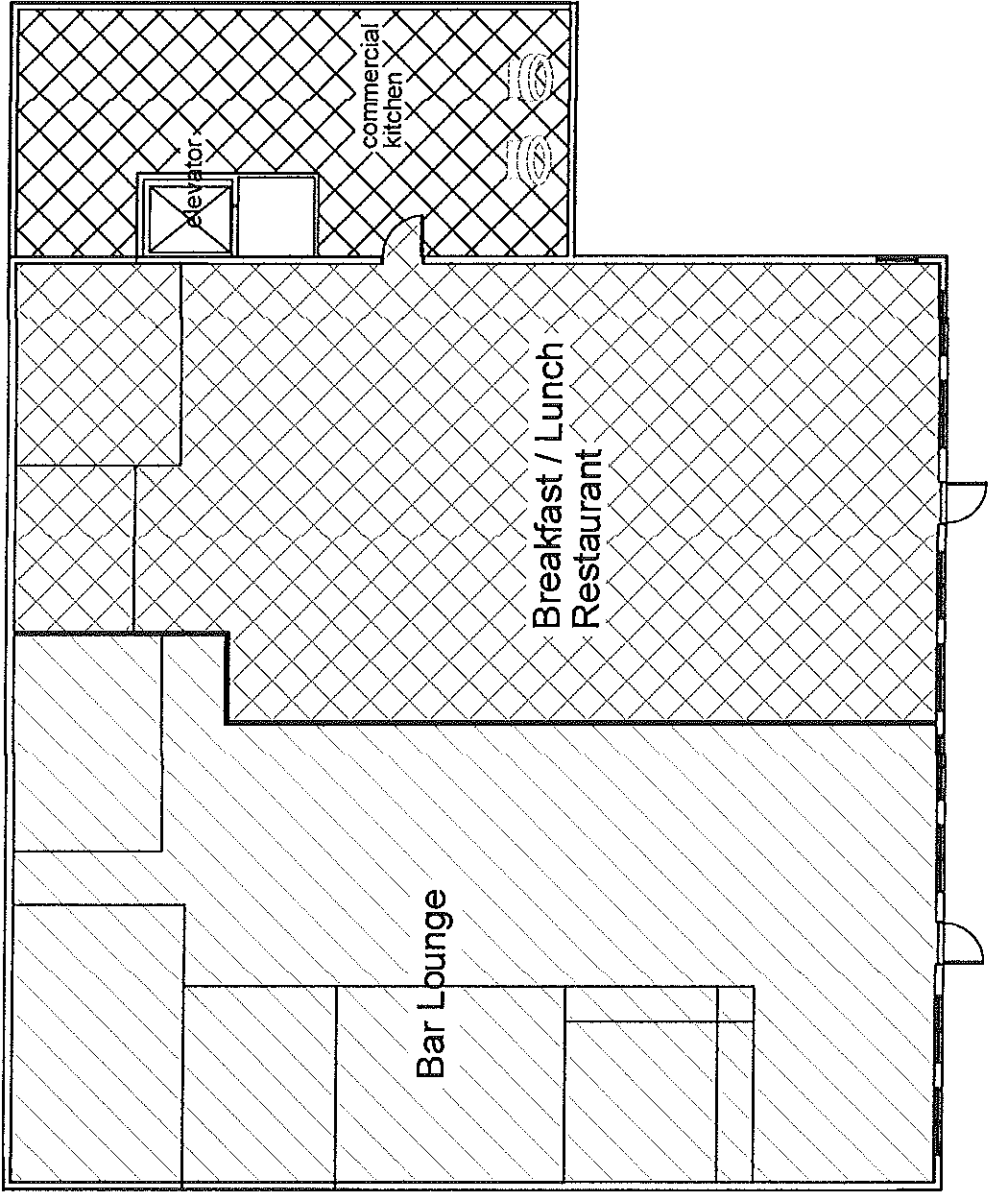
Conceptual drawings in support of requested PUD amendment are attached.

