

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 24, 2021 @ 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, AWARDS, AND PRESENTATIONS:**
- ☐ **A. Introduction of New Farmers Market Manager City Clerk**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk**
 - B. Sale – 248 Monroe Avenue Planning**
 - C. Solid Waste Ordinance Amendment City Manager**
 - D. Amity Avenue Bridge Removal Public Works**
 - E. Ottawa Street Bridge Removal Public Works**
 - F. H92102 Wood Street, Apple to Marquette – Milling and Resurfacing Public Works**
 - G. MDEGLE Grant Assistance Public Works**
 - H. Beukema Playground Public Works**
 - I. Reese Playground Public Works**
 - J. DPW Vehicle Replacement Public Works/Equipment**
 - K. Water Filtration Plant Fencing Public Works/Filtration**
 - L. Approval of Abatement and Building Contractors – 769 Catawba Avenue Community and Neighborhood Services**

M. Approval and Abatement and Building Contractors – 548 E Dale Avenue
Community and Neighborhood Services

N. Revision to Municipal Senior Millage Funding Allocations CNS

☐ **PUBLIC HEARINGS:**

A. Revocation of IFT – 441 W. Western Avenue Planning

☐ **UNFINISHED BUSINESS:**

A. Pedicab Ordinance City Clerk – TABLED FROM 8/10/21 TO 8/24/21

B. Request for Proposal Approval for YEP Community and
Neighborhood Services

*Commissioner Michael Ramsey has disclosed a Conflict of Interest on this item as he is employed by Community enCompass. A conflict of interest arises because Michael Ramsey is either in a decision-making position or in a position to gain inside information and the conflict must be disclosed when there is a financial benefit. Commissioner Ramsey will recuse himself from voting on this item due to the state conflict. This item must receive six affirmative votes to pass. The Conflict Statement was posted to the City of Muskegon's website (shorelinecity.com) and a link to the Conflict Statement was posted to the City of Muskegon Government Facebook page on August 17, 2021.

C. Motion to Remove Rezoning of 1128 Roberts Street from the Table City
Clerk

D. Rezoning of 1128 Roberts Street Planning

☐ **NEW BUSINESS:**

☐ **ANY OTHER BUSINESS:**

A. Gift Card Committee Update Development Services

☐ **PUBLIC COMMENT ON NON-AGENDA ITEMS:**

- ▶ **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 7-1-1-22 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 24, 2021	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the August 9, 2021 Worksession and August 10, 2021 Regular Meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, August 9, 2021
5:30 p.m.
City Commission Chambers
933 Terrace Street, Muskegon MI 49440

Minutes

2021-73

Present: Mayor Gawron, Commissioners Rinsema-Sybenga, Emory, Johnson, Ramsey, and German

Absent: Vice Mayor Hood

Utility Aid Proposal

Staff is seeking input on the proposal for utility aid. The Development Services Department is proposing utility aid for low income residents under two different proposals. One proposal is an Energy Saving Incentive Program, the second is a Conservation Program. Discussion took place regarding the outlined proposals.

Sanitation Policy

Staff is seeking approval of the policy for establishing and reinforcing rules and regulations related to sanitation. Staff has developed a policy to govern the collection and disposal of residential refuse and ensure all neighborhoods within the city are maintained in a clean, orderly condition at all times for the health, safety, and welfare of the community.

Discussion took place regarding the proposed Sanitation Policy and the item will appear on the agenda at the August 10, 2021 Regular City Commission meeting.

Firetruck Purchase

Staff is requesting the Fire Department be authorized to enter into a purchase contract with Halt Fire of Wixom. E23 is a 2006 pumper with 128,758 miles and L41 is a 2006 75 foot aerial device with 100,074 miles. Buying two badly needed units gives us the ability to save the City \$45,000 with a dual apparatus purchase. Using the pre-payment option provided by the manufacture, Pierce Manufacturing of Wisconsin, the City will save an additional \$22,583.00. E23 and L41 will still be used as back up Fire Trucks when needed.

Discussion took place regarding this item, it will appear on the regular meeting agenda on August 10, 2021.

ARP Funding – Housing

City Staff has developed a Request for Qualifications and a draft Development Agreement for the ARP-funded portion of the in-fill housing program. Staff is seeking approval to release the RFQ broadly and begin discussions with respondents, with a goal of bringing development agreements to the City Commission for approval in September. Staff is recommending that the City Commission allocate \$5 Million from ARP stimulus revenue to accelerate the City's current infill housing program. Staff intends to use these dollars to leverage an additional \$5 Million in private investment by requiring each qualified developer to invest half the cost of construction. The proposed development agreement would include provisions to ensure affordability to buyers below 120% of the AMI by providing a more-robust down payment assistance program to income-qualified buyers. Note that the agreements specifically call out owner-occupied homes because we have the PILOT Infill Program currently focusing on rentals. Additionally, the agreements call out "single family" homes; this should be clarified to Commissioners that single-family homes can be either detached from other single-family homes or attached to other single-family homes (townhouses are an example of this).

Discussion took place and this item will receive further consideration at the August 10, 2021 Regular City Commission meeting.

Michigan Municipal League – Designation of Voting Delegates

The City Commission needs to select an official and alternate to be in attendance at the Michigan Municipal League Convention and to cast the vote of the municipality at the Annual Business Meeting. Discussion took place as to who might be appointed as the official representative and the alternate representative. This item will appear on the agenda for consideration August 10, 2021.

Public Comment – No public comments were received.

Adjournment – The Worksession meeting adjourned at 7:52 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 10, 2021 @ 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, August 10, 2021, Pastor Walley Reames, Central Assembly of God, opened the meeting with a 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, Dan Rinsema-Sybenga, Teresa Emory, Willie German (left at 7:10 p.m.), and Michael Ramsey, City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

HONORS, AWARDS, AND PRESENTATIONS:

A. Presentation of Accreditation Award Public Safety

Bob Stevenson and Neal Rossow from the Michigan Association of Chiefs of Police (MACP) were in attendance to present the Muskegon Police Department with the Michigan Law Enforcement Accreditation Commission (MLEAC) Award, in recognition of completion of the accreditation program.

Accreditation status represents a significant professional achievement. Accreditation acknowledges the implementation of written directives, policies, and procedures that are conceptually sound and operationally effective.

The MACP and MSA (Michigan Sheriffs' Association) believe the Michigan Law Enforcement Accreditation Program will enhance the professionalism of police organizations in the state.

B. Craig Person – Blue House Development – His Muskegon Story

Craig Person moved to Muskegon in 2014 to pursue his passion for real estate. He has invested in several properties in the Muskegon area and has taken his residential redevelopment successes and has become a huge promoter of

Muskegon's ongoing transformation. Mr. Person has started a Facebook blog – "Coffee with Craig – showing others how to start investing in urban redevelopment and plans to eventually release a full documentary regarding Muskegon's resurgence, saying he is proud to call Muskegon his new home. "My motto is dream big, think big and make a difference," Person said of now seeking investment opportunities in the redevelopment of Downtown Muskegon, "I am all in on Muskegon."

PUBLIC COMMENT ON AGENDA ITEMS: Public comments were received.

2021-74 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the July 27, 2021 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

C. AutoPulse Resuscitation Purchase Using Grant Funds Public Safety

SUMMARY OF REQUEST: The Fire Department has received a grant from the Firehouse Subs Public Safety Foundation to purchase an AutoPulse Resuscitation device.

The Firehouse Subs Public Safety Foundation has awarded a grant for \$17,520.30 to purchase a Zoll AutoPulse Resuscitation System. The AutoPulse® Resuscitation System is a CPR machine that provides high-quality automated CPR to victims of sudden cardiac arrest. This is a no-match grant covering the total purchase price of one (1) Zoll AutoPulse and necessary accessories.

STAFF RECOMMENDATION: To authorize the fire department to accept the grant of \$17,520.30 from the Firehouse Subs Public Safety Foundation to purchase the Zoll AutoPulse device.

E. Lumberjacks Lease City Manager

SUMMARY OF REQUEST: Staff is seeking approval of the fifth amendment to the lease agreement with WC Hockey. This amendment will add three additional five-year options for the team.

STAFF RECOMMENDATION: Approve the Agreement and authorize the City Manager and Clerk to sign.

I. Designation of Voting Delegates for the Michigan Municipal League Annual Meeting City Commission

SUMMARY OF REQUEST: To designate, by action of the Commission, one of our officials who will be in attendance at the Convention as an official representative to cast the vote of the municipality at the Annual Meeting; and, if possible, to designate one other official to serve as an alternate.

STAFF RECOMMENDATION: To appoint an official representative, Mayor Stephen J. Gawron, and alternate representative, City Clerk Ann Marie Meisch, to be in attendance and to cast the vote of the municipality at the Annual Business Meeting of the Michigan Municipal League Convention.

J. Community Relations Committee Recommendations City Clerk

SUMMARY OF REQUEST: To concur with the Community Relations Committee and appoint Virginia Taylor to the Zoning Board of Appeals and to concur with the District Library board on the reappointment of three members.

The CRC recommends appointing Virginia Taylor to the vacant position on the Zoning Board of Appeals – Term expiring 1/31/2023. Oneata Bailey, Kevin Huss, and Greg Borgman – Terms expiring 6/30/2025, will be reappointed to the District Library board as recommended by the Library Board.

STAFF RECOMMENDATION: To concur with the recommendation of the CRC and District Library Board on the appointment and reappointments.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to accept the consent agenda as presented, except items B, D, F, G, and H.

ROLL VOTE: Ayes: Gawron, Hood, Ramsey, German, Rinsema-Sybenga, Emory, and Johnson

Nays: None

MOTION PASSES

2021-75 REMOVED FROM CONSENT AGENDA:

B. Request to Fly Christian Flag City Clerk

SUMMARY OF REQUEST: Michael Hansen is seeking approval to fly the Christian Flag at Muskegon City Hall the first week of May 2022, during the week of the National Day of Prayer.

STAFF RECOMMENDATION: To approve the request by Mr. Hansen to fly the Christian Flag the week of the National Day of Prayer, the first week of May, 2022.

Motion by Commissioner Ramsey, second by Commissioner Johnson, to deny the request by Mr. Hansen to fly the Christian Flag the week of the National Day of Prayer, the first week of May 2022.

ROLL VOTE: Ayes: Hood, Ramsey, German, Rinsema-Sybenga, Emory, Johnson, and Gawron

Nays: None

MOTION PASSES

D. Purchase Request for Two Fire Apparatuses Public Safety

SUMMARY OF REQUEST: Purchase agreement with Halt Fire of Wixom to purchase two fire apparatuses to replace E23 – a 2006 pumper and L41 – a 2006 aerial device.

Staff is requesting the Fire Department to enter into a purchase contract with Halt Fire of Wixom. E23 is a 2006 pumper with 128,758 miles and L41 is a 2006 75 foot aerial device with 100,074 miles. Buying two badly needed units gives us the ability to save the City \$45,000 with a dual apparatus purchase. Using the pre-payment option provided by the manufacturer, Pierce Manufacturing of Wisconsin, the City will save an additional \$22,583. E23 and L41 will still be used as back up Fire Trucks when needed.

AMOUNT REQUESTED: \$2,063,361.00

FUND OR ACCOUNT: TBD

STAFF RECOMMENDATION: To approve staff to enter into a two-apparatus purchase agreement with Halt Fire of Wixom Michigan.

Motion by Commissioner Ramsey, second by Commissioner Emory, to approve staff to enter into a two-apparatus purchase agreement with Halt Fire of Wixom Michigan.

ROLL VOTE: Ayes: Ramsey, German, Rinsema-Sybenga, Emory, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

F. Sanitation Policy Development Services

SUMMARY OF REQUEST: Staff is seeking approval of the policy for establishing and reinforcing rules and regulations related to sanitation.

Staff has developed a policy to govern the collection and disposal of residential refuse and ensure all neighborhoods within the city are maintained in a clean, orderly condition at all times for the health, safety, and welfare of the community.

STAFF RECOMMENDATION: To approve the policy establishing rules and regulations related to sanitation.

Motion by Commissioner Ramsey, second by Commissioner Rinsmea-Sybenga, to approve the policy establishing rules and regulations related to sanitation.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, and Ramsey

Nays: None

MOTION PASSES

G. ARP Infill Housing Program City Manager

SUMMARY OF REQUEST: City staff has developed a Request for Qualifications and a draft Development Agreement for the ARP-funded portion of the in-fill housing program. Staff is seeking approval to release the RFQ broadly and begin discussions with respondents, with a goal of bringing development agreements to the City Commission for approval in September.

Staff is recommending that the City Commission allocate \$5 Million from ARP stimulus revenue to accelerate the city's current infill housing program. Staff intends to use these dollars to leverage an additional \$5 Million in private investment by requiring each qualified developer to invest half the cost of construction. The proposed development agreement would include provisions to ensure affordability to buyers below 120% of the AMI by providing a more-robust down payment assistance program to income-qualified buyers. Note that the agreements specifically call out owner-occupied homes because we have the PILOT Infill Program currently focusing on rentals. Additionally, the agreements call out "single family" homes; this should be clarified to Commissioners that single-family homes can be either detached from other single family homes or attached to other single family homes (townhouses are an example of this).

AMOUNT REQUESTED: \$5 Million

FUND OR ACCOUNT: State/Federal Grants

STAFF RECOMMENDATION: Allocate \$5 Million in ARP stimulus funds to the infill housing program and authorize the City Manager to broadly release the RFQ and identify qualified developers for the program.

Motion by Commissioner Ramsey, second by Commissioner Johnson, to allocate \$5 Million in ARP stimulus finds to the infill housing program and authorize the City Manager to broadly release the RFQ and identify qualified developers for the program.

ROLL VOTE: Ayes: Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, Ramsey, and German

Nays: None

MOTION PASSES

H. 1095 Third Street Redevelopment RFP Economic Development

SUMMARY OF REQUEST: Catholic Charities is in the final stages of relocating from their former offices at 1095 Third Street to their new location. The department has prepared a request for proposals for qualified developers to submit redevelopment plans for the Commission's consideration.

Over the past eighteen months, the Economic Development department has worked with Catholic Charities during their efforts to construct their new offices

and relocate. During that time, several interested parties, both local and regional, have expressed interest in the building for mixed use, federal office lease space, pure residential, nonprofit, and a variety of other uses. The document reflects a request for proposals for the future of the site. Staff have recommended a focus on mixed use, with additional requested emphasis on residential in multiple modes and price points, activation of the additional lots adjacent to the building, and an active commercial street front on Third. The document is presented tonight for review and endorsement to ensure it aligns with commission's goals for the site.

STAFF RECOMMENDATION: To endorse the Request for Proposals for the 1095 Third Street Redevelopment RFP as presented.

Motion by Commissioner Ramsey, second by Commissioner Rinsema-Sybenga, to endorse the Request for Proposals for the 1095 Third Street Redevelopment RFP as presented.

ROLL VOTE: Ayes: Emory, Johnson, Gawron, Hood, Ramsey, German, and Rinsema-Sybenga

Nays: None

MOTION PASSES

2021-76 NEW BUSINESS:

A. Pedicab Ordinance City Clerk

SUMMARY OF REQUEST: City Commission is being asked to consider an ordinance to allow and regulate Pedicabs. City Commission is also being asked to consider an amendment to allow consumption or possession of alcoholic liquors in parks and playgrounds while participating in a pedicab.

The city has been approached by a person wishing to operate a party bike. Staff has worked with the city attorney and is proposing the Pedicab ordinance presented as well as an amendment to Chapter 58 Article I to allow consumption or possession of alcoholic liquors in parks and playgrounds while participating in a pedicab.

STAFF RECOMMENDATION: To adopt a new ordinance allowing and regulating Pedicabs and to amend Chapter 58 Article I of the City Code of Ordinances to allow consumption or possession of alcoholic liquors in parks and playgrounds while participating in a pedicab.

Motion by Commissioner Ramsey, second by Vice Mayor Hood, to table this item until the August 24, 2021 meeting.

ROLL VOTE: Ayes: Johnson, Gawron, Hood, Ramsey, German, Rinsema-Sybenga, and Emory

Nays: None

MOTION PASSES

B. Representation – Opioid Litigation City Manager

SUMMARY OF REQUEST: City staff is seeking authorization to enter into an agreement with Grabhorn Law Office and Haney Law Office to represent the city's interest in opioid litigation in the State of Michigan.

There have been a series of litigation events related to the dispensing of opioids across the county. The result has been a number of class-action lawsuits and related settlements, with additional action likely to come in the near future. Staff is seeking permission to engage Grabhorn Law Office and Haney Law Office to represent our interests in the litigation as well as the settlement disbursements. There will be no direct cost to the city, as the fees will come from the settlements. Additionally, our actual settlements will not be reduced by the legal fees because a separate fund has already been established to cover all related attorney fees for all interested parties.

STAFF RECOMMENDATION: Authorize the City Manager to enter into the representation agreement as presented.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to authorize the City Manager to enter into the representation agreement as presented.

ROLL VOTE: Ayes: Gawron, Hood, Ramsey, Rinsema-Sybenga, Emory, and Johnson.

Nays: None

MOTION PASSES

2021-77 ANY OTHER BUSINESS: Mayor Gawron was contacted by the Muskegon Boxing Club operating out of Smith Ryerson with a request for help with funding the program. The funding would help with equipment purchases such as uniforms, headgear, gloves, rings, ropes, etc.

Motion by Commissioner Ramsey, second by Commissioner Emory, to add \$25,000 to contractual services in the Parks Budget for the purpose of supplementing the boxing program at Smith Ryerson.

ROLL VOTE: Ayes: Hood, Ramsey, Rinsema-Sybenga, Emory, Johnson, and Gawron

Nays: None

MOTION PASSES

Commissioner Ramsey asked the clerk to provide an explanation in writing about the discrepancies between what was posted by the City Clerk and County Clerk in vote totals posted on election night. Commissioner Ramsey requested an update from the Gift Card Committee.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Public Comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 8:00 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 24, 2021	Title: Sale – 248 Monroe Ave.
Submitted By: Hope Griffith	Department: Planning Department
Brief Summary: City staff is seeking authorization to sell the City-owned home at 248 Monroe Ave. to Victoria L. Harthorn & Kim M. Harthorn.	
Detailed Summary: The city constructed this house as part of the phase two of our infill housing program. Our contract to construct the home was \$164,470. We also anticipated \$11,512 in sales commissions. The accepted purchase price is \$177,900. The City will not contribute funds toward closing costs.	
Amount Requested: None.	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the Code Coordinator to complete the sale of 248 Monroe Ave, as described in the attached purchase agreement and to have the Mayor and Clerk sign the deed.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 08/05/2021 (time) _____ MLS # 21097199 #

SELLING OFFICE: Fivestar Real Estate Leaders BROKER LIC.#: 6505276328BR0055 REALTOR® PHONE: 231-955-9222

LISTING OFFICE: West Urban Realty REALTOR® PHONE: 616-874-7085 616-366-2459

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

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

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

Primary Selling Agent Name: Brenda Harris Email: brendaharrisrealtor@yahoo.co Lic.#: 6501365294

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

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

☐ Buyer has received the Seller's Disclosure Statement, dated _____. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.

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

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

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

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

248 Monroe Avenue, 248, Muskegon, MI 49441

with the following legal description and tax parcel ID numbers:

attached MLS

PP# 24-205-367-0009-30

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

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

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 177900
one hundred seventy-seven thousand nine hundred U.S. Dollars

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

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)

SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

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

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

☒ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a CONV type 30 (year) mortgage in the amount of 75 % of the Purchase Price bearing interest at a rate not to exceed TBD % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 2-3 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☒ Buyer will agree to pay an amount not to exceed \$ 0 representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

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

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

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

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

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

☐ OTHER: _____

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

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

☒ IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at:
8110 Town Line Rd. Eveleth, MN. 55734

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

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

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

All Appliances in the home - stove, refrigerator

but does not include:

248 Monroe Avenue, 248, Muskegon, MI 49441

Subject Property Address/Description

08/05/2021

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

12. Assessments (choose one):

If the Property is subject to any assessments,

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

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

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

☐ No proration. (Choose one):

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

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

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

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

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

Where no county or government protocol is in place, Seller will arrange for, at Seller's expense, well and septic inspections (as referenced above) by a qualified inspector. Seller will have tanks pumped, unless a qualified inspector determines, in writing, that pumping is not necessary.

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

N/A

15. Inspections & Investigations:

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense. **In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects.**

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

All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be

248 Monroe Avenue, 248, Muskegon, MI 49441

Subject Property Address/Description

08/05/2021

Date

Time

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

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

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

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

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

Buyer to sellers choice

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

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

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

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

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

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 09/09/2021. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

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

☒ At the completion of the closing of the sale.

☐ At ☐ a.m. ☐ p.m. on the day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay Buyer \$ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

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

248 Monroe Avenue, 248, Muskegon, MI 49441

Subject Property Address/Description

08/05/2021

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

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

23. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 08/07/2021 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ 1000 shall be submitted to Fivestar (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.
24. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.
25. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
26. **Other Provisions:**
27. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.
28. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.
29. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

248 Monroe Avenue, 248, Muskegon, MI 49441

Subject Property Address/Description

08/05/2021

Date

Time

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

Buyer 1 Address Victoria L Harthorn dotloop verified 08/05/21 8:34 PM CDT PPX1-M1UI-CKFG-XZOK **Buyer**
 Buyer 1 Phone: (Res.) _____ (Bus.) _____ Victoria L Harthorn
 Print name as you want it to appear on documents.
 Buyer 2 Address Kim M Harthorn dotloop verified 08/05/21 8:30 PM CDT TASV-KANO-RME3-OF5H **Buyer**
 Buyer 2 Phone: (Res.) _____ (Bus.) _____ Kim M Harthorn
 Print name as you want it to appear on documents.

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

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

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

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

34. **Listing Office Address:** _____ Listing Broker License # _____
Listing Agent Name: Mariana Murillo VanDam Listing Agent License # 6506015435

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

X (Seller's Signature, Date, Time): Frank Peterson dotloop verified 08/06/21 10:05 AM EDT ORIP-6TXP-6BCH-MITZ _____
 Is Seller a U.S. Citizen? ☒ Yes ☐ No*
 Print name as you want it to appear on documents.

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

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

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

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

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

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

248 Monroe Avenue, 248, Muskegon, MI 49441

Subject Property Address/Description

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 8/24/2021	Title: Solid Waste Ordinance Amendment
Submitted By: LeighAnn Mikesell	Department: Manager's Office
Brief Summary: Staff is seeking approval of an amendment to Chapter 70, Article II of the Code of Ordinances in coordination with the revised Sanitation Policy.	
Detailed Summary: The newly adopted Sanitation Policy includes revised times when refuse collection carts can be placed at the curb. Staff is seeking a change to the Solid Waste ordinance to match the new standards.	
Amount Requested: None	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To amend and adopt Chapter 70, Article II, Section 31(a) of the Code of Ordinances for Solid Waste.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. ____

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter 70 Article II of the Code of Ordinances of the City of Muskegon, Michigan, Section 70-31(a) is amended to read as follows:

Sec. 70-31. City refuse collection.

- (a) *Placement of refuse.* Unless authorized by section 70-4(b), every owner and occupant of a residential unit for which city refuse collection service is afforded under this chapter shall place all accumulated and acceptable refuse for collection in a mixed refuse collection cart supplied by the city or its contractor which cart shall be tightly sealed, with excess mixed refuse in additional mixed refuse bags with authorized stickers attached. Mixed refuse collection carts and additional refuse bags intended for collection with stickers attached shall be placed by the owner and occupant of the residential unit at the curb in front of the residence not earlier than 4:00 p.m. of the day preceding the collection day and not later than 6:00 a.m. of the day of collection. Additional refuse bags intended for collection shall not be broken nor weigh more than 30 pounds when filled. The owner and occupant shall not place or cause to be placed by unacceptable items in any additional refuse bag or mixed refuse collection cart intended for collection. No person shall place refuse materials of any kind of the premises of or in front of a residence for city collection service, except refuse originating in that residence.

2. This Ordinance is to become effective ten (10) days after adoption.

Ayes:

Nays:

First Reading:

Second Reading:

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 _____, 2021, at which meeting a quorum was present and remained throughout, and 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.

Date: _____, 2021

Ann Marie Meisch, MMC
City Clerk

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 _____, 2021, the City Commission of the City of Muskegon amended subsection (a) of Chapter 70, Article II, Section 70-31 of the Muskegon City Code, summarized as follows:

1. TO BE COMPLETED IN THE FUTURE

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.

Published: _____, 2021

CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 24 th , 2021	Title: Amity Avenue Bridge Removal
Submitted By: Joel Brookens	Department: Public Works
Brief Summary: Staff is seeking formal resolution confirming concurrence for removal of the Amity Avenue bridge.	
Detailed Summary: Staff is seeking funds from the Michigan Department of Transportation (MDOT) Bridge Bundle Program. MDOT piloted a Bridge Bundle program last year with the hopes of reducing the number of critical condition bridges by combining several bridges into one package. More information about the program and an online tracking tool can be found here: https://www.michigan.gov/som/0,4669,7-192-47796-564509--,00.html Two bridges within the City of Muskegon have been recommended for inclusion in the second year of the program, the Ottawa Street bridge and Amity Street bridge. Staff will be continue to provide information to the Bridge Bundle program as needed. The statement below is from the program administrator, Roger Safford, via email: <i>Since these bridges were initially built to serve the public interest and need, local agencies desiring to close them permanently will need to take appropriate actions to document this consistent with local policy procedures. We will need a certified resolution from the governing body along with a formal resolution from any other applicable local agency (city, village or township) confirming concurrence for the bridge removal.</i> The Amity Avenue bridge was constructed to allow the railroad to pass underneath, the railroad is abandoned and has rendered the bridge unnecessary. As a part of this program, MDOT will fully fund the bridge removal. The City will be responsible to provide a matching project to reconnect the road after the bridge removal. It is worth noting, the street will be closed for a period of time until the city can reconstruct the roads at grade. Staff is recommending approval of the resolution to remove the Amity Avenue Bridge.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion:	

Approve the Amity Avenue Bridge Removal Resolution and authorize the Clerk to sign.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Amity Avenue Bridge Removal

CITY OF MUSKEGON

RESOLUTION NO.

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City
Commission Chambers on

RECITALS

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY RESOLVES:

1. The City of Muskegon hereby approves the temporary street closure and removal of the bridge,
which carries Amity Avenue over an abandoned railroad bed.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Muskegon does own said bridge.
2. The bridge is identified in the MiBridge system as structure number 7699
3. The bridge was initially installed to serve the public interest. The bridge is no longer needed.

Resolution duly adopted.

YEAS _____

NAYS _____

CITY OF MUSKEGON

By _____

Ann Meisch, MMC – City Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board of Commissioners of the City of Muskegon, Michigan, held on the Day of , 20, and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

Ann Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 24 th , 2021	Title: Ottawa Street Bridge Removal
Submitted By: Joel Brookens	Department: Public Works
Brief Summary: Staff is seeking formal resolution confirming concurrence for removal of the Ottawa Street bridge.	
Detailed Summary: Staff is seeking funds from the Michigan Department of Transportation (MDOT) Bridge Bundle Program. MDOT piloted a Bridge Bundle program last year with the hopes of reducing the number of critical condition bridges by combining several bridges into one package. More information about the program and an online tracking tool can be found here: https://www.michigan.gov/som/0,4669,7-192-47796-564509--,00.html Two bridges within the City of Muskegon have been recommended for inclusion in the second year of the program, the Ottawa Street bridge and Amity Street bridge. Staff will be continue to provide information to the Bridge Bundle program as needed. The statement below is from the program administrator, Roger Safford, via email: <i>Since these bridges were initially built to serve the public interest and need, local agencies desiring to close them permanently will need to take appropriate actions to document this consistent with local policy procedures. We will need a certified resolution from the governing body along with a formal resolution from any other applicable local agency (city, village or township) confirming concurrence for the bridge removal.</i> The Ottawa Street bridge over the south branch of the Muskegon River is currently closed to traffic due to deteriorating conditions that have rendered it unusable. The bridge was previously investigated for reconstruction with an estimated cost of \$2M+. Upon closure the City constructed a new entrance to Richards Park which has restored access to all properties and allowed for the bridge to be rendered unnecessary. In addition to the bridge removal resolution a modification to our Act 51 map will be required to reflect the shortening of the street. The second attached resolution modifies the end point of Ottawa Street and will be required during our next annual Act 51 Map update cycle in April. Staff is recommending approval of both resolutions related to Ottawa Street.	
Amount Requested: \$0	Amount Budgeted: \$0

Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the Ottawa Street Bridge Removal Resolution and approve the Ottawa Street Decertification / Vacation Resolution and authorize the Clerk to sign both resolutions.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Ottawa Street Bridge Removal

CITY OF MUSKEGON

RESOLUTION NO.

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City
Commission Chambers on

RECITALS

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY RESOLVES:

1. The City of Muskegon hereby approves the permanent closure and removal of the bridge, which
carries Ottawa Street over the south branch of the Muskegon River.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Muskegon does own said bridge.
2. The bridge is identified in the MiBridge system as structure number 7700
3. The bridge was initially installed in 1929 to serve the public interest. The bridge is no longer
needed.

Resolution duly adopted.

YEAS _____

NAYS _____

CITY OF MUSKEGON

By _____

Ann Meisch, MMC – City Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board of Commissioners of the City of Muskegon, Michigan, held on the Day of , 20, and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

Ann Meisch, MMC – City Clerk

Ottawa Street Bridge Removal

(City of Muskegon)

STREET DECERTIFICATION

NOW THEREFORE IT IS RESOLVED:

At a regular meeting of the City Commissioners of Muskegon, Michigan, held at the city hall on August 24, 2021, the following resolution was offered by member _____, and supported by member _____.

Whereas the City of Muskegon does wish to decertify a portion of Ottawa Street, from the bridge (mile point 0.950) to the north end (mile point 1.045). The total decertification length is 502 feet. These street is no longer open to the public or for public use on or before April 1, 2021.

Resolution duly adopted.

(Date) _____

(City/Village Clerk) _____

Certified to be a true copy, _____

(Date) _____

(City, Village Clerk) _____

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 24, 2021	Title: H92102 Wood Street, Apple to Marquette
Submitted By: Joel Brookens	Department: Public Works
Brief Summary: Authorize the award of the H92102 Wood Street, Apple to Marquette contract to the low bidder, McCormick Sand Inc.	
Detailed Summary: Staff solicited bids for milling and resurfacing of Wood Street, from Apple to Marquette. Bids received are as follows: • \$381,081.25 – McCormick Sand • \$387,554.73 – Wadel Stabilization The project would be constructed during the 2021-22 construction season.	
Amount Requested: \$381,081.25	Amount Budgeted: \$500,000
Fund(s) or Account(s): 202-92102	Fund(s) or Account(s): 202-92102
Recommended Motion: Approve the award of H92102 Wood Street, Apple to Marquette contract to the low bidder, McCormick Sand Inc. in the amount of \$381,081.25.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

1.10 BID TABULATION

City of Muskegon
Engineering Department

Project Engineer: JB Date: 8/17/2021
Project Number: H92102
Project description: Wood St; Apple to Marg
Engineer's Estimate: \$ 436,936.40

					Engineers Estimate		McCormick Sand		Wadel Stabilization	
Line Item	Pay Code	Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1500001	Mobilization, Max	LSUM	1	\$ 39,000.00	\$ 39,000.00	\$ 25,000.00	\$ 25,000.00	\$ 28,500.00	\$ 28,500.00
2	2040055	Sidewalk, Rem	Syd	338	\$ 8.00	\$ 2,704.00	\$ 8.00	\$ 2,704.00	\$ 11.00	\$ 3,718.00
3	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	30	\$ 100.00	\$ 3,000.00	\$ 75.00	\$ 2,250.00	\$ 105.00	\$ 3,150.00
4	3020001	Aggregate Base	Ton	175	\$ 20.00	\$ 3,500.00	\$ 30.00	\$ 5,250.00	\$ 30.50	\$ 5,337.50
5	3020051	Aggregate Base, Conditioning	Sta	35.2	\$ 1,000.00	\$ 35,200.00	\$ 525.00	\$ 18,480.00	\$ 475.00	\$ 16,720.00
6	3060021	Maintenance Gravel, LM	Cyd	100	\$ 15.00	\$ 1,500.00	\$ 0.01	\$ 1.00	\$ 5.00	\$ 500.00
7	4030004	Dr Structure Cover, Adj, Case 1, Modified	Ea	28	\$ 650.00	\$ 18,200.00	\$ 950.00	\$ 26,600.00	\$ 890.00	\$ 24,920.00
8	4037050	Dr Structure Cover, Type B, Modified	Ea	28	\$ 500.00	\$ 14,000.00	\$ 425.00	\$ 11,900.00	\$ 500.00	\$ 14,000.00
9	5010002	Cold Milling HMA Surface	Syd	13756	\$ 1.25	\$ 17,195.00	\$ 0.75	\$ 10,317.00	\$ 1.20	\$ 16,507.20
10	5010031	HMA, 3C	Ton	1192	\$ 95.00	\$ 113,240.00	\$ 74.50	\$ 88,804.00	\$ 74.62	\$ 88,947.04
11	5010032	HMA, 4C	Ton	1192	\$ 105.00	\$ 125,160.00	\$ 87.25	\$ 104,002.00	\$ 87.22	\$ 103,966.24
12	8020038	Curb and Gutter, Conc, Det F4	Ft	350	\$ 20.00	\$ 7,000.00	\$ 23.00	\$ 8,050.00	\$ 23.00	\$ 8,050.00
13	8030010	Detectable Warning Surface	Ft	265	\$ 35.00	\$ 9,275.00	\$ 38.00	\$ 10,070.00	\$ 38.00	\$ 10,070.00
14	8030034	Sidewalk Ramp, Conc, 4 inch	Sft	3136	\$ 6.00	\$ 18,816.00	\$ 5.00	\$ 15,680.00	\$ 5.00	\$ 15,680.00
15	8030044	Sidewalk, Conc, 4 inch	Sft	350	\$ 3.00	\$ 1,050.00	\$ 5.00	\$ 1,750.00	\$ 5.00	\$ 1,750.00
16	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	Ft	1173	\$ 3.00	\$ 3,519.00	\$ 2.75	\$ 3,225.75	\$ 2.75	\$ 3,225.75
17	8110044	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	Ft	221	\$ 6.00	\$ 1,326.00	\$ 5.50	\$ 1,215.50	\$ 5.50	\$ 1,215.50
18	8110231	Pavt Mrkg, Waterborne, 4 inch, White	Ft	118	\$ 0.50	\$ 59.00	\$ 0.25	\$ 29.50	\$ 0.25	\$ 29.50
					PAGE 1 TOTAL					
19	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	6364	\$ 0.35	\$ 2,227.40	\$ 0.25	\$ 1,591.00	\$ 0.25	\$ 1,591.00
20	8120022	Barricade, Type III, High Intensity, Lighted, Furn	Ea	26	\$ 80.00	\$ 2,080.00	\$ 105.00	\$ 2,730.00	\$ 105.00	\$ 2,730.00
21	8120023	Barricade, Type III, High Intensity, Lighted, Oper	Ea	26	\$ 3.50	\$ 91.00	\$ 5.00	\$ 130.00	\$ 5.00	\$ 130.00
22	8120100	Dust Palliative, Applied	Ton	5	\$ 50.00	\$ 250.00	\$ 0.10	\$ 0.50	\$ 10.00	\$ 50.00
23	8120170	Minor Traf Devices	LSUM	1	\$ 2,000.00	\$ 2,000.00	\$ 10,450.00	\$ 10,450.00	\$ 13,500.00	\$ 13,500.00
24	8120252	Plastic Drum, Fluorescent, Furn	Ea	121	\$ 25.00	\$ 3,025.00	\$ 20.00	\$ 2,420.00	\$ 20.00	\$ 2,420.00
25	8120253	Plastic Drum, Fluorescent, Oper	Ea	121	\$ 1.00	\$ 121.00	\$ 1.00	\$ 121.00	\$ 1.00	\$ 121.00

City of Muskegon Engineering Department	Project Engineer:	JB	Date:	8/17/2021
	Project Number:	H92102		
	Project description:	Wood St; Apple to Marq		
	Engineer's Estimate:	\$ 436,936.40		

					Engineers Estimate		McCormick Sand		Wadel Stabilization	
Line Item	Pay Code	Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
26	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	760	\$ 5.00	\$ 3,800.00	\$ 3.00	\$ 2,280.00	\$ 3.00	\$ 2,280.00
27	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	760	\$ 1.00	\$ 760.00	\$ 1.00	\$ 760.00	\$ 1.00	\$ 760.00
28	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	80	\$ 8.00	\$ 640.00	\$ 7.00	\$ 560.00	\$ 7.00	\$ 560.00
29	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	80	\$ 1.00	\$ 80.00	\$ 1.00	\$ 80.00	\$ 1.00	\$ 80.00
30	8160062	Topsoil Surface, Furn, 4 inch	Syd	303	\$ 4.00	\$ 1,212.00	\$ 7.00	\$ 2,121.00	\$ 10.00	\$ 3,030.00
31	8167011	Hydroseeding	Syd	303	\$ 2.00	\$ 606.00	\$ 3.00	\$ 909.00	\$ 2.00	\$ 606.00
32	8237050	Water Valve Box and Cover, Complete	Ea	18	\$ 350.00	\$ 6,300.00	\$ 1,200.00	\$ 21,600.00	\$ 745.00	\$ 13,410.00
33										
						PAGE 2 TOTAL				

	BID TOTAL:	\$ 436,936.40		\$ 381,081.25		\$ 387,554.73
--	-------------------	---------------	--	----------------------	--	---------------

INDEX TO SHEETS

SHEET	DESCRIPTION
1	TITLE SHEET
2	CROSS SECTION AND DETAIL SHEET
3	STA 0+21 (P.O.B.) TO STA 5+00 ROAD PLAN
4	STA 5+00 TO STA 9+92 ROAD PLAN
5	STA 9+92 TO STA 14+84 ROAD PLAN
6	STA 14+84 TO STA 19+76 ROAD PLAN
7	STA 19+76 TO STA 24+68 ROAD PLAN
8	STA 24+68 TO STA 29+91 ROAD PLAN
9	STA 29+91 TO STA 35+46 ROAD PLAN
10	STA 35+46 TO STA 39+74 (P.O.E.) ROAD PLAN
11	TRAFFIC CONTROL
12	PERMANENT PAVEMENT MARKINGS

STANDARD PLANS

- R-28-J CURB RAMP AND DETECTABLE WARNING DETAILS
- R-29-I DRIVEWAY OPENINGS & APPROACHES, AND CONCRETE SIDEWALKS
- R-96-E SOIL EROSION & SEDIMENTATION CONTROL MEASURES
- R-7-F COVER B
- R-1-G DRAINAGE STRUCTURES

NOTE: STANDARD PLANS INCLUDED IN PROPOSAL

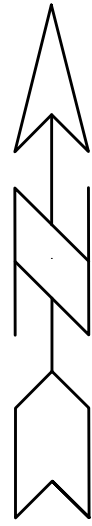
NOTE:
THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THESE IMPROVEMENTS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2004 AASHTO GUIDELINES.