Respectfully submitted,

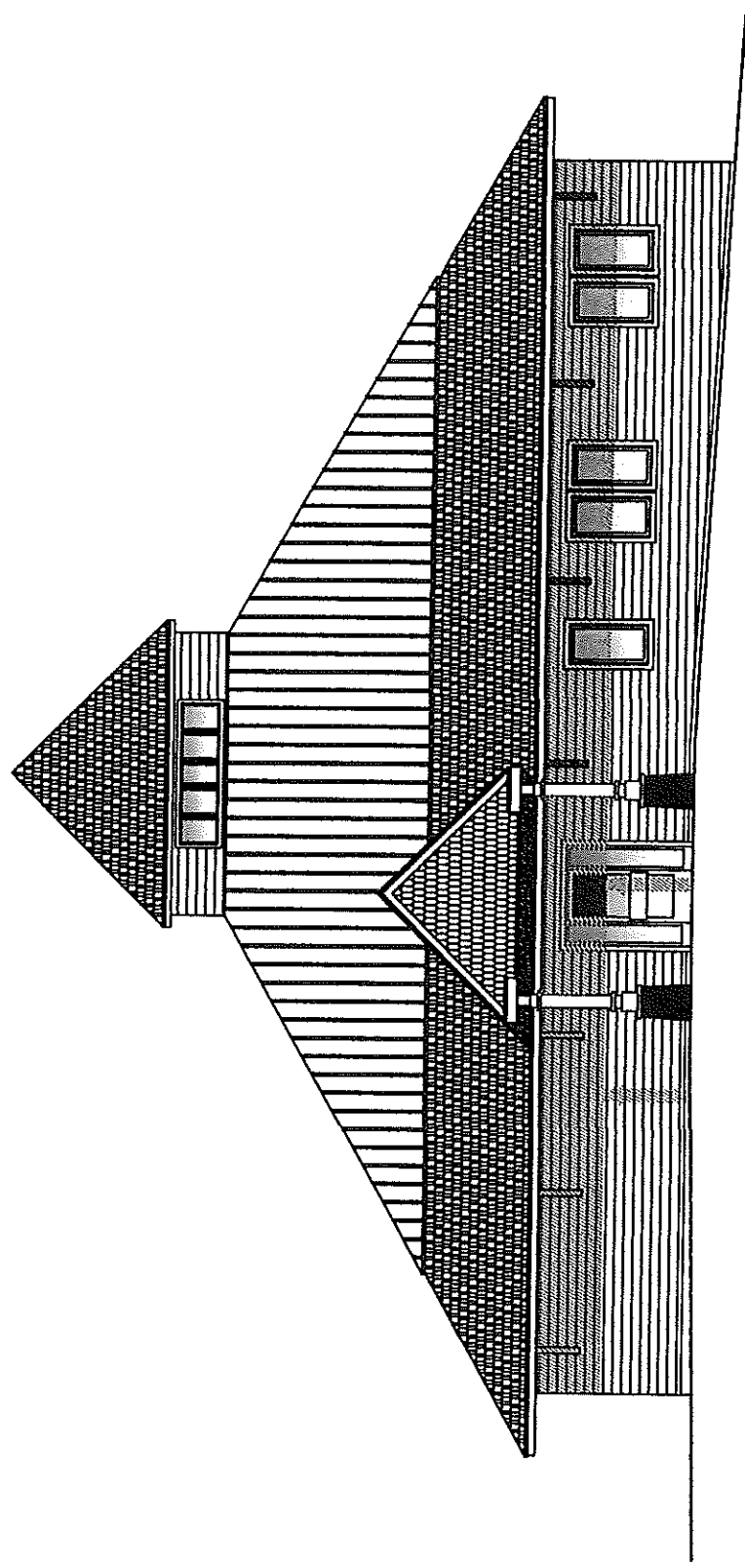
A handwritten signature in black ink, appearing to read 'Kurt Johnson', with a long horizontal flourish extending to the right.

Kurt Johnson, Manager
3425 Fulton, LLC.
8351 E Redfield Rd
Scottsdale, AZ 85260
602-920-5131 cell
Kurtejohnson88@gmail.com