CITY OF MUSKEGON
WOOD STREET

FROM APPLE AVE TO MARQUETTE AVE,

TRAFFIC, SAFETY STANDARD PLANS

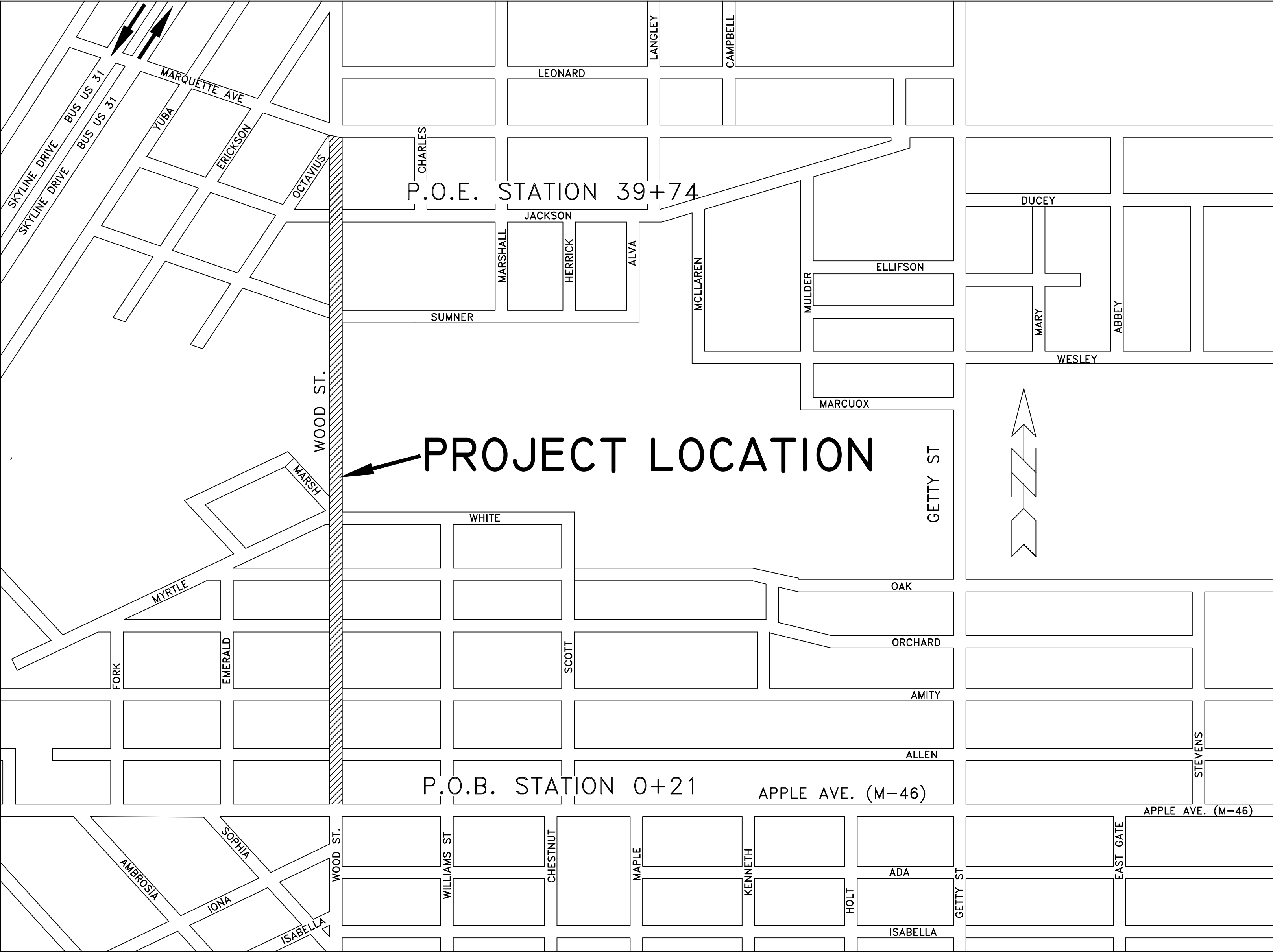
- WZD-100-A GROUND DRIVEN SIGN SUPPORTS FOR TEMPORARY SIGNS
- WZD-125-E TEMPORARY TRAFFIC CONTROL DEVICES
- *STANDARD PLANS INCLUDED IN PROPOSAL



NO SCALE

UTILITIES

- ELECTRIC
CONSUMERS ENERGY
JOEL BROWN
700 E STERNBERG ROAD
NORTON SHORES, MI 49441
(231) 332-2682
- TELEPHONE
FRONTIER COMMUNICATIONS
DAVID B. FLERMOEN
860 TERRACE STREET
MUSKEGON MI 49440
(231) 727-1319
- GAS
DTE ENERGY
VINCENT DUCA
2359 OLTHOFF DRIVE
MUSKEGON MI 49444
(231) 578-0488 (CELL)
- CABLE
COMCAST
TBA
- WATER & SEWER
CITY OF MUSKEGON DPW -
WYATT EARP, DAVE BAKER
1350 E KEATING AVENUE
MUSKEGON MI 49442
(231) 724-4100



CITY OF MUSKEGON				WOOD ST.	
OFFICE OF THE CITY ENGINEER				APPLE AVE., TO MARQUETTE AVE	
DRAWN	F. PEASE	FEB 21	REVISION	SURVEY	H-92102
CHECKED			REVISION	AS-BUILT	PROJECT NO.
APPROVED			REVISION	SCALE	NO SCALE
				SHEET NO 1	OF 12

WOOD ST. CROSS SECTION AND DETAIL SHEET

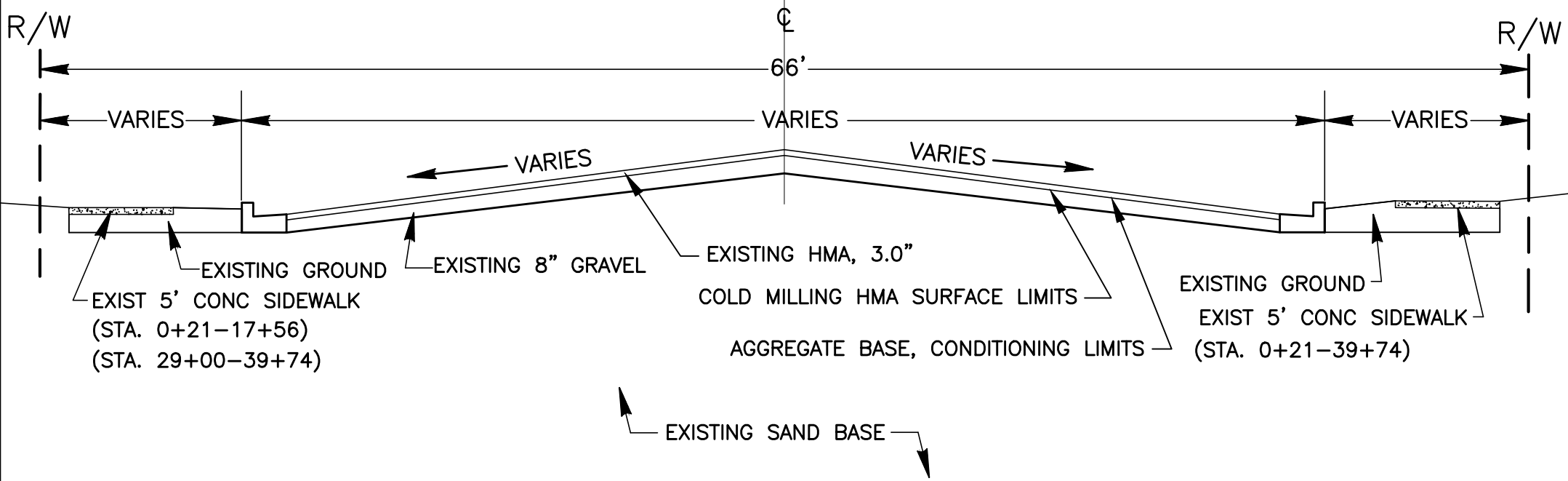
NOT TO SCALE

TYPICAL EXISTING X-SECTION

STATION 0+21-2+00 (40'-34' BB +/-)

STATION 2+00-17+00 (34' BB +/-)

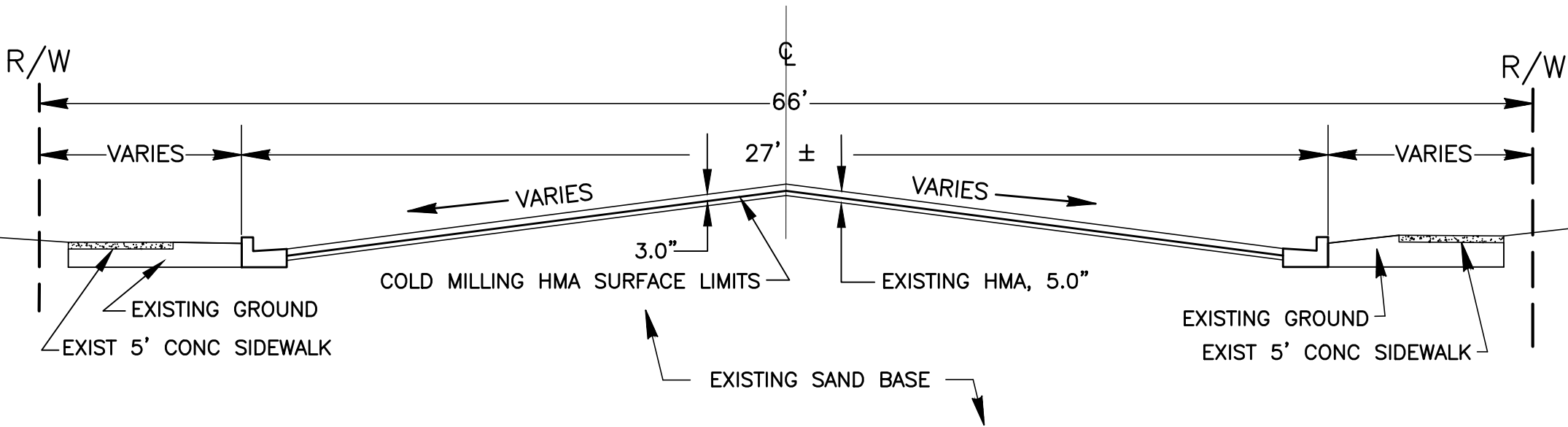
STATION 17+00-34+72 (31' BB +/-)



NOT TO SCALE

TYPICAL EXISTING X-SECTION

STATION 34+72-39+74 (27'+/-)

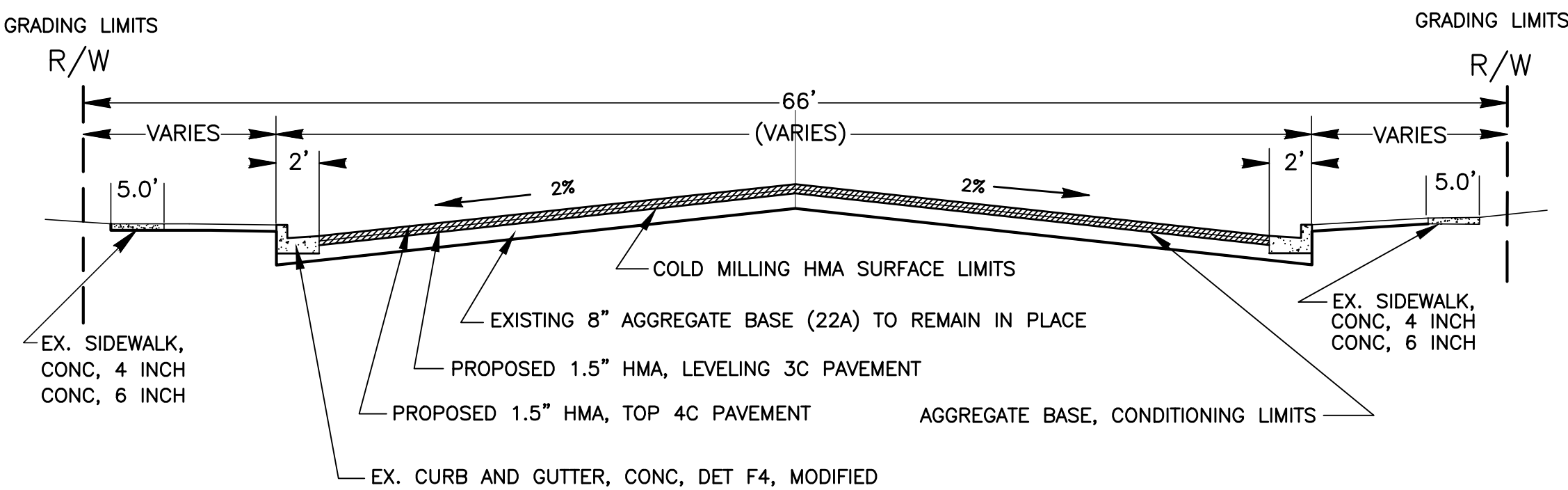


*STATION (35+46-39+74)

*HMA ONLY WITH NO AGGREGATE BASE

TYPICAL PROPOSED X-SECTION

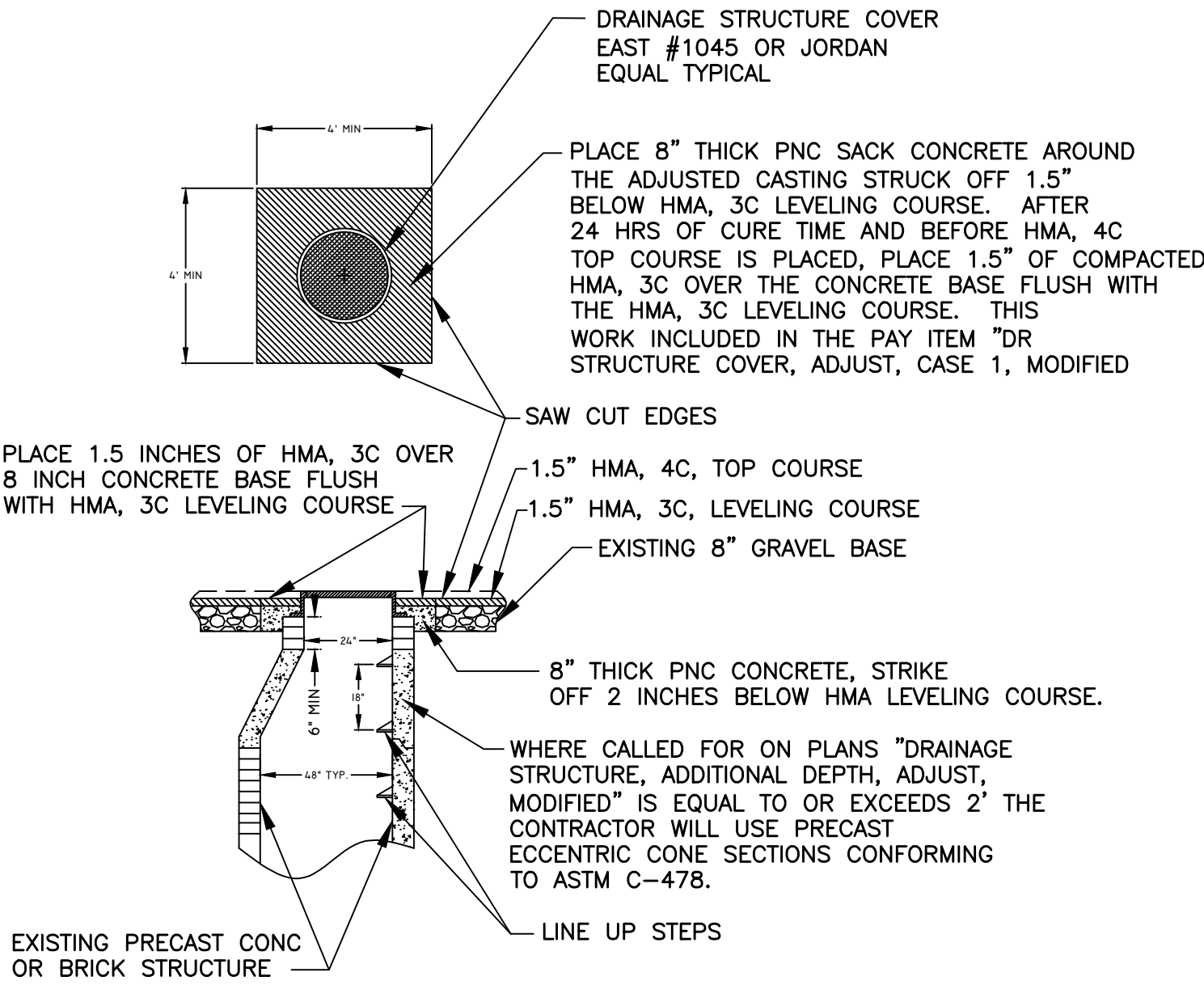
STATION 0+21-35+46 (VARIES)



NOT TO SCALE

AGGREGATE BASE NOTE:
THE PAY ITEM FOR AGGREGATE BASE (22A)
PAID BY THE TON WILL ONLY BE USED TO
BRING THE EXISTING AGGREGATE TO THE
PROPOSED CROSS SECTION IF
THERE IS NOT ENOUGH OF THE EXISTING
AGGREGATE TO DO SO.

DRAINAGE STRUCTURE COVER, ADJUST DETAIL

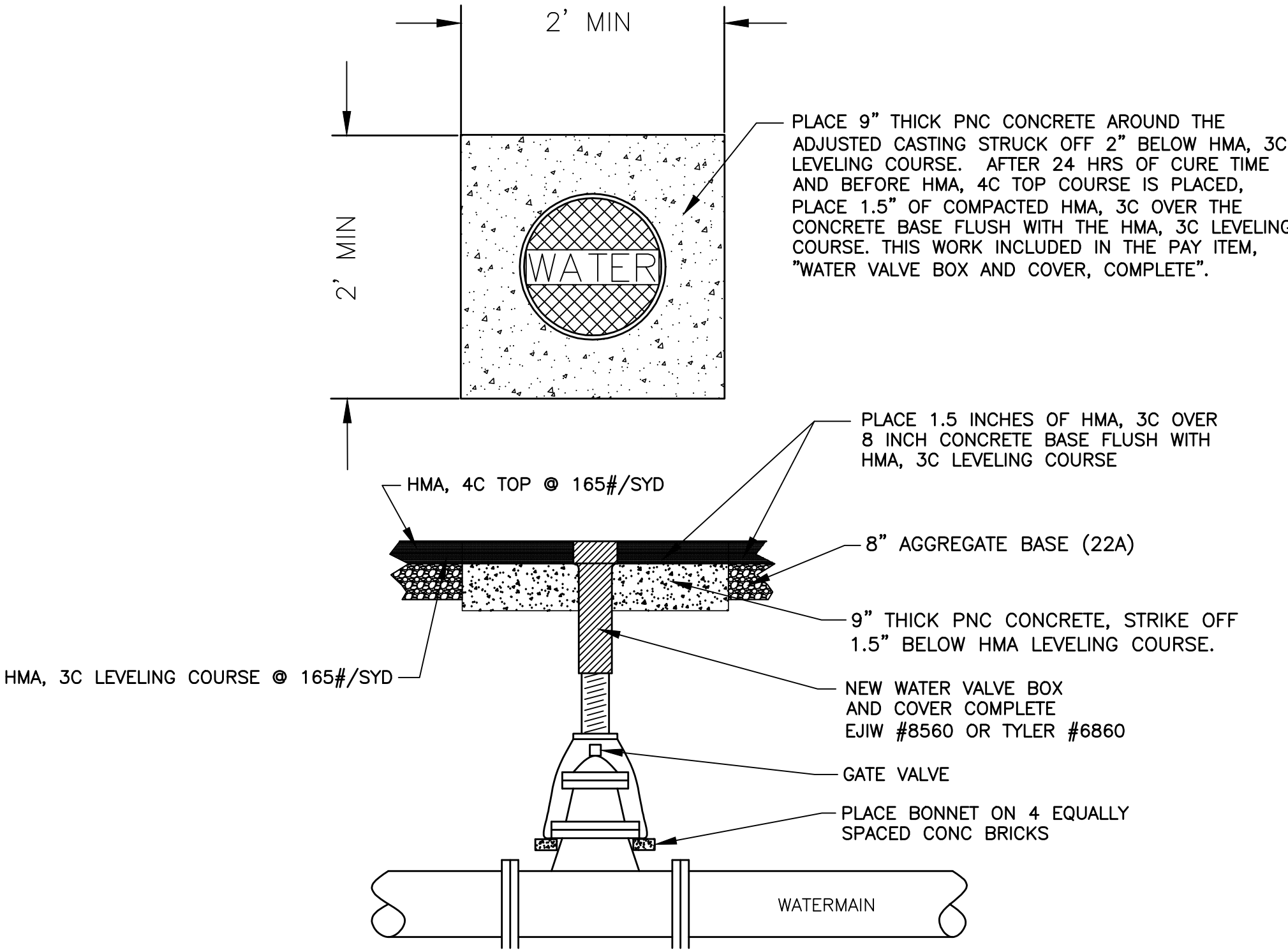


NO SCALE

DRAINAGE STRUCTURE COVERS

QUANTITY	DETAIL TYPE	CASTING DESCRIPTION	UNIT WEIGHT	TOTAL WEIGHT
28 EA	B	MANHOLE CASTING EAST JORDAN #1045 OR EQUAL TYPE A - SOLID COVER	330#	9,240#

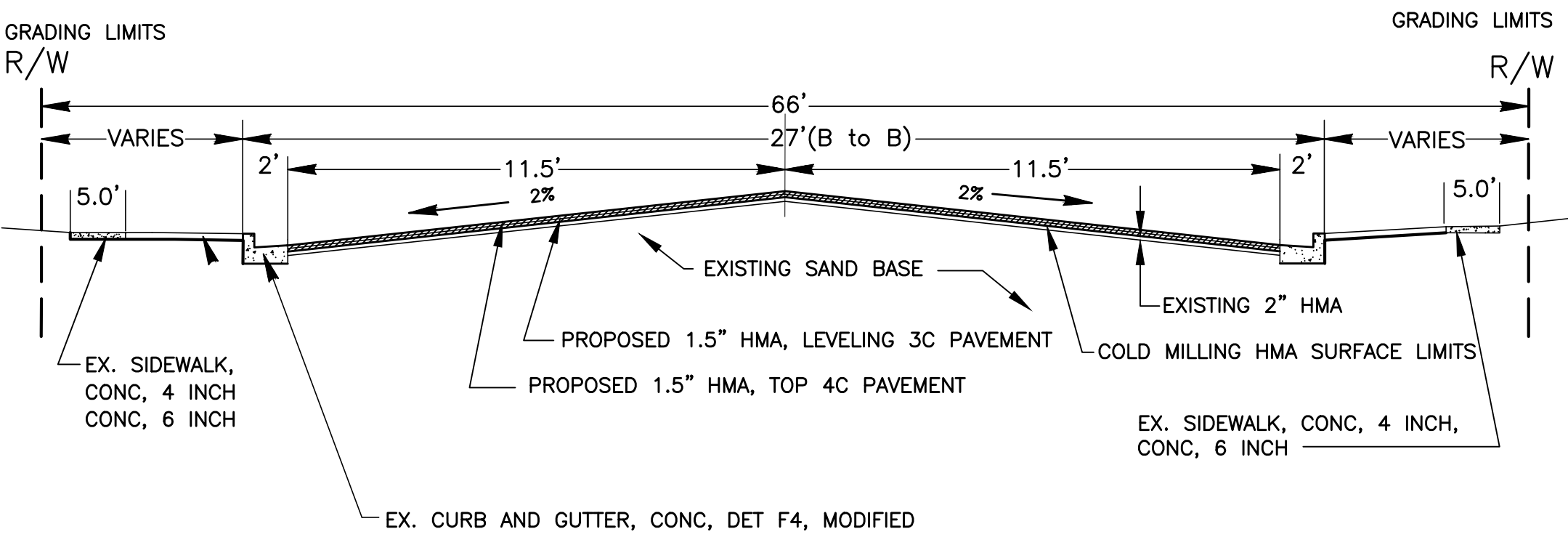
WATER VALVE BOX AND COVER, COMPLETE DETAIL



NO SCALE

TYPICAL PROPOSED X-SECTION

STATION 35+46-39+74 (27'+/-)



NOT TO SCALE

GENERAL NOTES:

1. UPON REQUEST AND APPROVAL, THE CONTRACTOR MAY OBTAIN A WATER SUPPLY FROM THE CITY OF MUSKEGON FIRE HYDRANTS AT NO COST, PROVIDED THAT THEY FOLLOW THE CONDITIONS OF THE CITY WATER DEPARTMENT.
2. WHENEVER SMALL CASTINGS (STOP BOXES, METER PITS, MONITORING WELLS) ARE ENCOUNTERED WITHIN THE WORK AREA THEY SHALL BE ADJUSTED AT NO COST TO THE CITY. PAYMENT SHALL BE INCLUDED WITH THE LINE ITEM OF WORK BEING PERFORMED.
3. FOR PROTECTION OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CALL MISS DIG, (811) 1-800-482-7171, A MINIMUM OF 3 WORKING DAYS EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO EXCAVATING IN THE VICINITY OF ALL UTILITY LINES. ALL MISS DIG PARTICIPATING MEMBERS WILL THUS BE NOTIFIED, THIS DOES NOT RELIEVE THE CONTRACTOR THE RESPONSIBILITY OF NOTIFYING OWNERS WHO MAY NOT BE PART OF THE MISS DIG ALERT SYSTEM.
4. PUBLIC UTILITIES OF ALL TYPES HAVE BEEN SHOWN ON THE PLAN USING AVAILABLE INFORMATION, BUT ARE NOT GUARANTEED AS ACCURATE, OR THAT UTILITIES OTHER THAN THOSE SHOWN ARE NOT PRESENT. THE CONTRACTOR SHALL CALL MISS DIG 3 WORKING DAYS (EXCLUDING SAT., SUN., AND HOLIDAYS) BEFORE DIGGING (1-800-482-7171).
5. THE CONTRACTOR SHALL SAW CUT ALL MEETS RELATIVE TO SIDEWALK OR PAVEMENT CONSTRUCTION UNLESS WAIVED BY THE ENGINEER. PAYMENT FOR SAW CUTTING SHALL BE INCLUDED IN THE PAYMENT FOR COLD MILLING HMA SURFACE, AND SIDEWALK, REM. NO ADDITIONAL PAYMENT WILL ALLOWED FOR SAW CUTTING.
6. IRRIGATION SYSTEMS AS MARKED OR STAKED DAMAGED THROUGH CARELESS WORK BY THE CONTRACTOR WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE CITY OF MUSKEGON. THE CITY OF MUSKEGON WILL PAY FOR RELOCATION OF IRRIGATION SYSTEMS DUE TO WIDENING OF ROAD OR IN CONFLICT WITH THE CONSTRUCTION OF UNDERGROUND WORK. PAYMENT WILL BE MADE BY A NEGOTIATED UNIT PRICE THROUGH A CONTRACT MODIFICATION. IT SHALL BE AT THE ENGINEER'S DISCRETION IT SHALL BE AT THE ENGINEER'S DISCRETION AS TO WHAT IRRIGATION REPAIR AND/OR RELOCATION IS THE RESULT OF CARELESS WORK BY THE CONTRACTOR OR THAT WHICH IS NECESSARY FOR THE CONSTRUCTION OF ROAD OR UTILITY WORK.
7. THE CONTRACTOR SHALL PREVENT EROSION AND CONTROL SEDIMENTATION ASSOCIATED WITH THE PROJECT. KEEP SEDIMENTATION WITHIN THE RIGHT OF WAY AND OUT OF SURFACE WATERS, CONSTRUCT AND MAINTAIN TEMPORARY EROSION AND SEDIMENTATION CONTROLS, CONTROLS TO INCLUDE EROSION CONTROL, INLET PROTECTION, FABRIC DROPS, ON ALL INLET STRUCTURES, NEW AND EXISTING, AND INSTALL TEMPORARY EROSION, SEDIMENTATION CONTROLS AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REMOVE ON A DAILY BASIS SOIL TRACKED ONTO EXISTING PAVED ROADS, (VACUUM METHODS ARE PREFERRED BUT BROOM SWEEPING IS ACCEPTABLE IF THE MATERIAL IS REMOVED) THE CONTRACTOR SHALL INSPECT ALL SOIL EROSION/SEDIMENTATION CONTROL MEASURES ON A WEEKLY BASIS OR AFTER EACH RAIN FALL EVENT, CLEAN REPAIR, OR REPLACE, AS NECESSARY, TO ENSURE PROPER FUNCTION. ALL SOIL EROSION/SEDIMENTATION CONTROLS SHALL REMAIN UNTIL ALL DISTURBED AREAS ARE STABILIZED. ALL SOIL EROSION/SEDIMENTATION CONTROL, EXCEPT FOR THE EROSION CONTROL, INLET PROTECTION, FABRIC DROP, SHALL BE INCLUDED WITH THE PAY ITEM "COLD MILLING HMA SURFACE" NO OTHER PAYMENT SHALL BE MADE.



CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		WOOD ST. APPLE AVE., TO MARQUETTE AVE	
DRAWN F. PEASE FEB 21	REVISION	SURVEY	H-92102
CHECKED	REVISION	AS-BUILT	PROJECT NO.
APPROVED	REVISION	SCALE NO SCALE	SHEET NO 2 OF 12

WOOD STREET

STA 0+25-0+30 RT
3 EA WATER VALVE BOX AND COVER, COMPLETE

STA 0+46 LT/RT
2 EA DR STRUCTURE COVER, ADJ. CASE I, MODIFIED
2 EA DR STRUCTURE COVER, TYPE B, MODIFIED

STA 0+21-5+00
1965 SYD COLD MILLING HMA SURFACE
170 TON HMA, 3C
170 TON HMA, 4C
4.8 STA AGGREGATE BASE, CONDITIONING

STA 2+97-3+05 LT
13 SYD SIDEWALK, REM
117 SFT SIDEWALK RAMP, CONC, 4 INCH
10 FT DETECTABLE WARNING SURFACE

STA 3+45-3+63 LT
12 SYD SIDEWALK, REM
108 SFT SIDEWALK RAMP, CONC, 4 INCH
10 FT DETECTABLE WARNING SURFACE

STA 3+20 & 3+29 RT/LT
2 EA DR STRUCTURE COVER, ADJ. CASE I, MODIFIED
2 EA DR STRUCTURE COVER, TYPE B, MODIFIED

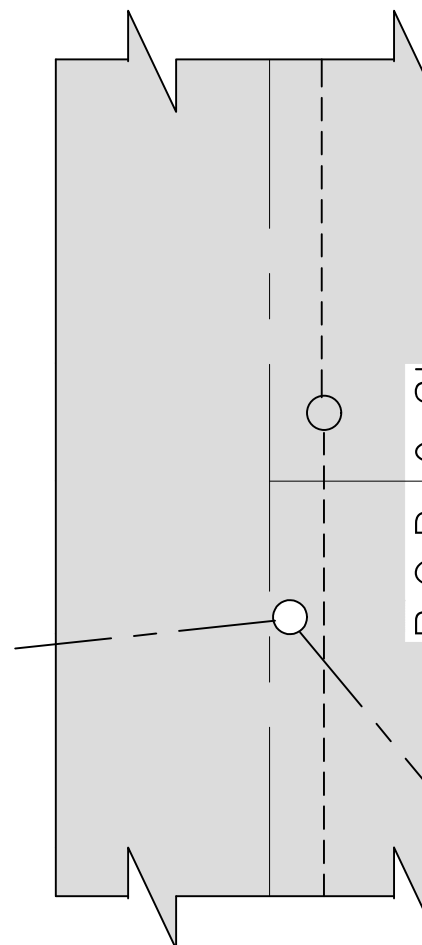
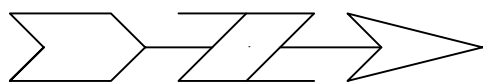
STA 3+32-3+45 RT
4 EA WATER VALVE BOX AND COVER, COMPLETE

STA 1+28 & 1+76 LT/RT
2 EA DR STRUCTURE COVER, ADJ. CASE I, MODIFIED

STA 2+97-3+05 RT
13 SYD SIDEWALK, REM
117 SFT SIDEWALK RAMP, CONC, 4 INCH
10 FT DETECTABLE WARNING SURFACE

STA 3+20 RT
1 EA DR STRUCTURE COVER, ADJ. CASE I, MODIFIED
1 EA DR STRUCTURE COVER, TYPE B, MODIFIED

STA 3+45-3+63 RT
12 SYD SIDEWALK, REM
108 SFT SIDEWALK RAMP, CONC, 4 INCH
10 FT DETECTABLE WARNING SURFACE



APPLE AVE.

ALLEN AVE

PLINE
MATCH

ADDITIONAL QUANTITIES THIS SHEET
STA 0+21 TO 5+00

6 EA EROSION CONTROL, INLET PROTECTION, FABRIC DROP
46 SYD TOPSOIL SURFACE, FURN, 4 INCH
46 SYD HYDROSEEDING
50 SFT SIDEWALK, CONC, 4 INCH

QUANTITIES THIS SHEET	
AGGREGATE BASE	25 TON
AGGREGATE BASE, CONDITIONING	4.8 STA
COLD MILLING HMA SURFACE	1965 SYD
DETECTABLE WARNING SURFACE	40 FT
DR STRUCTURE COVER, ADJ. CASE I, MODIFIED	7 EA
DR STRUCTURE COVER, TYPE B, MODIFIED	7 EA
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	6 EA
HMA, 3C	170 TON
HMA, 4C	170 TON
HYDROSEEDING	46 SYD
* SIDEWALK, CONC, 4 INCH	50 SFT
SIDEWALK RAMP, CONC 4 INCH	450 SFT
SIDEWALK, REM	50 SYD
TOPSOIL SURFACE, FURN, 4 INCH	46 SYD
WATER VALVE BOX AND COVER, COMPLETE	7 EA

NOTE: * QUANTITIES NOT REFERENCED ON PLAN,
BUT INCLUDED AS PROBABLE CONTRACT
PAY ITEMS. CONSULT WITH PROJECT
ENGINEER FOR LOCATIONS AND QUANTITIES,
IF ANY, PRIOR TO START OF PROJECT.

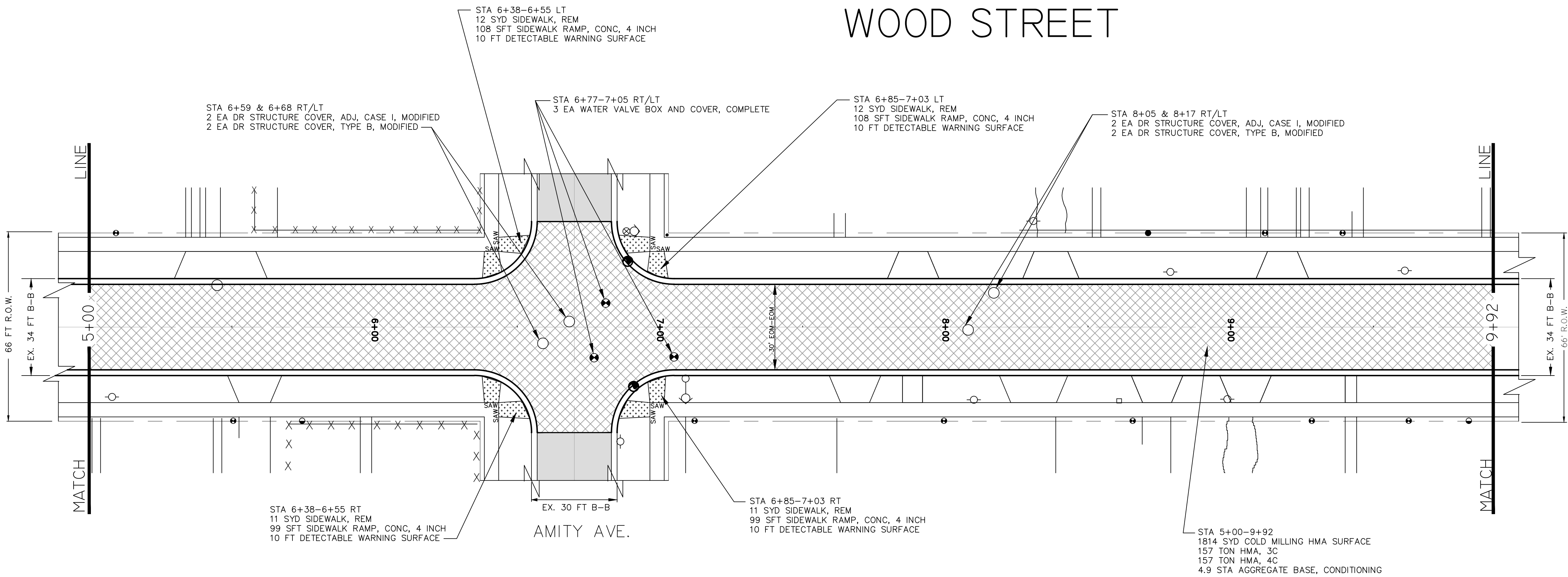
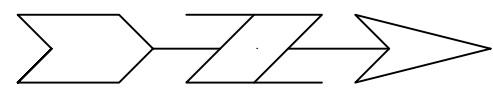
= SIDEWALK RAMP, CONC, 4 INCH

= EX. HMA TO BE COLD MILLED AND
REPAVED

= EX. HMA SURFACE TO REMAIN

CITY OF MUSKEGON		WOOD ST.	
OFFICE OF THE CITY ENGINEER		APPLE AVE., TO MARQUETTE AVE	
DRAWN F. PEASE	FEB 21	REVISION	SURVEY
CHECKED		REVISION	AS-BUILT
APPROVED		REVISION	SCALE 1" = 20'
		PROJECT NO. H-92102	
		SHEET NO. 3 OF 12	

WOOD STREET

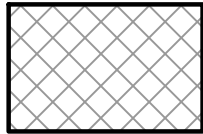


ADDITIONAL QUANTITIES THIS SHEET
STA 5+00 TO 9+92

2 EA EROSION CONTROL, INLET PROTECTION, FABRIC DROP
46 SYD TOPSOIL SURFACE, FURN. 4 INCH
46 SYD HYDROSEEDING
50 SFT SIDEWALK, CONC. 4 INCH

QUANTITIES THIS SHEET	
AGGREGATE BASE	25 TON
AGGREGATE BASE, CONDITIONING	4.9 STA
COLD MILLING HMA SURFACE	1814 SYD
DETECTABLE WARNING SURFACE	40 FT
DR STRUCTURE COVER, ADJ. CASE I, MODIFIED	4 EA
DR STRUCTURE COVER, TYPE B, MODIFIED	4 EA
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	2 EA
HMA, 3C	157 TON
HMA, 4C	157 TON
HYDROSEEDING	46 SYD
* SIDEWALK, CONC. 4 INCH	50 SFT
SIDEWALK RAMP, CONC. 4 INCH	414 SFT
SIDEWALK, REM	46 SYD
TOPSOIL SURFACE, FURN. 4 INCH	46 SYD
WATER VALVE BOX AND COVER, COMPLETE	3 EA

NOTE: * QUANTITIES NOT REFERENCED ON PLAN,
BUT INCLUDED AS PROBABLE CONTRACT
PAY ITEMS. CONSULT WITH PROJECT
ENGINEER FOR LOCATIONS AND QUANTITIES,
IF ANY, PRIOR TO START OF PROJECT.