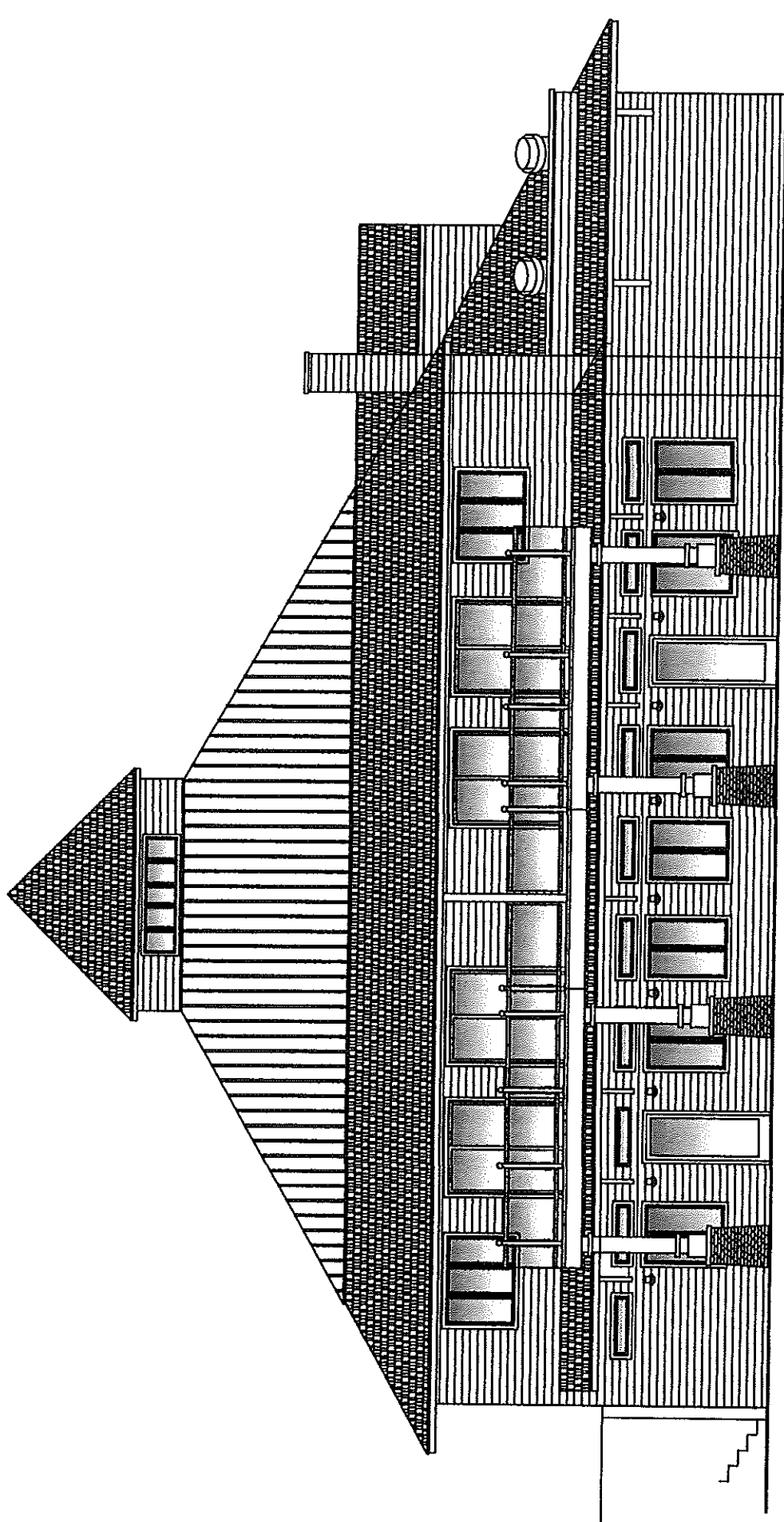




LOWER LEVEL CONCEPT



West entry view3425 Fulton Ave.



South Marina view 3425 Fulton Ave.

[illegible]

WARDHOUT TOWER YACHT CLUB - 3466 FULTON AVE
SEC. 24, TOW. 18TH, CITY OF WASHINGTON, WASH. DC
NORTH WASHINGTON
8001 2ND ST
SCOTTSDALE, ARIZONA 85256
174/VACAT LAND TITLE SURVEY

[illegible]

DRIENGA & ASSOCIATES, INC.
Engineering • Surveying • Testing
14000 W. 14th St. • Suite 200
Tomball, TX 77375
Tel: 281-291-1100
Fax: 281-291-1101
www.drieng.com

ALTA/ACSM LAND TITLE SURVEY

LOCATION MAP - NO SCALE

[illegible]

Model	Capacity	Weight	Length	Width	Height	Volume
Model 1	1000	100	100	100	100	1000000
Model 2	2000	200	200	200	200	8000000
Model 3	3000	300	300	300	300	27000000
Model 4	4000	400	400	400	400	64000000
Model 5	5000	500	500	500	500	125000000
Model 6	6000	600	600	600	600	216000000
Model 7	7000	700	700	700	700	343000000
Model 8	8000	800	800	800	800	512000000
Model 9	9000	900	900	900	900	729000000
Model 10	10000	1000	1000	1000	1000	1000000000

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Commission Meeting Date: September 26, 2017

Date: September 26, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Approval of the Proposal at 895 4th St

SUMMARY OF REQUEST:

Staff sent out a Request for Proposal (RFP) for this property on August 29 and proposals were due on September 19. The City received one proposal in response to the RFP, which was from Pigeon Hill Brewing Company. Staff is seeking approval of a slightly amended proposal and to enter into a purchase agreement. After discussions with City staff, the company is now offering a total of \$40,000 for Sub-Parcel 1 and Sub-Parcel 2. They plan to construct a building of approximately 15,000 sqft that is expected to be a \$1.5 million investment and would feature large windows facing Shoreline Drive to showcase their large stainless-steel brewing equipment.

FINANCIAL IMPACT:

The City would receive no less than \$40,000 for Sub-Parcels 1 & 2.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To allow staff to enter into a purchase agreement with Pigeon Hill Brewing Company for Sub-Parcels 1 and 2 for a price that is within at least 15% of the appraised value and no less than \$40,000.



Proposal for 895 Fourth Street

As Requested by the City of Muskegon



September 19, 2017

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Formal Letter of Interest

Company History and Experience

Resumes

Summary of Development Proposal

Description of Development

Outstanding Litigation or Obligation Disclosure

Evidence of Financial Capability



500 W. Western Avenue, Muskegon, MI 49440
231-375-5184 – joel@pigeonhillbrew.com

September 19, 2017
Mike Franzak
Planning Manager
City of Muskegon
933 Terrace Street
PO Box 536
Muskegon, MI 49443-0536

Dear Mr. Franzak

Enclosed you will find our proposal response to your development request regarding 895 Fourth Street.