= EX. HMA TO BE COLD MILLED AND
REPAVED



= EX. HMA SURFACE TO REMAIN

CITY OF MUSKEGON
OFFICE OF THE CITY ENGINEER

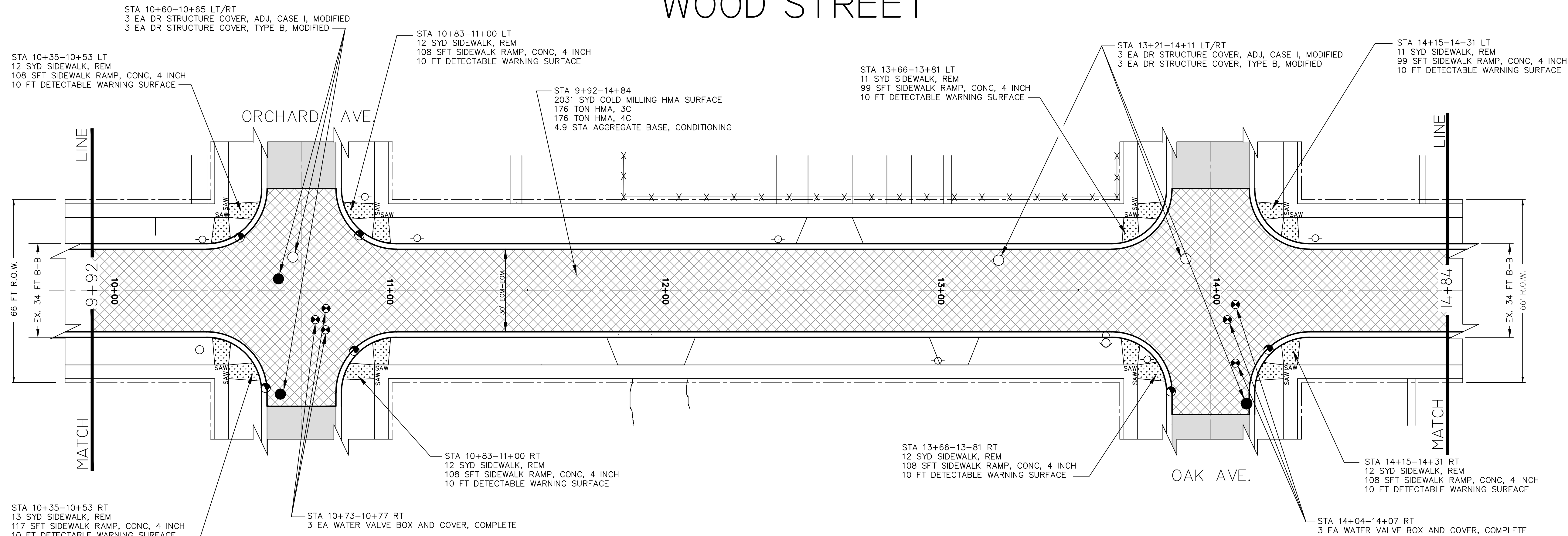
WOOD ST.
APPLE AVE., TO MARQUETTE AVE

DRAWN F. PEASE FEB 21 REVISION
CHECKED REVISION
APPROVED REVISION

SURVEY
AS-BUILT
SCALE 1" = 20'
PROJECT NO
SHEET NO 4 OF 12

H-92102

WOOD STREET

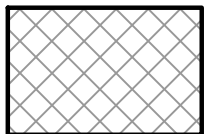


ADDITIONAL QUANTITIES THIS SHEET STA 9+92 TO 14+84

6 EA EROSION CONTROL, INLET PROTECTION, FABRIC DROP
92 SYD TOPSOIL SURFACE, FURN, 4 INCH
92 SYD HYDROSEEDING
50 SFT SIDEWALK, CONC, 4 INCH

QUANTITIES THIS SHEET	
AGGREGATE BASE	25 TON
AGGREGATE BASE, CONDITIONING	4.9 STA
COLD MILLING HMA SURFACE	2031 SYD
DETECTABLE WARNING SURFACE	80 FT
DR STRUCTURE COVER, ADJ. CASE I, MODIFIED	6 EA
DR STRUCTURE COVER, TYPE B, MODIFIED	6 EA
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	6 EA
HMA, 3C	176 TON
HMA, 4C	176 TON
HYDROSEEDING	92 SYD
* SIDEWALK, CONC. 4 INCH	50 SFT
SIDEWALK RAMP, CONC. 4 INCH	855 SFT
SIDEWALK, REM	95 SYD
TOPSOIL SURFACE, FURN. 4 INCH	92 SYD

NOTE: * QUANTITIES NOT REFERENCED ON PLAN,
BUT INCLUDED AS PROBABLE CONTRACT
PAY ITEMS. CONSULT WITH PROJECT
ENGINEER FOR LOCATIONS AND QUANTITIES,
IF ANY, PRIOR TO START OF PROJECT.



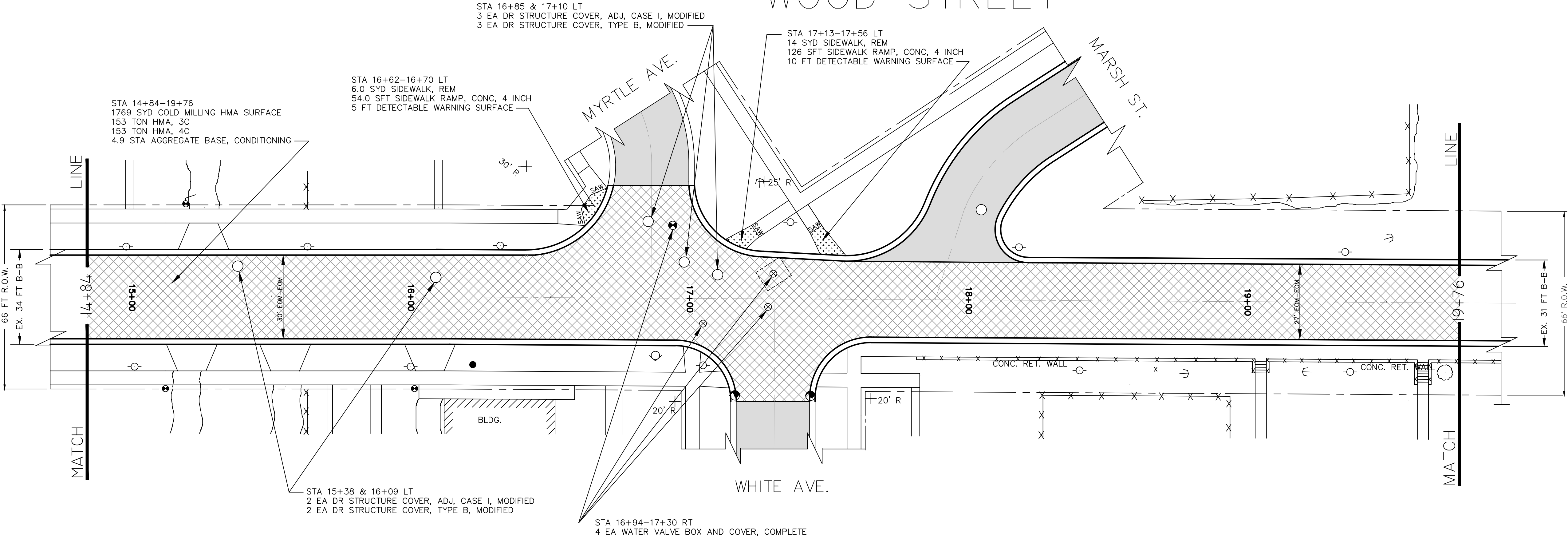
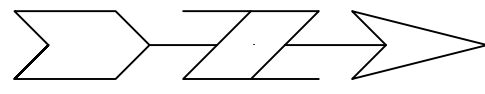
= EX. HMA TO BE COLD MILLED AND
REPAVED



= EX. HMA SURFACE TO REMAIN

CITY OF MUSKEGON		WOOD ST.	
OFFICE OF THE CITY ENGINEER		APPLE AVE., TO MARQUETTE AVE	
DRAWN	F. PEASE	FEB 21	REVISION
CHECKED			REVISION
APPROVED			REVISION
		SURVEY	H-92102
		AS-BUILT	PROJECT NO
		SCALE 1" = 20'	SHEET NO 5 OF 12

WOOD STREET

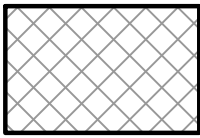


ADDITIONAL QUANTITIES THIS SHEET
STA 14+84 TO 19+76

2 EA EROSION CONTROL, INLET PROTECTION, FABRIC DROP
10 SYD TOPSOIL SURFACE, FURN, 4 INCH
10 SYD HYDROSEEDING
50 SFT SIDEWALK, CONC, 4 INCH

QUANTITIES THIS SHEET	
AGGREGATE BASE	25 TON
AGGREGATE BASE, CONDITIONING	4.9 STA
COLD MILLING HMA SURFACE	1769 SYD
DETECTABLE WARNING SURFACE	15 LFT
DR STRUCTURE COVER, ADJ, CASE I, MODIFIED	5 EA
DR STRUCTURE COVER, TYPE B, MODIFIED	5 EA
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	2 EA
HMA, 3C	153 TON
HMA, 4C	153 TON
HYDROSEEDING	10 SYD
SIDEWALK, CONC, 4 INCH	50 SFT
SIDEWALK RAMP, CONC 4 INCH	180 SFT
SIDEWALK, REM	20 SYD
TOPSOIL SURFACE, FURN, 4 INCH	10 SYD
WATER VALVE BOX AND COVER, COMPLETE	4 EA

NOTE: * QUANTITIES NOT REFERENCED ON PLAN,
BUT INCLUDED AS PROBABLE CONTRACT
PAY ITEMS. CONSULT WITH PROJECT
ENGINEER FOR LOCATIONS AND QUANTITIES,
IF ANY, PRIOR TO START OF PROJECT.



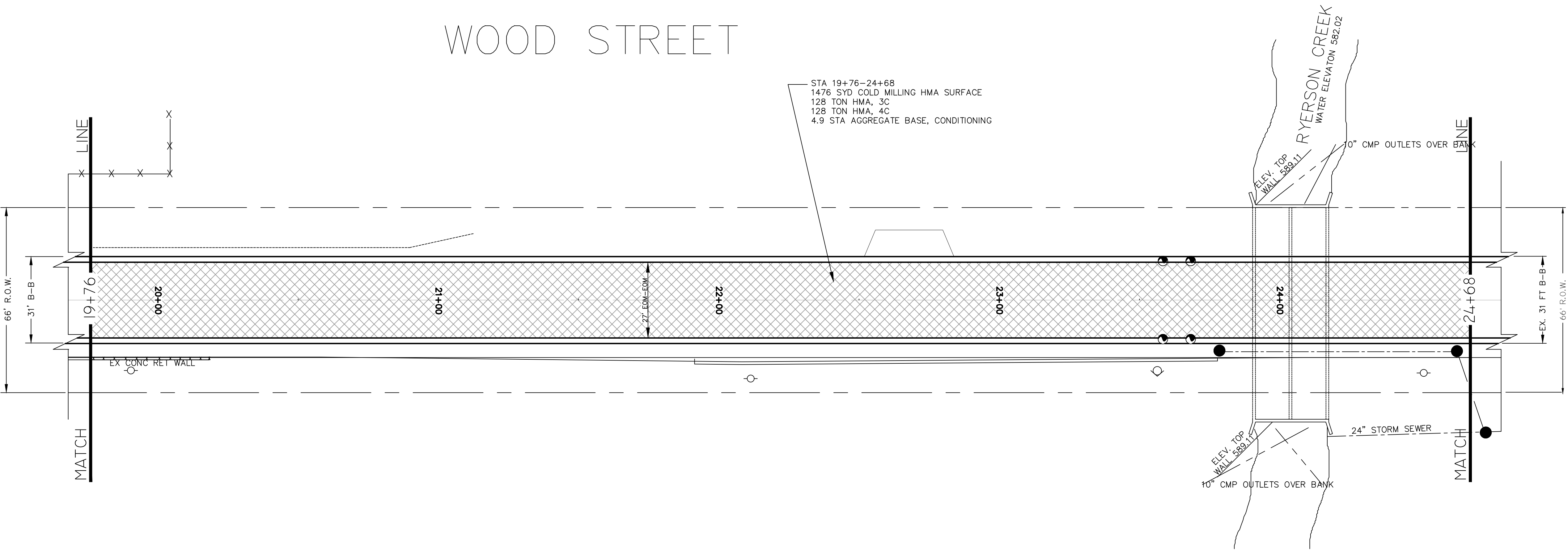
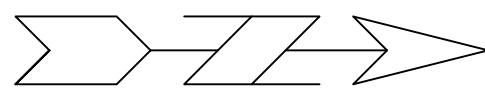
= EX. HMA TO BE COLD MILLED AND
REPAVED



= EX. HMA SURFACE TO REMAIN

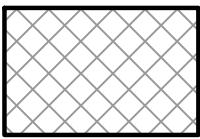
CITY OF MUSKEGON		WOOD ST.	
OFFICE OF THE CITY ENGINEER		APPLE AVE., TO MARQUETTE AVE	
DRAWN F. PEASE	FEB 21	REVISION	SURVEY
CHECKED		REVISION	AS-BUILT
APPROVED		REVISION	SCALE 1" = 20'
		PROJECT NO H-92102	
		SHEET NO 6 OF 12	

WOOD STREET

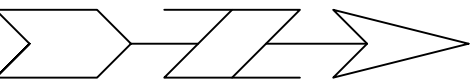


ADDITIONAL QUANTITIES THIS SHEET
STA 19+76 TO 24+68
4 EA EROSION CONTROL, INLET PROTECTION, FABRIC DROP

QUANTITIES THIS SHEET	
AGGREGATE BASE	25 TON
COLD MILLING HMA SURFACE	1476 SYD
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	4 EA
HMA 3C	128 TON
HMA 4C	128 TON
AGGREGATE BASE, CONDITIONING	4.9 STA

 = EX. HMA TO BE COLD MILLED AND REPAVED

CITY OF MUSKEGON				WOOD ST.			
OFFICE OF THE CITY ENGINEER				APPLE AVE., TO MARQUETTE AVE			
DRAWN	F. PEASE	FEB 21	REVISION	SURVEY			H-92102
CHECKED			REVISION	AS-BUILT			PROJECT NO
APPROVED			REVISION	SCALE 1" = 20'			SHEET NO 7 OF 12



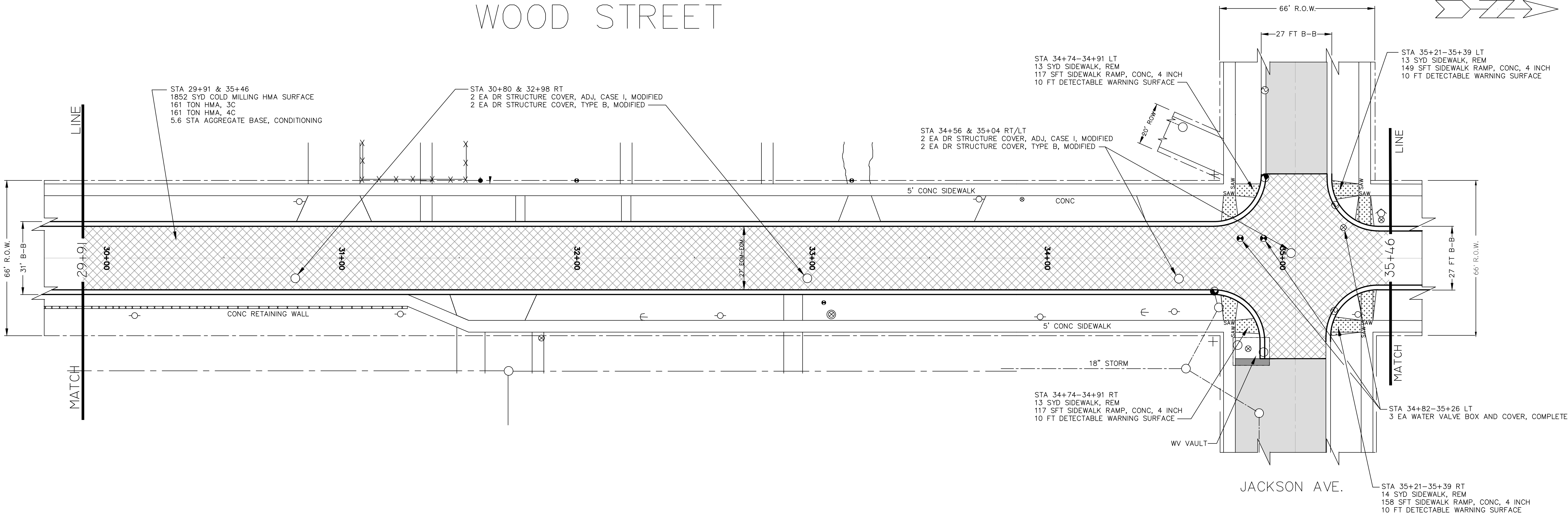
5 EA EROSION CONTROL, INLET PROTECTION, FABRIC DROP
35 SYD TOPSOIL SURFACE, FURN, 4 INCH
35 SYD HYDROSEEDING
50 SFT SIDEWALK, CONC, 4 INCH

QUANTITIES THIS SHEET		
AGGREGATE BASE		25 TON
COLD BASE, CONDITIONING		5.2 STA
COLD MILLING HMA SURFACE		1758 STD
PETECRYE WARNING SURFACE		1000 LFT
DR STRUCTURE, COVER, ADJ. C&E, 1 MODIFIED		2 EA
DR STRUCTURE, COVER, TYPE B, MODIFIED		2 EA
EROSION CONTROL, INLET PROTECTION, FABRIC DROP		2 EA
HMA, 3C		152 TON
HMA, 4C		152 TON
HOTSEEDING		56 STD
SIDEWALK, CONC, 4 INCH		50 STD
SIDEWALK RAMP, CONC 4 INCH		378 STD
SIDEWALK, REIN		42 STD
TOPSOIL SURFACE, FURN. & INCH		35 STD
WATER VALVE, CONC AND COVER, COMPLETE		EA

NOTE: * QUANTITIES NOT REFERENCED ON PLAN,
BUT INCLUDED AS PROBABLE CONTRACT
PAY ITEMS. CONSULT WITH PROJECT
ENGINEER FOR LOCATIONS AND QUANTITIES,
IF ANY, PRIOR TO START OF PROJECT.