Pigeon Hill Brewing Company has been searching for property to expand our business for quite some time now. We believe our development on the property at 895 Fourth Street would be a good fit for our company's growth as well as another great asset to our Downtown's ambiance.

We really appreciate all your help and support in the past and hope to work with you and your cohorts within the City on this development. Thank you for considering Pigeon Hill Brewing Company for this development opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel Kamp", is written over the word "Sincerely,".

Joel Kamp
Co-founder & CEO

Company History and Experience

Pigeon Hill Brewing Company began operating in Downtown Muskegon in March of 2014. Started by three guys who understood the meaning of hard work and saving money to achieve the American Dream, our unwavering attention to detail over our craft beers continues to prove itself through a successful, award-winning business with outstanding growth and attraction. Within the first eight months of operations, demand for our products justified bank approval for our first million-dollar expansion at 441 West Western Avenue.

Our decision to acquire 441 West Western was very strategic. We knew that locking in this real estate would give us the interim production capacity we needed while ultimately providing a future permanent home for the Pigeon Hill taproom. We closed on the property in February 2015; within a year, all necessary renovations were complete and brewing operations commenced. Using the experience gained while building out our taproom at 500 West Western, we managed the production expansion build out ourselves. We completed the project within two months of our initial timeline and within five percent of our initial budget. The timing delay was caused by our vendor delivering our brew system three months late.



Finished taproom project at 500 W. Western before opening to the public. Picture from March 12, 2014



Chad Doane, Co-Founder & Head Brewer, running the first batch through the production brew system at 441 W. Western on February 17, 2016

JOEL KAMP

500 West Western Ave., Muskegon, MI
49440 | joel@pigeonhillbrew.com | 231-740-9398

OBJECTIVE | To grow Pigeon Hill Brewing Company, create jobs, produce high quality beverages, help redevelop Downtown Muskegon and have fun doing it.

SKILLS & ABILITIES | I am a detail-oriented, yet creative-minded Certified Public Accountant. I have a history of developing accurate financial projections while assembling and leading talented teams of people to delicately execute successful business plans.

EXPERIENCE | **CO-FOUNDER & CEO PIGEON HILL BREWING COMPANY**
2014 – CURRENT

- Managed buildout of taproom and brewhouse at 500 W. Western
- Managed buildout of production brewery at 441 W. Western
- Both projects were completed materially close to initial budgets

SENIOR ACCOUNTANT BRICKLEY DELONG
2006 – 2014

- Performed audits and prepared personal and business tax returns

EDUCATION | **GRAND VALLEY STATE UNIVERSITY, GRAND RAPIDS, MI**
BACHELOR IN BUSINESS ADMINISTRATION

- Double majored in accounting and finance

REFERENCES | **DONALD SWICK, CPA, MANAGING PARTNER**
BRICKLEY DELONG

(231) 726-5830 | dswick@brickleydelong.com

KEVIN PRINDABLE, PLANT LEADER
GENERAL ELECTRIC - MUSKEGON

(904) 305-2110 | kevin.prindable@ge.com

JOHN ESSEX, PRESIDENT/CEO
PORT CITY GROUP

(231) 777-3941 | johnessex@portcitygroup.com

Andrea j Riegler Architect

3240 Boltwood Drive
Muskegon, MI 49441

T 231.557.0325

architect.ajr@gmail.com

Experience

Architect/Owner Andrea J Riegler Architect PLLC Muskegon MI 2014-Present
NCARB Certified, Licensed Architect. Project Planning & Management, Design, Construction Documentation and Construction Administration Services.

Project Manager, AMDG Architects Grand Rapids, MI 2013-2014
Project procurement, planning and management. Design & Construction Documentation. Construction Administration. Historic Preservation Services.

Architectural Associate, Hooker DeJong Architects/Engineers Muskegon, MI 2006-2013
Project procurement, planning and management. Design & construction documentation. Construction Administration. Historic Preservation Services.

Architectural Intern, AR7-Hoover Desmond Architects Denver, CO 1998-2002
Project Support. Design. Drafting.

Education

University of Colorado Master of Architecture 1999
University of Michigan Bachelor of Science in Architecture 1996

Skills

Design. Project Management. Communication & collaboration. Management of Historic Tax Credit Projects. Research. Building Code Analysis. Specifications.