CITY OF MUSKEGON		WOOD ST.	
OFFICE OF THE CITY ENGINEER		APPLE AVE., TO MARQUETTE AVE	
DRAWN F. PEASE FEB 21	REVISION	SURVEY	H-92102
CHECKED	REVISION	AS-BUILT	PROJECT NO
APPROVED	REVISION	SCALE 1" = 20'	SHEET NO 8 OF 12

WOOD STREET

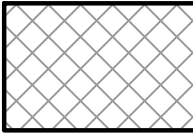


ADDITIONAL QUANTITIES THIS SHEET
STA 29+91 TO 35+46

- 4 EA EROSION CONTROL, INLET PROTECTION, FABRIC DROP
- 46 SYD TOPSOIL SURFACE, FURN, 4 INCH
- 46 SYD HYDROSEEDING
- 50 SFT SIDEWALK, CONC, 4 INCH

QUANTITIES THIS SHEET	
AGGREGATE BASE	25 TON
AGGREGATE BASE, CONDITIONING	5.6 STA
COLD MILLING HMA SURFACE	1852 SYD
DETECTABLE WARNING SURFACE	40 FT
DR STRUCTURE COVER, ADJ, CASE I, MODIFIED	4 EA
DR STRUCTURE COVER, TYPE B, MODIFIED	4 EA
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	4 EA
HMA, 3C	161 TON
HMA, 4C	161 TON
HYDROSEEDING	46 SYD
* SIDEWALK, CONC, 4 INCH	33 SFT
SIDEWALK RAMP, CONC, 4 INCH	541 SFT
SIDEWALK, REM	53 SYD
TOPSOIL SURFACE, FURN, 4 INCH	46 SYD
WATER VALVE BOX AND COVER, COMPLETE	3 EA

NOTE: * QUANTITIES NOT REFERENCED ON PLAN, BUT INCLUDED AS PROBABLE CONTRACT PAY ITEMS. CONSULT WITH PROJECT ENGINEER FOR LOCATIONS AND QUANTITIES, IF ANY, PRIOR TO START OF PROJECT.



= EX. HMA TO BE COLD MILLED AND REPAVED



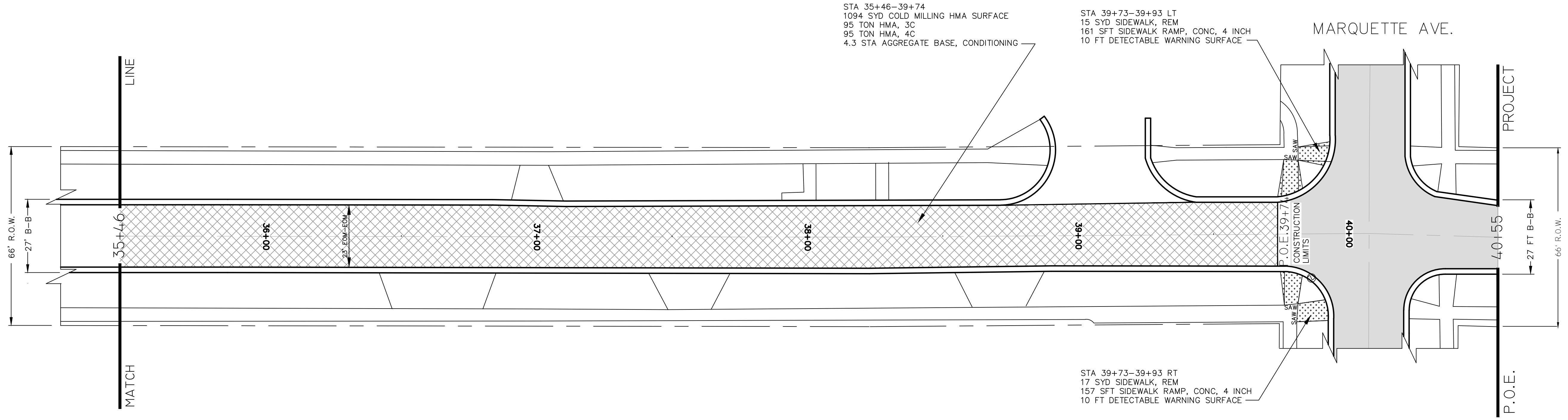
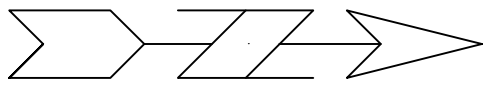
= EX. HMA SURFACE TO REMAIN

CITY OF MUSKEGON
OFFICE OF THE CITY ENGINEER

WOOD ST.
APPLE AVE., TO MARQUETTE AVE

DRAWN F. PEASE	FEB 21	REVISION	SURVEY	H-92102
CHECKED		REVISION	AS-BUILT	PROJECT NO
APPROVED		REVISION	SCALE 1" = 20'	SHEET NO 9 OF 12

WOOD STREET

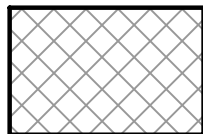


ADDITIONAL QUANTITIES THIS SHEET
STA 35+46 TO 39+74

- 1 EA EROSION CONTROL, INLET PROTECTION, FABRIC DROP
- 28 SYD TOPSOIL SURFACE, FURN. 4 INCH
- 28 SYD HYDROSEEDING
- 50 SFT SIDEWALK, CONC. 4 INCH

QUANTITIES THIS SHEET	
COLD MILLING HMA SURFACE	1094 SYD
DETECTABLE WARNING SURFACE	20 FT
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	1 EA
HMA, 4C	95 TON
HMA, 4C	95 TON
HYDROSEEDING	28 SYD
* SIDEWALK, CONC. 4 INCH	50 SFT
SIDEWALK RAMP, CONC. 4 INCH	318 SFT
SIDEWALK, REM	32 SYD
TOPSOIL SURFACE, FURN. 4 INCH	28 SYD

NOTE: * QUANTITIES NOT REFERENCED ON PLAN,
BUT INCLUDED AS PROBABLE CONTRACT
PAY ITEMS. CONSULT WITH PROJECT
ENGINEER FOR LOCATIONS AND QUANTITIES,
IF ANY, PRIOR TO START OF PROJECT.



= EX. HMA TO BE COLD MILLED AND
REPAVED



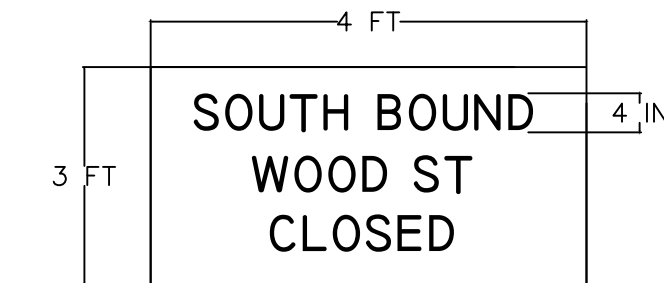
= EX. HMA SURFACE TO REMAIN

CITY OF MUSKEGON		WOOD ST.	
OFFICE OF THE CITY ENGINEER		APPLE AVE., TO MARQUETTE AVE	
DRAWN F. PEASE	FEB 21	REVISION	SURVEY
CHECKED		REVISION	AS-BUILT
APPROVED		REVISION	SCALE 1" = 20'
		SHEET NO 10 OF 12	

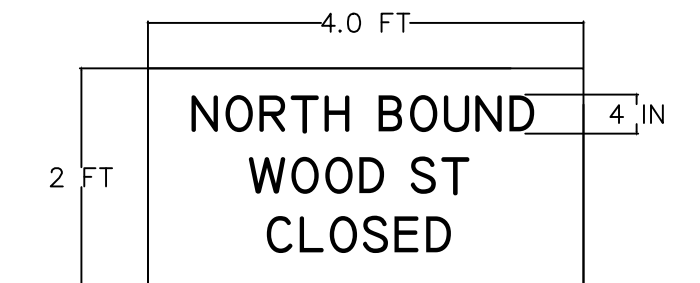
TRAFFIC CONTROL DETAIL

SPECIAL SIGNS

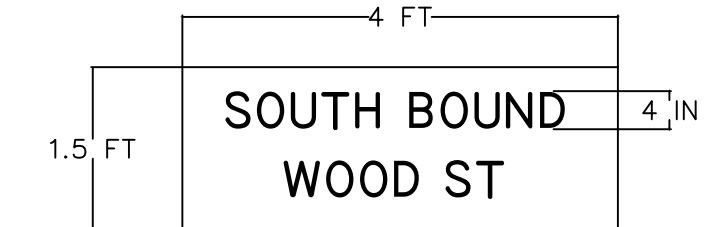
SS-1



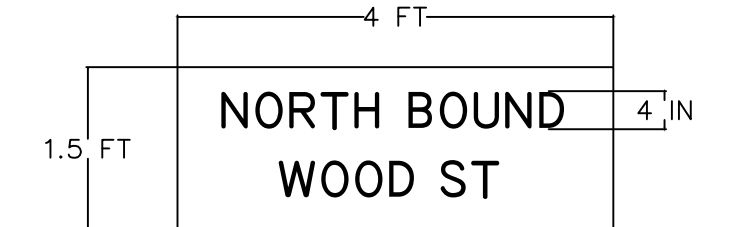
SS-2



SS-3



SS-4



ESTIMATED QUANTITIES
SIGN, TYPE B TEMPORARY

SIGN	DISCRIPTION	QUANTITY	AREA	TOTAL AREA
W21-4	ROAD WORK AHEAD	5	16 SFT	80 SFT
W20-2	DETOUR AHEAD	5	16 SFT	80 SFT
W20-3	ROAD CLOSED AHEAD	15	16 SFT	240 SFT
M4-8A	DETOUR ENDS	2	4 SFT	8 SFT
M4-9UP	DETOUR ARROW UP	7	5 SFT	35 SFT
M4-9RT	DETOUR ARROW RIGHT	3	5 SFT	15 SFT
M4-9LT	DETOUR ARROW LEFT	3	5 SFT	15 SFT
M4-10LT	DETOUR ARROW LEFT	1	6 SFT	6 SFT
M4-10RT	DETOUR ARROW RIGHT	1	6 SFT	6 SFT
R11-2	ROAD CLOSED	10	10 SFT	100 SFT
R11-4	ROAD CLOSED TO THRU TRAFFIC	14	12.5 SFT	175 SFT
			TOTAL	760 SFT

ESTIMATED QUANTITIES
SIGN, TYPE B TEMPORARY, SPECIAL

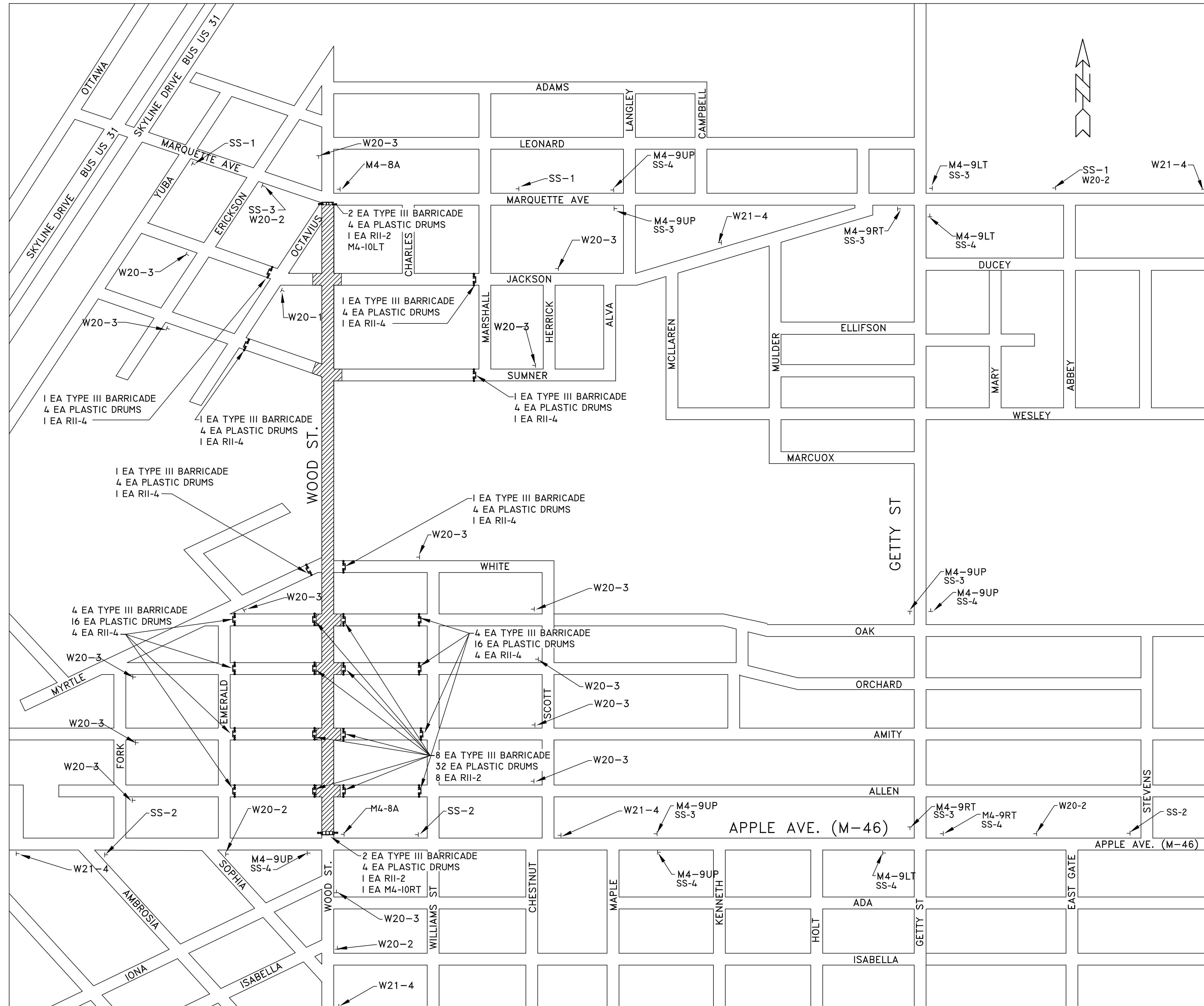
SIGN	DESCRIPTION	QUANTITY	AREA	TOTAL AREA
SS-1	SOUTH BOUND WOOD ST CLOSED	3	8 SFT	24 SFT
SS-2	NORTH BOUND WOOD ST CLOSED	3	8 SFT	24 SFT
SS-3	SOUTH BOUND WOOD ST	7	8 SFT	56 SFT
SS-4	NORTH BOUND WOOD ST	7	8 SFT	56 SFT
			TOTAL	160 SFT

ESTIMATED TRAFFIC CONTROL DEVICES

BARRICADE TYPE III, HIGH INTENSITY, LIGHTED, FURN	26	EA
BARRICADE TYPE III, HIGH INTENSITY, LIGHTED, OPER	26	EA
PLASTIC DRUM, FLUORESCENT, FURN	96	EA
PLASTIC DRUM, FLUORESCENT, OPER	96	EA
MINOR TRAFFIC DEVICES	1	LS
SIGN, TYPE B, TEMP. PRISMATIC, FURN	760	SFT
SIGN, TYPE B, TEMP. PRISMATIC, OPER	760	SFT
SIGN, TYPE B, TEMP. PRISMATIC, SPECIAL, FURN	80	SFT
SIGN, TYPE B, TEMP. PRISMATIC, SPECIAL, OPER	80	SFT
DUST PALLIATIVE, APPLIED	5	TON
MAINTENANCE GRAVEL, LM	100	CYD

TRAFFIC CONTROL NOTES:

- IN ADDITION TO THE 96 PLASTIC BARRELS USED IN CONJUCTION WITH THE TYPE III BARCICADES THE CONTRACTOR WILL SUPPLY AN ADDITIONAL 25 PLASTIC BARRELS, LIGHTED FOR MARKING TEMPORARY DRIVES, BLOCKING EXISTING DRIVES AND SIDEWALKS, ETC. AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO BUSINESSES, SCHOOLS, RESIDENCES, CHURCHES CROSS STREETS, ETC. WITH MAINTAINANCE GRAVEL AS DIRECTED BY THE ENGINEER.

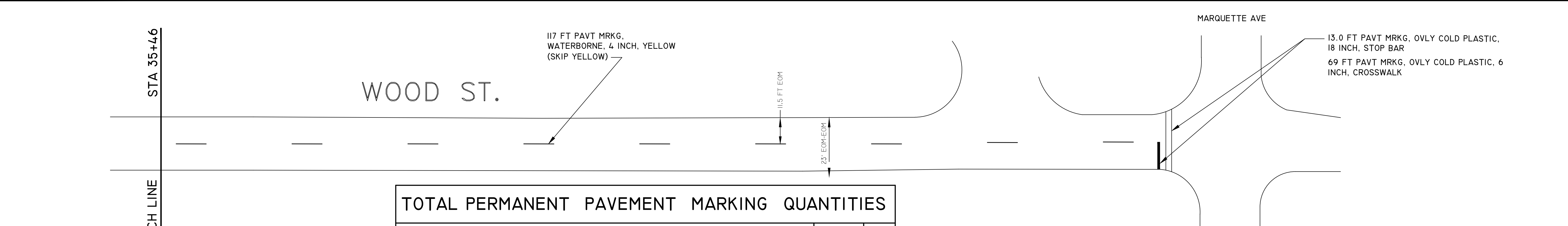
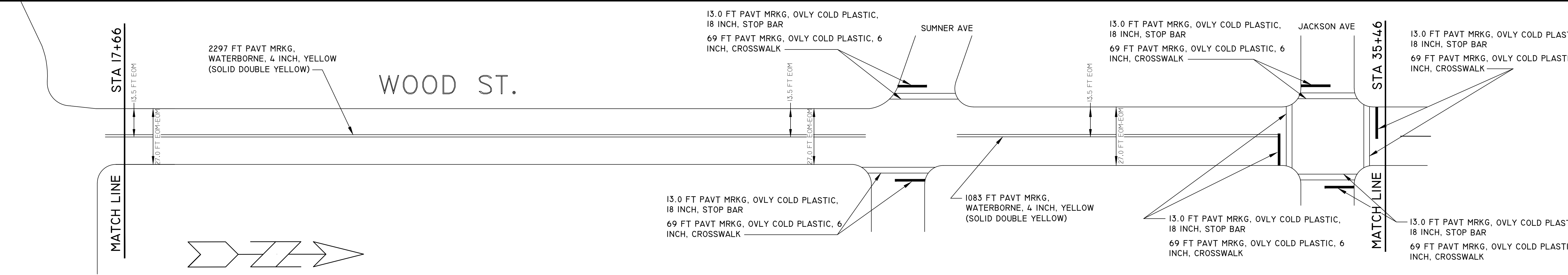
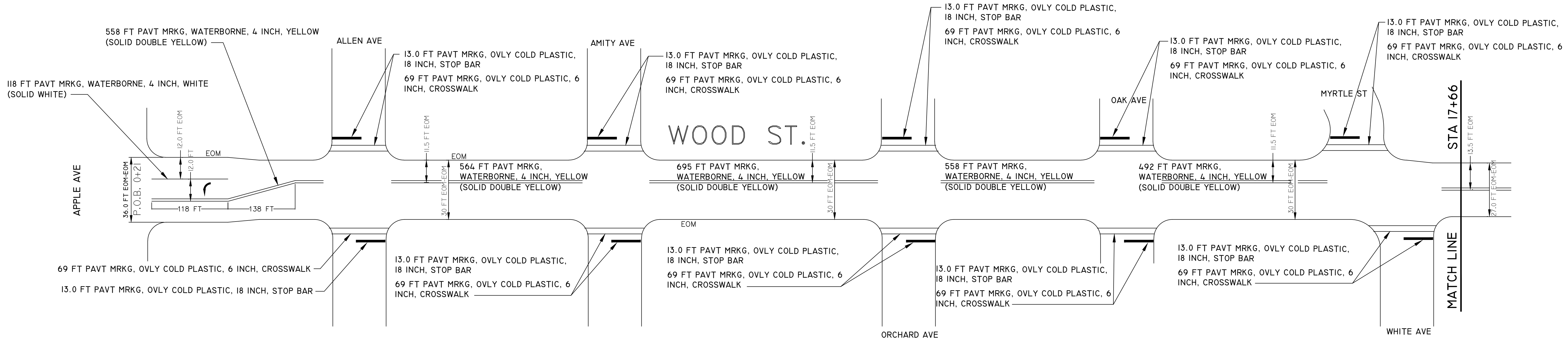
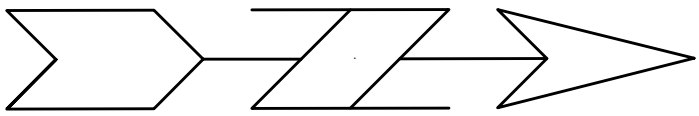


CITY OF MUSKEGON		WOOD ST.	
OFFICE OF THE CITY ENGINEER		APPLE AVE., TO MARQUETTE AVE	
DRAWN F. PEASE	FEB 21	REVISION	SURVEY
CHECKED		REVISION	AS-BUILT
APPROVED		REVISION	SCALE NO SCALE
		SHEET NO 11 OF 12	

PAVEMENT MARKING NOTE:

THE CONTRACTOR SHALL FURNISH AND PLACE ALL NECESSARY WARNING AND DIRECTIONAL DEVICES TO MAINTAIN TRAFFIC. THE CONTRACTOR SHALL ALSO PROVIDE PROTECTION TO THE UNCURED MARKING AS MAY BE NEEDED UNTIL TRAFFIC CAN CROSS THE UNCURED LINE WITHOUT DAMAGE. TRAFFIC SHALL BE ALLOWED TO KEEP MOVING AT ALL TIMES.

PERMANENT PAVEMENT MARKING AND SIGNING DETAIL



TOTAL PERMANENT PAVEMENT MARKING QUANTITIES		
PAVT MRKG, WATERBORNE, 4 INCH, YELLOW	6364	FT
PAVT MRKG, WATERBORNE, 4 INCH, WHITE	118	FT
PAVT MRKG, OVLY COLD PLASTIC, 18 INCH, STOP BAR	221	FT
PAVT MRKG, OVLY COLD PLASTIC, 6 INCH, CROSSWALK	1173	FT

CITY OF MUSKEGON
OFFICE OF THE CITY ENGINEER

WOOD ST.
APPLE AVE., TO MARQUETTE AVE

DRAWN F. PEASE FEB 21	REVISION	SURVEY	H-92102
CHECKED	REVISION	AS-BUILT	PROJECT NO
APPROVED	REVISION	SCALE NO SCALE	SHEET NO 12 OF 12

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 24 th , 2021	Title: MDEGLE Grant Assistance
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is requesting authorization to approve the Professional Services Agreement with Prein & Newhof to provide comprehensive engineering services for administration and execution of portions of a Drinking Water Asset Management Grant that was recently awarded to the City of Muskegon by the Michigan Department of Environment, Great Lakes, and Energy.

Detailed Summary:

Prein & Newhof assisted the City in submittal of a successful grant application to the State of Michigan Department of Environment, Great Lakes and Energy through their Drinking Water Asset Management Program. The City of Muskegon has been awarded \$898,840.00 through the program.

Work covered by the grant will include a large number of important items related to the Cities Drinking Water System a few of the highlights are as follows:

- Updates to the GIS (Geographic Information System) mapping for the city's water system to include precise GPS locations for all hydrants and valves in the city.
- Completion of our Distribution System Materials Inventory, required by the state in 2025 to physically verify the status of our lead service lines.
- Inventory and inspection of major Water Filtration Plant Assets
- Update to the City Water Asset Management Plan which helps guide our investments in the water system to the best possible uses.
- Purchase of updated equipment to provide remote access to the GIS mapping information via truck mounted laptops for several water department vehicles.
- An updated rate study for the city water rates.

City crews will also self-perform approximately \$200K worth of work under this grant in the form of in kind work to complete the physical investigations.

The water fund budget will be updated in a future reforecast to show this expense and the anticipated grant revenue. The outcome of the grant was uncertain at the time of the original budget creation.

Amount Requested: \$689,200.00	Amount Budgeted: \$0
Fund(s) or Account(s): 591	Fund(s) or Account(s): 591
Recommended Motion: Authorize staff to sign the professional services agreement with Prein & Newhof to provide Engineering Services for the administration and execution of the Drinking Water Asset Management Grant that was awarded to the City by the State of Michigan Department of Environment, Great Lakes and Energy.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

August 5, 2021

Mr. Leo Evans, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

RE: Professional Engineering Services, Drinking Water Asset Management Grant

Dear Mr. Evans:

Congratulations to the City on being awarded a Drinking Water Asset Management Grant (DWAM). As you know this grant program is focused on Lead Service Investigations and Water Asset Management Planning. Based on the application P&N prepared on behalf of the City of Muskegon, we propose to assist the City with the DWAM grant as follows:

- Assist City with completion of GIS based service line inventory according to EGLE guidance and requirements.
- Assist city with identifying which lead service lines need to be verified in the field.
- Field GPS existing distribution hydrants and valves with the assistance of the DPW, as needed.
- Field locate Water Treatment Plant (WTP) site piping.
- Update the GIS with field data that was collected.
- Link available record plans to GIS system, as needed.
- Inventory major WTP assets.
- Perform assessment of WTP filters.
- Perform hydrant testing for updating the water hydraulic model for calibration purposes.
- Update water hydraulic model, update demand distributions, and run various scenarios to determine system deficiencies and solutions.
- Prepare a comprehensive Drinking Water Asset Management Plan including water asset inventory, condition assessment, identification of projects, cost estimates, generation of a 10-year Capital Improvement Plan and evaluate funding options.
- Rate Study to be prepared by Baird. P&N to provide assistance.
- Assist with grant administration.

Fee

Based on the scope of work described above, we propose to complete the work for a not to exceed cost of \$689,200. This is the amount of the city's grant (\$898,840) minus the following items:

- Rate Study – to be completed by Baird and paid directly by City - \$15,000
- Lead Service Line Inventory (field) - To be done by City staff – \$189,300
- Equipment- Purchase to be paid directly by City - \$5,340

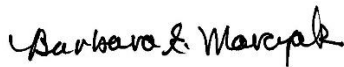
Total deduction = \$209,640

All Prein&Newhof expenses listed above are anticipated to be 100% covered by the grant. The grant application scope of work and fee worksheet are attached.

If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, or need additional information, please contact our office.

Sincerely,

Prein&Newhof



Barbara E. Marczak, P.E.

BEM/bem

Enclosure: Professional Services Agreement, Grant Application Scope of Work and Fee

Scope of Work for Drinking Water Asset Management Grant City of Muskegon

I. Distribution Materials System Inventory (DMSI)

The activities under this category are intended to assist the community with the complete Distribution System Material Inventory required to be submitted by January 1, 2025 under Rule 11604 of Michigan's Safe Drinking Water Act, 1976 PA 399, as amended. An individual record will be prepared for service line addresses within the distribution system inventory including material type on both the public and private side of the line. Rule 11604 also requires the distribution system inventory to include materials in piping, storage structures, pumps, and controls used to deliver water to the public. Therefore, an inventory of these components will also be made. It is intended that the inventory will be GIS based so that materials of concern are easily located and that updates can be more easily made in the future.

A. Service Lines - Field Verification

The activities proposed under this category include field verification of service line materials in areas where there is little information available and/or to verify the information in the Preliminary Service Line Inventory. The City of Muskegon has 12,898 service lines of which 11,197 are unknown but are likely to contain lead, and 1,701 of which have no lead or GPCL. The City will work with EGLE to develop a plan to field verify services of a representative number of service. At this time the City is working and planning under the assumption that all unknown services are lead and require replacement. Therefore, the field verification is planned to be limited to in targeted neighborhoods where there may or may not be lead/galvanized services.

At locations to be field verified, a hole on each side of the curbstop will be excavated using hydrovactor equipment. The material on each side will be observed and the material recorded. The material inside building will be verified at the same time for services being excavated. At more limited locations, the service line at the main will be excavated.

B. Other Distribution Components

In order to update and make the City of Muskegon's water system material inventory more complete, the following is planned:

- 1. Data Collection:** Collecting the accurate locations of water valves and hydrants and service line curb stops is key to creating a high-quality GIS database. Unlike storm

structures and sanitary manholes, water valves are often not easily identifiable from aerial imagery, so collecting their location with GPS is planned. Hydrants will be GPS located as well as approximately 10% of the water service curb stops.

2. **Water Main Mapping:** Once high-quality locations for valves and hydrants are established, water mains can be accurately mapped using GIS. In addition to using GPS-located valves and hydrants, this step will employ record plans to identify and map pipe deflections and properly attribute pipe size, material and year installed. Record plans will also be scanned and linked to the GIS based system.
3. **Asset information, record scanning and linking to GIS:** Existing construction plans related to the water will be scanned and linked in GIS if they are not already. Additionally, information concerning assets such as age, condition, and type for assets such as valves, hydrants, storage tanks, and water treatment will be added. O&M manuals for the Water Filtration Plant and pumping stations will be scanned and linked to the GIS. Water valve tie-cards will be scanned and linked to the GIS.
4. **Water Treatment Plant:** Site piping at the Water Treatment Plant will be mapped as described above for the distribution system. Relevant existing construction plans will be scanned and linked in GIS. Available information on age, condition, and type of assets will be added.

C. GIS Based Inventory

All information will be put into the City of Muskegon's GIS database. The material on both the private and public side will be updated based on the results of the field verification. Updates to the GIS system will allow the City of Muskegon to easily provide maps of service lines and materials by address, location, and private side versus public side. The other distribution system components used to deliver water will also be added to the database.

II. Asset Management

The City of Muskegon is proposing to update its Water Asset Management Plan.

A. Water System Inventory Update

The City of Muskegon will update the inventory submitted in its asset management plan in late 2017. This will be supplemented by the additional information gathered in the DMSI discussed in Part I.

Estimated assets:

Hydrants – 2,139	Intakes - 1
Valves – 4,611	Master Meters – 3
Water Main – 216 miles	Pumping Stations – 2
Storage Tanks – 3	Treatment Plant - full surface water filtration plant
Service Lines – 12,898	

B. Condition Assessment

Condition assessment of water system assets will be made and/or updated and results added to the City of Muskegon's GIS. These may be made using historical records concerning hydrant condition, valve operation, valve turns, life cycle estimates, and failure rates, etc. will be added to the GIS based on existing records. This may also be supplemented by field verification in some cases if limited data is available.

- 1. Valves:** Historical records concerning valve condition will be added to the GIS based on existing records. This may be supplemented by field verification in some cases if no data is available.
- 2. Distribution system:** Conditions of the distribution system will be addressed through hydraulic modeling and calibration testing. Hydraulic modeling can identify conditions in the systems such as friction specific pipes, possible closed valves, water age, and potential water quality problems.

The following activities are planned to update the City of Muskegon's hydraulic model:

- ***Update model with updated GIS*** – This will be based on the inventory and field work conducted. The primary advantage is that the pipes are shown on maps in a more exact location and model calculations are more accurate.
- ***Perform water system field testing*** – Hydrant flow testing in the field will provide data for model calibration and verifications of model assumptions.
- ***Define capital improvements*** – The hydraulic model will be used to determine what capital improvements may be needed based on low flow areas for domestic, commercial/industrial areas and fire protection requirements.

3. Water Treatment Plant and booster stations

An inventory of WTP assets will be developed including all major treatment units and ancillary equipment. A review of age and last known replacement/upgrades will be completed for all items in the inventory. Further condition assessment activities will be completed for the WTP filters including:

- Visual observation of each filter during run and backwash. Assess mudball formation and bed expansion.
- Assess condition of existing filter box coatings
- Measurement of elevation of top of filter media to compare to design media thickness
- Core samples in two representative filters and sieve analysis to compare to recommended grain size distribution
- With City assistance, observe backwash pressures to assess potential plugging of the IMS Cap underdrains
- Assess condition of existing valves and actuators associated with the filters

An assessment of the dedicated 36-inch pipe that serves the high service pumps to the West Michigan Regional Water Authority will be evaluated due to its age, which is over 90 years. Visual observations will be completed where possible. Means of investigating the condition of the pipe along its length will be reviewed and implemented, if feasible.

Two booster stations will also be included in condition assessment activities. Systems that will be assessed include: pumps, piping, building structure, ventilation, and electrical systems.

C. Level of Service

The level of service is anticipated to be improved with the updated inventories, condition assessments and move to a GIS based asset management system. Once a water system is accurately mapped, the resulting data can be used to help communities track O&M activities such as valve turning, hydrant flushing, hydrant painting, and other asset maintenance.

D. Criticality Assessment

The criticality of assets in the distribution and supply system will be evaluated. Criticality considers the likelihood and consequence of failure. This was done in the City's 2017 Asset Management Plan, but this will be updated with more current information. Consideration will be given to failure histories and the results of water system modeling. The presence of lead service lines will also be a factor in prioritizing asset criticality.

E. Capital Improvement Planning

Five year and twenty-year capital improvement plans will be developed based on the inventory, condition assessments, criticality review, and level of service goals. This will also include lead service line replacement. Consideration will also be given to other assets affected with identified projects. Project descriptions, cost predictions, and timelines will be prepared.

F. Revenue Structure Development (Rate Study)

A financial analysis focusing on cash balances, rates, and financing will be prepared by the City of Muskegon's financial advisor. This will include a rate study using industry accepted practices for utilities. A review of possible financing options for capital improvements will also be made. The analysis will be reviewed with the City Council so it can review the rate analysis and develop policies related to the capital and financial needs of the water system.

G. Asset Management Plan

The City of Muskegon's Asset Management Plan (AMP), originally prepared in 2017, will be updated based on the activities discussed above. The plan will address capital improvements and the rates and policies needed to be proactive in maintaining the City's water system. The plan will be presented to the city council for review and concurrence.

H. Public Education

The City of Muskegon will prepare some materials for public education about asset management and lead service lines.

III. Equipment

The City of Muskegon intends to purchase field laptops and a GPS data logger unit for the purpose of tracking and maintaining its asset inventory and regularly updating it.

IV. Schedule

The City of Muskegon intends to complete these activities over a two to three-year period once the grant agreement is in place.

Scope of Work & Professional Services

City of Muskegon - Drinking Water Asset Management Grant

Revised 2021-07-26

	Total Cost
Distribution System Material Inventory	
Project Meetings(3)/Coordination/Administration/Grant assistance	\$36,400
Service line verification/location - field and office review	\$199,300
Sub-Total	\$235,700
Asset Management	
Coordination/Administration/Progress Reports/Meetings	\$10,700
Data collection - hydrants, valves	\$157,400
Watermain mapping update based on field work	\$82,400
Water Plant mapping and GPS	\$37,600
Prepare final deliverables	\$14,700
Review and train city on deliverable	\$8,400
Update Inventory (dist and WTP- some covered above)	\$3,800
Condition Assessment - hydrants, valves most covered above)	\$8,700
Condition Assessments - booster stations (2)	\$37,600
Condition Assessments - WTP filters	\$21,600
Condition Assessment -WTP Piping (limited)	\$56,400
Condition assessment - hydraulic modeling/testing distribution	\$56,000
Condition review - other water treatment plant assets	\$59,000
Level of Service Review	\$8,000
Criticality Assessment (update existing)	\$4,400
Capital Improvement Planning (assume 2 meetings)	\$35,400
Revenue Structure Development (2 meetings, 1 with commission)	\$23,900
Public Education	\$4,800
Asset Management Plan (assume 1 meeting and 1 city commission presentation)	\$27,000
Sub-Total	\$657,800
Equipment	
Equipment (tablets/GPS for GIS field use)	\$5,340
Sub-Total	\$5,340
Total Estimated Services	\$898,840

Professional Services Agreement

This Professional Services Agreement is made this 5th day of August, 2021 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and City of Muskegon (“Client”), of 933 Terrace Street, Muskegon, MI 49443.

WHEREAS Client intends to:

Complete Distribution System Material Inventory and Asset Management Plan under the Drinking Water Asset Management Grant

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

Name: Leo Evans, P.E.
Title: Director of Public Works
Phone Number: 231-724-6920
Facsimile Number: 231-727-6904
E-Mail Address: leo.evans@shorelinecity.com

For P&N

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 5, 2021
- ☒ 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 5, 2021
☐ Scope of Services defined as follows:

NA

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.
- ☒ Other: Maximum not to exceed \$689,200 unless authorized by City of Muskegon.

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: Jason Washler, P.E.

Printed Name: Leo Evans, P.E.

Title: Vice President

Title: Director of Public Works

Date: August 5, 2021

Date: _____

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**
1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
 2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
 3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.
- H. Hazardous or Contaminated Materials/Conditions**
1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
 2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.

3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, ~~or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less.~~ Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.