References

Brent Dykstra AIA , Senior Architect	AMDG Architects 616.454.1600
Rob Gustafson PE, Vice President	Hooker DeJong Architects/Engineers 231.722.3407
Oneata Bailey, Director	City of Muskegon CNS 231.724.6918
Dave Alexander, President	Downtown Muskegon Now 231.215.8827
Bob Lukens, Director	Muskegon Convention & Visitors Bureau 231.724.3103
Mohammed Al-Shatel, Director	City of Muskegon Public Works 231.724.6944

Summary of Development Proposal

- 1) Purchase Sub-Parcel 1 of 895 Fourth for \$20,000 with option to purchase Sub-Parcel 2 for \$20,000 and right of first refusal on Sub-Parcel 3.
- 2) Construct multi-use building at 895 Fourth. Approximately 15,000 sq ft (split between 12,000 sq ft of manufacturing space and 3,000 sq ft of office space). Investment of \$1,500,000 and creation of 5 additional jobs.
- 3) Move large production equipment from our 441 W. Western property to 895 Fourth.
- 4) Develop and execute plans to build out new multi-story taproom at 441 W. Western. Investment upwards of \$2,000,000 and creation of 25 – 30 new jobs. Existing taproom at 500 W. Western closes and becomes available for other parties to lease when new 441 W. Western taproom opens.
- 5) Build addition of approximately 30,000 sq ft on Sub-Parcel 2 at 895 Fourth when business growth dictates. Investment upwards of \$3,000,000 and creation of 10 – 20 new jobs.

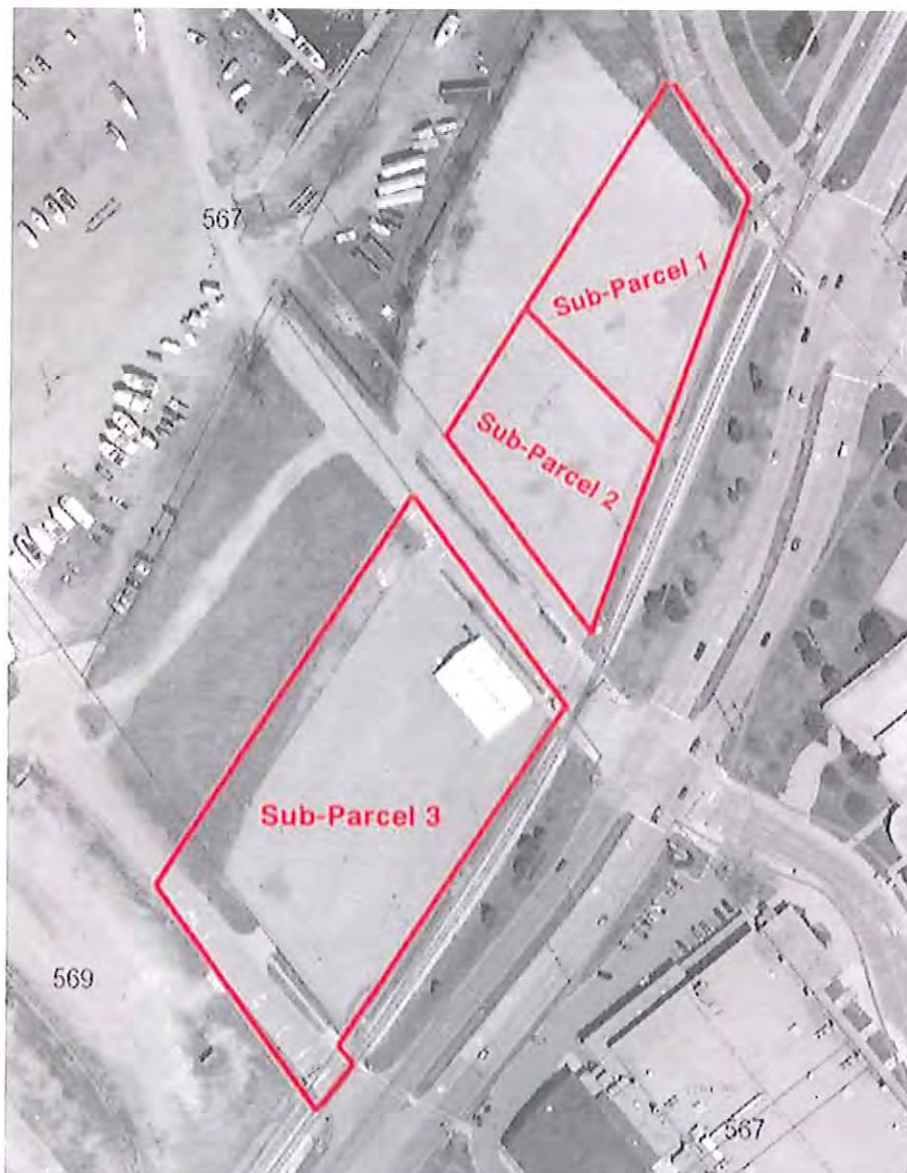
Total accumulated investment of \$6,500,000 while creating 55 new jobs!

Summary of Development Timeline

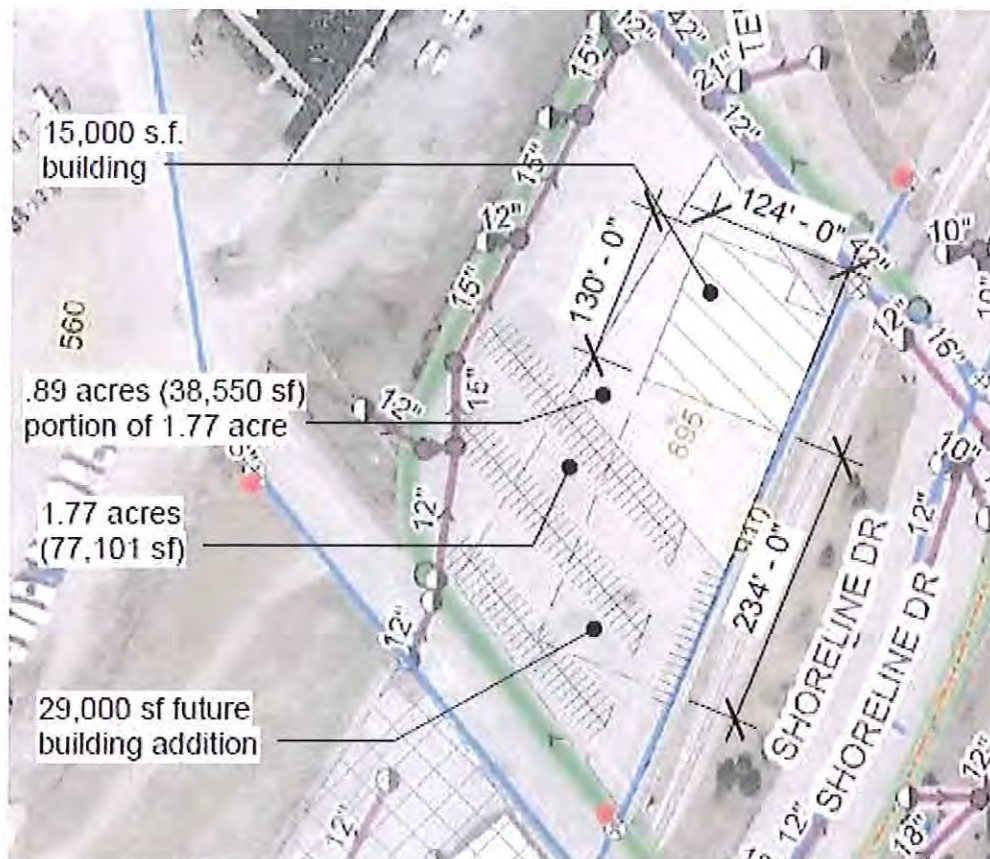
- Items 1 – 3 above to be completed by the end of 2018.
- Item 4 above to be completed by 2021 which is the end of our lease at 500 W. Western.
- Item 5 above is estimated to occur as needed between 2022 and 2027.

Description of Development Plan

Our plan for 895 Fourth Street is multifaceted. We are seeking enough land to accommodate the long-term growth and success of our company. Our estimated long-term building needs are upwards of 45,000 sq ft for which we are seeking up to 2.5 to 3 acres of property. Therefore, we are offering \$20,000 for Sub-Parcel 1 to construct our initial building of approximately 15,000 sq ft. This offer is contingent upon the receipt of an option to purchase Sub-Parcel 2 for \$20,000 when we need additional space beyond what Sub-Parcel 1 will accommodate. Furthermore, we are requesting a right of first refusal on Sub-Parcel 3. If the City decides to sell any or all of Sub-Parcel 3, we want the opportunity to be first in line. This deal structure will allow Pigeon Hill to expand as necessary without having to search for more land elsewhere. At the same time, this structure allows the City to keep open more public parking until Pigeon Hill requires more building space.



If awarded this development opportunity, step one is to construct a building of approximately 15,000 sq ft on Sub-Parcel 1 of 895 Fourth Street. While our timeline is dependent upon the property's environmental conditions, our plan is to break ground on construction by the end of 2017. Under this timeline, construction will be complete and brewing operations will commence by the end of 2018. The building would feature large windows facing Shoreline Drive to showcase our large stainless-steel brewing equipment to all who pass by. Expected investment for this project would be \$1.5 million.

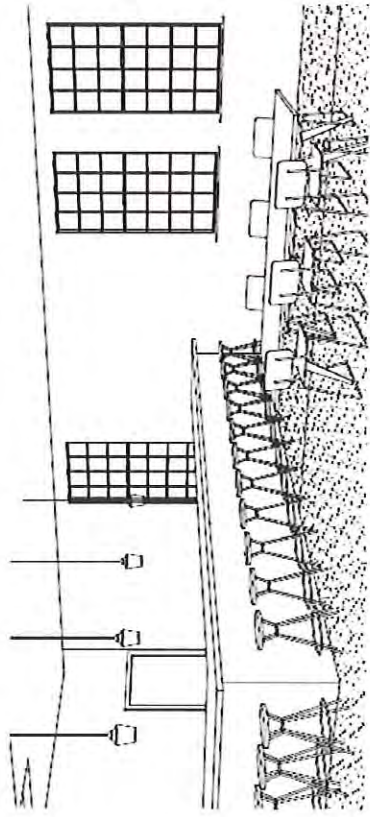


Step two will be moving our larger production equipment out of 441 West Western and into the new building at 895 Fourth Street. We will also be moving our offices from 500 West Western to the proposed multi-use building on 895 Fourth Street.

Once operations commence at 895 Fourth Street, we would begin planning the redevelopment of 441 West Western into the new home of our taproom. Relocating our taproom to 441 West Western will make our leased space at 500 West Western available for someone else to start another business downtown. Our lease at 500 West Western expires in 2021.

We envision our new taproom at 441 West Western as a major focal attraction within Muskegon's core downtown retail district. New taproom features could include two-stories, heated patio beer garden, large windows, small scale brewing and barrel-aging operation and commercial kitchen. Expected investment in the new taproom is upwards of \$2 million.

Draft Concept of 441 W. Western Ave



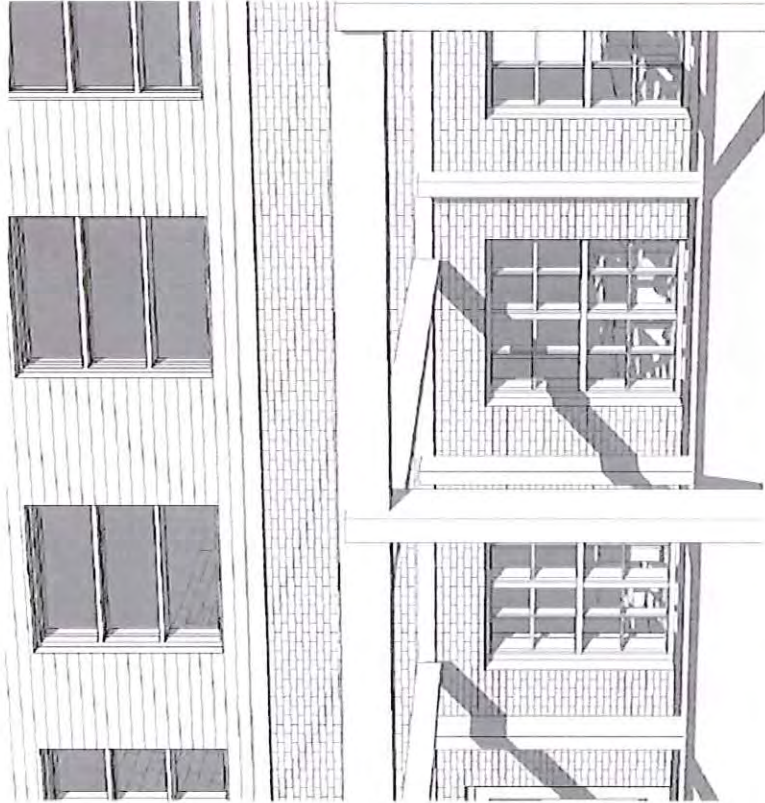
06/26/17

441 W Western

andrea j riegle, architect pllc
architect.ajr@gmail.com 231.557.0325

SD-2

Draft Concept of 441 W. Western Ave



PIGEON HILL | 441 W WESTERN



IMAGES FOR INSPIRATION



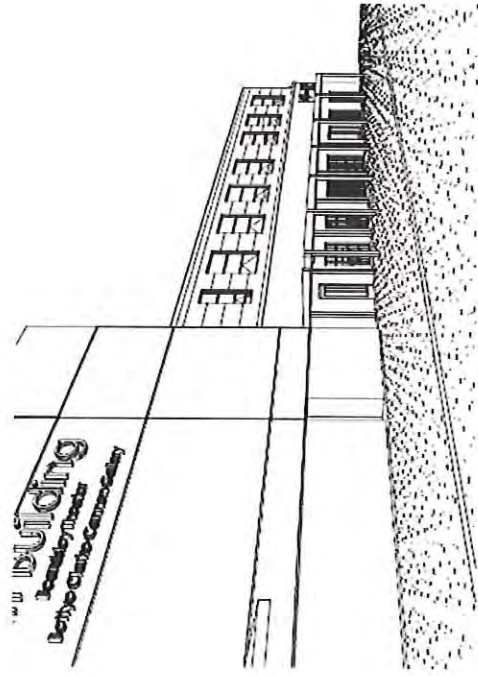
06/26/17

441 W Western

SD-1

andrea j rieglers architect pllc
architect.ajr@gmail.com 231.557.0325

Draft Street View of Future 441 W. Western Ave



1 View Looking Southwest



2 View from Northwest

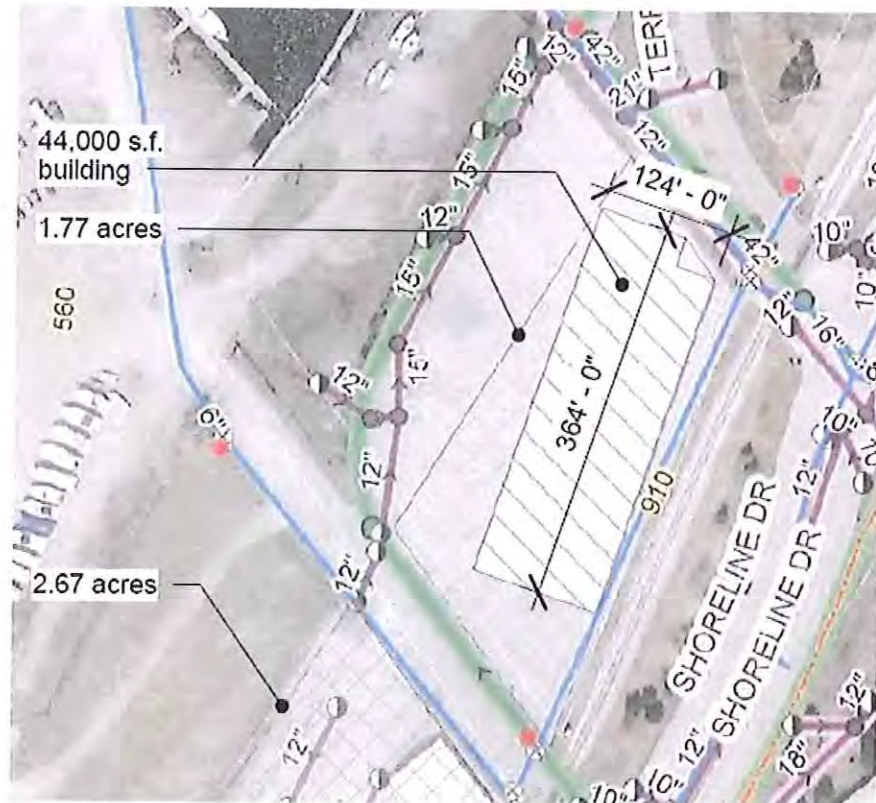
06/26/17

441 W Western

andrea j riegler, architect pllc
architect.ajr@gmail.com 231.557.0025

SD-3

Once operations commence at the new 441 West Western taproom, we will continue to look at our production and building capacities at 895 Fourth Street and begin planning future building additions as business growth dictates. As stated earlier, we want space to build up to a 45,000 sq ft building. Additions to the first 15,000 sq ft building on 895 Fourth Street would extend westward along Shoreline Drive in to Sup-Parcel 2. The additions would coordinate with the design of original structure with possible variable roof heights and extend more large windows facing Shoreline Drive to showcase the additional stainless steel equipment, which will be added as the business grows.



Pigeon Hill Brewing Company is a Muskegon creation. Since our founding in 2014, the growth of our business has been instrumental to the rebirth of the Western Avenue corridor. Our new production facility design will integrate historic elements of downtown Muskegon, while contributing to an atmosphere of new growth and advancement. The facility will include a retail component, offices, and production space. The siting and design of our new building will consider the adjacent bike path and respect the pedestrian connection between the Western Avenue retail corridor and Muskegon Lake development. The streetscape and landscape environments of our proposed facility will help to reinforce this connection.

Outstanding Litigation or Obligation Disclosure

Pigeon Hill Brewing Company and its owners have no outstanding litigation or overdue financial obligations with the City of Muskegon as of the date of submission of this proposal.

Evidence of Financial Responsibility

COMMUNITY
SHORES BANK

September 12, 2017
Joel Kamp/Chad Doane
441 W. Western Ave
Muskegon, MI 49440

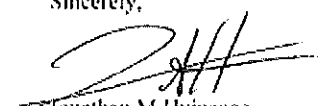
Dear Joel and Chad,

I am pleased to present the following proposal for a business term loan for PH Holding/Pigeon Hill Brewing Company to construct a new Distribution Facility at 895 4th Street in downtown Muskegon.

Term Loan

Entity	- PH Holding, LLC/Pigeon Hill Brewing Company
Method of Borrowing	- Fixed/Floating rate Term Loan (Customers Choice)
Purpose	- Construct Distribution Facility located at 895 4 th St
Amount	- \$ 1,275,000
Rate	- WSJ Prime floating or 4.75% fixed
Payment	- Monthly Principal and Interest of approx.. \$8,239
Fee	- .25% of loan amount
Maturity	- 5 years
Amortization	- 20 years
Collateral	- All Assets of PH Holding/Pigeon Hill Brewing Company - 1 st REM on 895 4 th St
Guarantors	- Unlimited, unsecured personal guarantees of Joel Kamp and Chad Doane - Unlimited corporate guaranty of Pigeon Hill Brewing Company
Additional Provisions	- Annual business tax return reporting for PH Holding and Pigeon Hill Brewing Company, LLC - Annual personal tax return and personal financial statement reporting for Joel Kamp and Chad Doane
Prepayment Penalty	- 3% if refinanced elsewhere

Sincerely,


Jonathan M Huizenga
Vice President
Community Shores Bank

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