3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.
- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

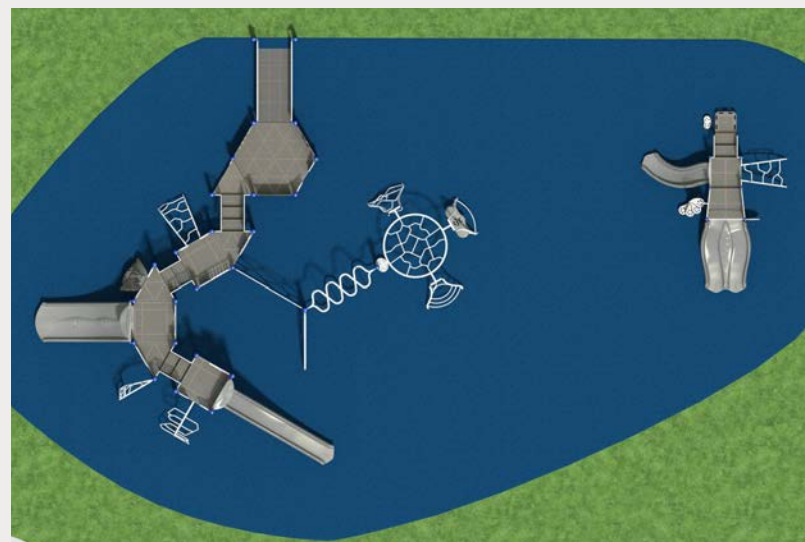
WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 24 th , 2021	Title: Beukema Playground
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is seeking approval to contract with American Athletix to construct a new playground at Beukema Park.	
Detailed Summary: As a follow up to the discussions at the May 10th, 2021 Commission Meeting staff solicited proposals for new playgrounds at Reese and Beukema Parks. Seven (7) proposals were received and staff reviewed each proposal and shortlisted three (3) options for each site (Attached). The top three proposals for each site were posted for public voting and feedback via Facebook and Bang The Table which was closed to voting on Friday, August 13th. The result of the public voting for Beukema resulted in 92 total votes with 44% being cast for the American Athletix design (Option #3); with the other two options receiving 29% and 27% respectively. In addition to public feedback staff solicited feedback from Disability Network West Michigan (DNWM) on all of the designs. For Beukema Park DNWM greatly preferred Option #1 due to the poured in place rubber surfacing and inclusion of ramped access to components of the playground. Options #2 and #3 met minimum ADA requirements, but did not provide rubber surfacing or ramped access. A price proposal from American Athletix is included in the attachments at a cost of \$122,639.00 Given the disparity between the public selection and the recommendation of DNWM, Staff is recommending that we contract with American Athletix but that we request design modifications to incorporate a poured rubber or tile surfacing in lieu of engineering wood fiber and that we modify the play structure designs to incorporate ramp access. These changes will result in an increased price above the provided quote. To that end staff is requesting a contracting limit of \$165,000 in total on the Beukema Park Playground. That amount shall be inclusive of the noted changes to improve the ADA access. If the changes cannot be accomplished within that budget staff will return the item for further Commission consideration. American Athletix is the only vendor to submit a proposal located within the City of Muskegon. A budget line item was not established in the original 21/22 Budget for these projects, however it was previously discussed at the May 10th, 2021 Commission Meeting to target spending \$900K between Reese and Beukema Parks. If approved a budget line item will be added during the 1st Quarter Reforecast. Total requested between the two park designs is a maximum of \$530,000.00 depending upon options.	

Amount Requested: \$165,000	Amount Budgeted: \$0
Fund(s) or Account(s): 101	Fund(s) or Account(s): 101
Recommended Motion: Authorize staff to contract with American Athletix on a new playground for Beukema Park inclusive of the noted ADA improvements in an amount not to exceed \$165,000.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Beukema
Playground
Option 1



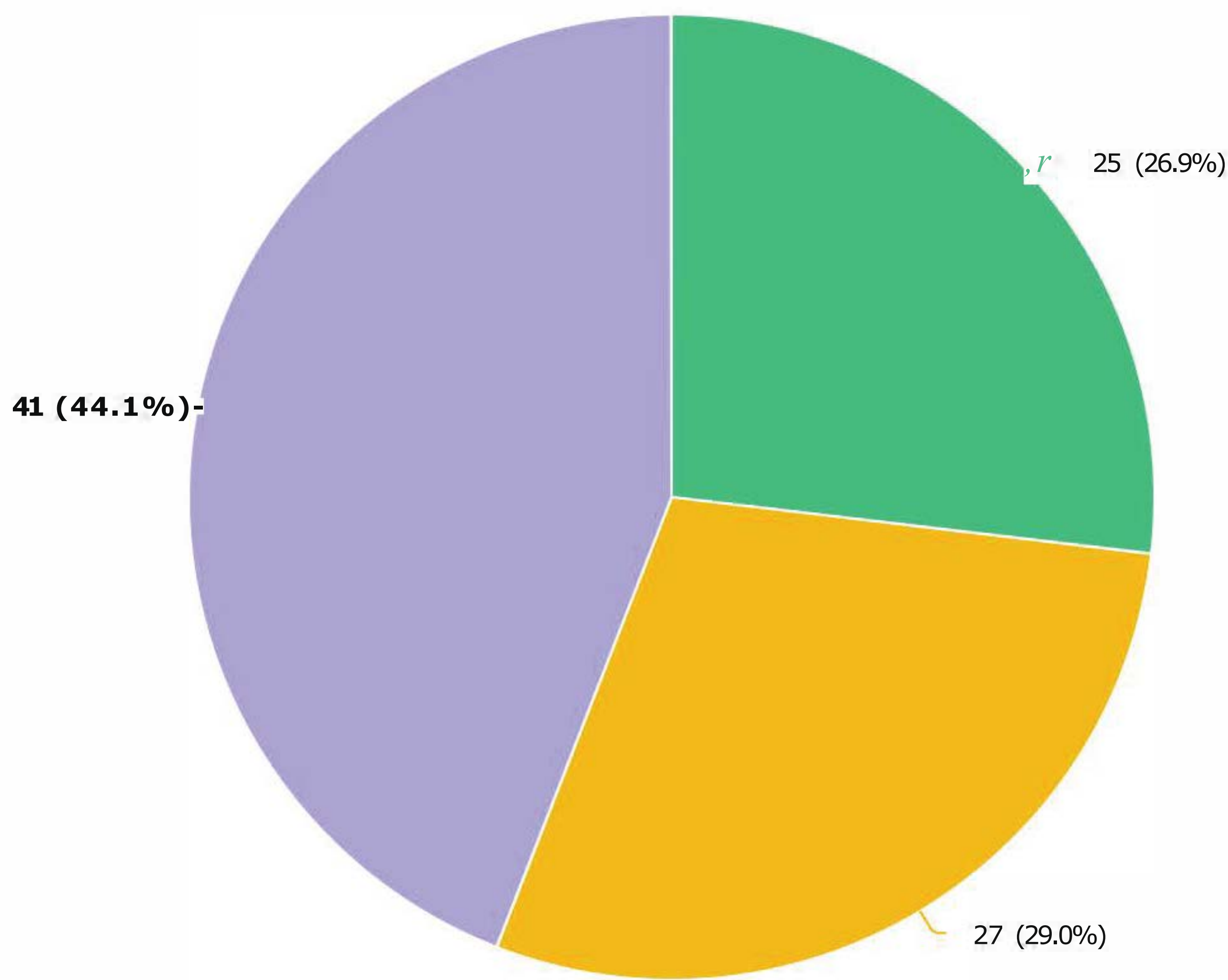
Beukema Playground Option 2



Beukema Playground Option 3



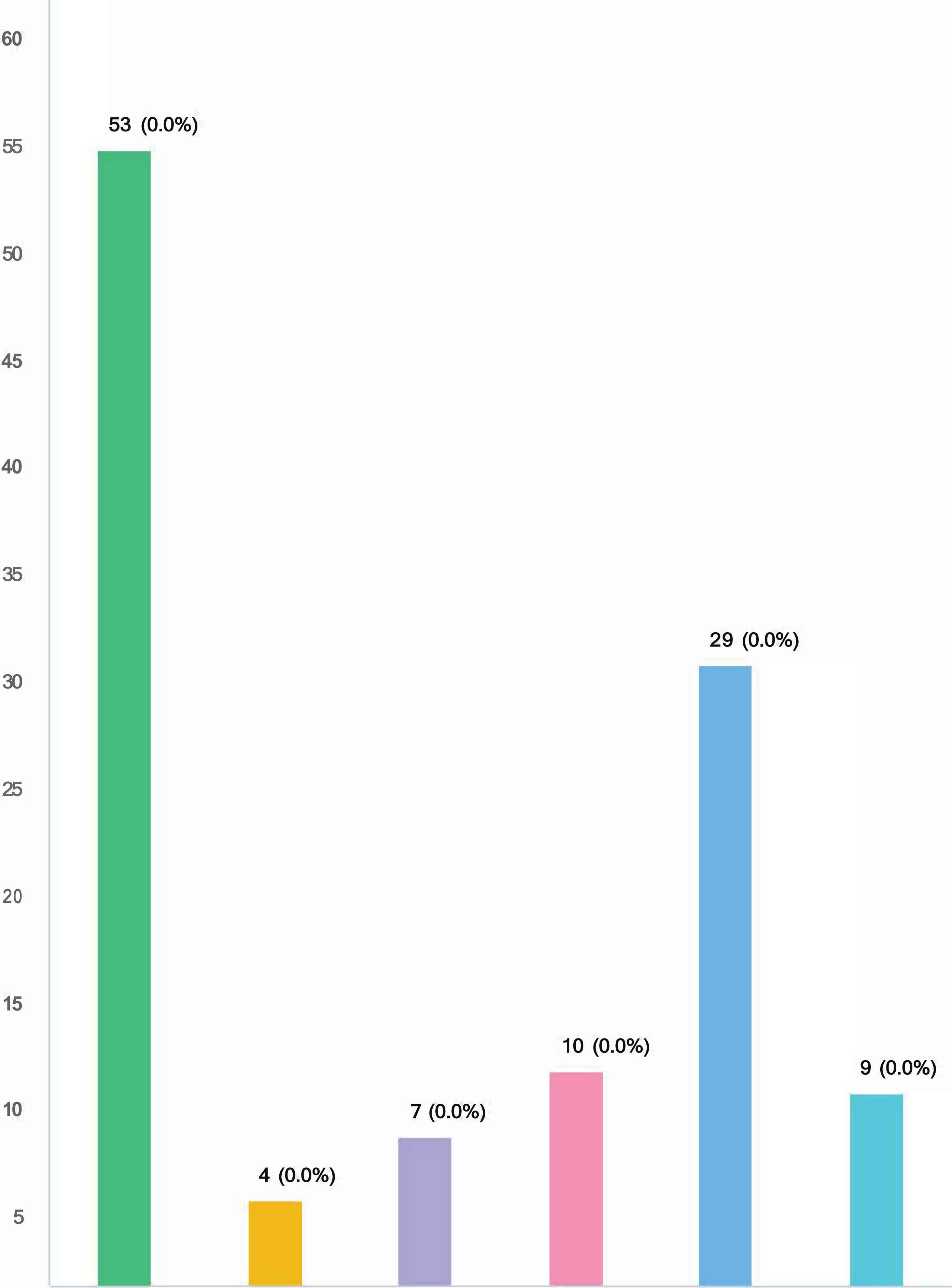
Which playground would you like to see at Beukema Park?



Question options

(Click items to hide)

- Option 1 Option 2 Option 3



Question options

(Click items to hide)

- ☒ I live in the City of Muskegon.
- ☐ I am a student in the City.
- ☐ I am a business owner in the City.
- ☐ I vacation in the City.
- ☐ I live in a neighboring community.
- ☐ I do not live in the City, but I work in the City.

Beukema Playfield - Option #001 (Snider Recreation)

5-12 Play Area

Types of Elements	Minimum Requirements of ADA	Planned Elements in Proposal
Total Number of Elevated Play Components		12
Number of Ground Level Play Components on Accessible Route	4	6
Different Types of Ground Level Components on Accessible Route	3	3
Elevated Components Accessible By Ramp (25%)	0	3
Elevated Components Accessible By Ramp or Transfer (50%)	6	12
Notes		
Poured in Place Rubber Surfacing for whole play area		

2-12 Play Area

Types of Elements	Minimum Requirements of ADA	Planned Elements in Proposal
Total Number of Elevated Play Components		4
Number of Ground Level Play Components on Accessible Route	1	1
Different Types of Ground Level Components on Accessible Route	1	1
Elevated Components Accessible By Ramp (25%)	0	0
Elevated Components Accessible By Ramp or Transfer (50%)	2	4
Notes		

Beukema Playfield - Option #002 (Playworld)

5-12 Play Area

Types of Elements	Minimum Requirements of ADA	Planned Elements in Proposal
Total Number of Elevated Play Components		13
Number of Ground Level Play Components on Accessible Route	4	4
Different Types of Ground Level Components on Accessible Route	3	3
Elevated Components Accessible By Ramp (25%)	0	0
Elevated Components Accessible By Ramp or Transfer (50%)	7	7
Notes		
Engineered Wood Fiber Surfacing		
Spinner at transfer height with recessed seat		

2 ADA Swings

2-12 Play Area

Types of Elements	Minimum Requirements of ADA	Planned Elements in Proposal
Total Number of Elevated Play Components		5
Number of Ground Level Play Components on Accessible Route	2	2
Different Types of Ground Level Components on Accessible Route	2	2
Elevated Components Accessible By Ramp (25%)	0	0
Elevated Components Accessible By Ramp or Transfer (50%)	3	5
Notes		

Beukema Playfield - Option #003 (American Athletix)

5-12 Play Area

Types of Elements	Minimum Requirements of ADA	Planned Elements in Proposal
Total Number of Elevated Play Components		9
Number of Ground Level Play Components on Accessible Route	3	7
Different Types of Ground Level Components on Accessible Route	3	4
Elevated Components Accessible By Ramp (25%)	0	0
Elevated Components Accessible By Ramp or Transfer (50%)	5	5
Notes		
Engineered Wood Fiber		

2-5 Play Area

Types of Elements	Minimum Requirements of ADA	Planned Elements in Proposal
Total Number of Elevated Play Components		6
Number of Ground Level Play Components on Accessible Route	2	6
Different Types of Ground Level Components on Accessible Route	2	2
Elevated Components Accessible By Ramp (25%)	0	0
Elevated Components Accessible By Ramp or Transfer (50%)	3	6
Notes		



EVERYWHERE PEOPLE PLAY

Bleachers ♦ Stadium Seating ♦ Playgrounds
Scoreboards ♦ Gymnasium Equipment
Shelters ♦ Site Amenities ♦ More

info@americanathletix.com ♦ Office: (888) 399-4999 ♦ Fax: (888) 295-2319 ♦ P.O. Box 1881 ♦ Muskegon, MI 49443

Quotation

Date: 7/23/2021

Quote #: MUS2021-A

Expires: 8/23/2021

Approx. Lead Time 12 weeks

Custom lead time:

Project: Beukema Park

Attn: Leo Evans

City of Muskegon

1350 E. Keating

Muskegon, MI 49442

leo.evans@shorelinecity.com

231-724-6920

Description: Kompan revised

quantity	item number	description	each	net
1	PCM310404	TRIPLE TOWER WITH TRACK RIDE	\$53,710.00	\$42,968.00
1	ELE400209	FLOW 1	\$ 29,450.00	\$23,560.00
2	ELE400024	SPINNER BOWL	\$ 1,360.00	\$2,176.00
1	KSW928-CUSTOM	4-BAY PORTAL SWING	\$ 9,500.00	\$7,600.00
	Excavation	Excavate and dump spoils on site	\$4,750.00	\$4,750.00
	EWf	12" EWf / 129 CY / System 300 (25 year warranty)	\$5,500.00	\$5,500.00
	LANDSCAPING	Cleanup / site restoration	\$ 4,500.00	\$4,500.00
	INSTALL	PROFESSIONAL INSTALLATION	INSTALL:	\$26,460.00
			EQUIPMENT TOTAL:	\$91,054.00
			FREIGHT:	\$5,125.00
			TAX:	
			ENGINEERING:	NA
			Quote Total:	\$122,639.00

*ACCEPTANCE OF QUOTATION: This quotation is subject to policies in the current catalog and the following terms and conditions. Quotation is based on shipment of all items at the same time to one destination.

, unless otherwise noted. Pricing is subject to change beyond expiration date. Purchases in excess of \$1000,00 must be supported by a written purchase order to American Athletix, LLC.

LEAD TIME: Tentative dates from receipt of deposit (if required); final approved drawings; colors and site prep and readiness.

FREIGHT: Freight charges are estimated. Subject to final charges from freight carrier.

EXCLUSIONS: Unless specifically included, this quotation excludes: all site work and landscaping; removal and disposal of existing equipment;

acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing, borders and drainage provisions.

Proposal By: John McDonald, American Athletix, LLC

Customer Acknowledges that he/she has read, understands, accepts and agrees to be bound by the Terms and Conditions attached

Accepted by: _____ Date: _____

Purchase Order: _____



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 24 th , 2021	Title: Reese Playground
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is seeking approval to contract with Sinclair Recreation to construct a new playground at Reese Park.

Detailed Summary:

As a follow up to the discussions at the May 10th, 2021 Commission Meeting staff solicited proposals for new playgrounds at Reese and Beukema Parks. Seven (7) proposals were received and staff reviewed each proposal and shortlisted three (3) options for each site (Attached). The top three proposals for each site were posted for public voting and feedback via Facebook and Bang The Table which was closed to voting on Friday, August 13th.

The result of the public voting for Reese resulted in 88 total votes with 52% being cast for the Sinclair Recreation design (Option #3); with the other two options receiving 30% and 18% respectively.

In addition to public feedback staff solicited feedback from Disability Network West Michigan (DNWM) on all of the designs. For Reese Park DNWM greatly preferred Option #3 due to providing the highest percentage of ramp access. 26/28 features are accessible via ramps which well exceeds the minimum standards. The design also provides poured in place rubber surfacing which increases access to the 20 ground level features.

A price proposal from Sinclair Recreation is included in the attachments at a cost of \$323,600.00

For this site the public voting and DNWM recommendations both selected the same design. Staff has worked with Sinclair Recreation in the past and is comfortable they can successfully deliver this project.

One point of note which is often discussed is that the selected design did not provide an option for swings. If swings are desired the design could be modified to incorporate a swing set at an additional cost. Staff is supportive of either option and would request a budget of \$365,000 to modify the design to incorporate a swingset.

A budget line item was not established in the original 21/22 Budget for these projects, however it was previously discussed at the May 10th, 2021 Commission Meeting to target spending \$900K between Reese and Beukema Parks. If approved a budget line item will be added during the 1st Quarter Reforecast. Total requested between the two park designs is a maximum of \$530,000.00 depending upon options.

Amount Requested: \$323,600.00 (No Swings) \$365,000.00 (With Swings)	Amount Budgeted: \$0
Fund(s) or Account(s): 101	Fund(s) or Account(s): 101
Recommended Motion: Authorize staff to contract with Sinclair Recreation on a new playground for Reese Park in an amount not to exceed \$365,000.00.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

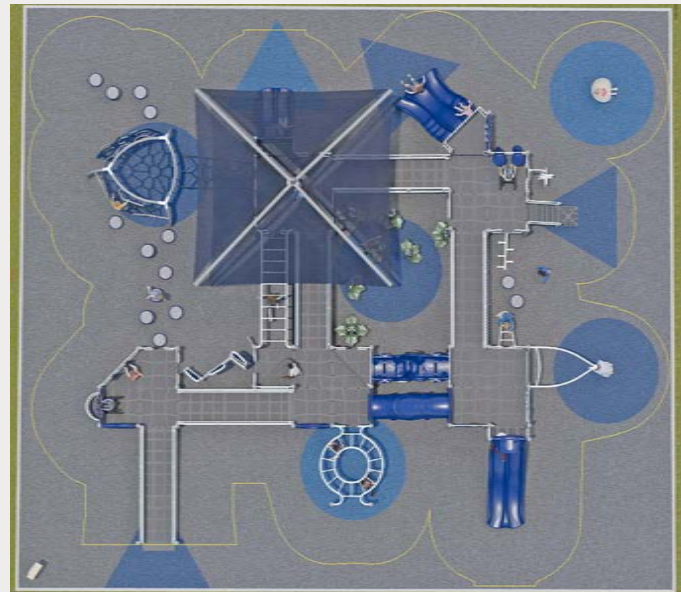
Reese Playground Option 1



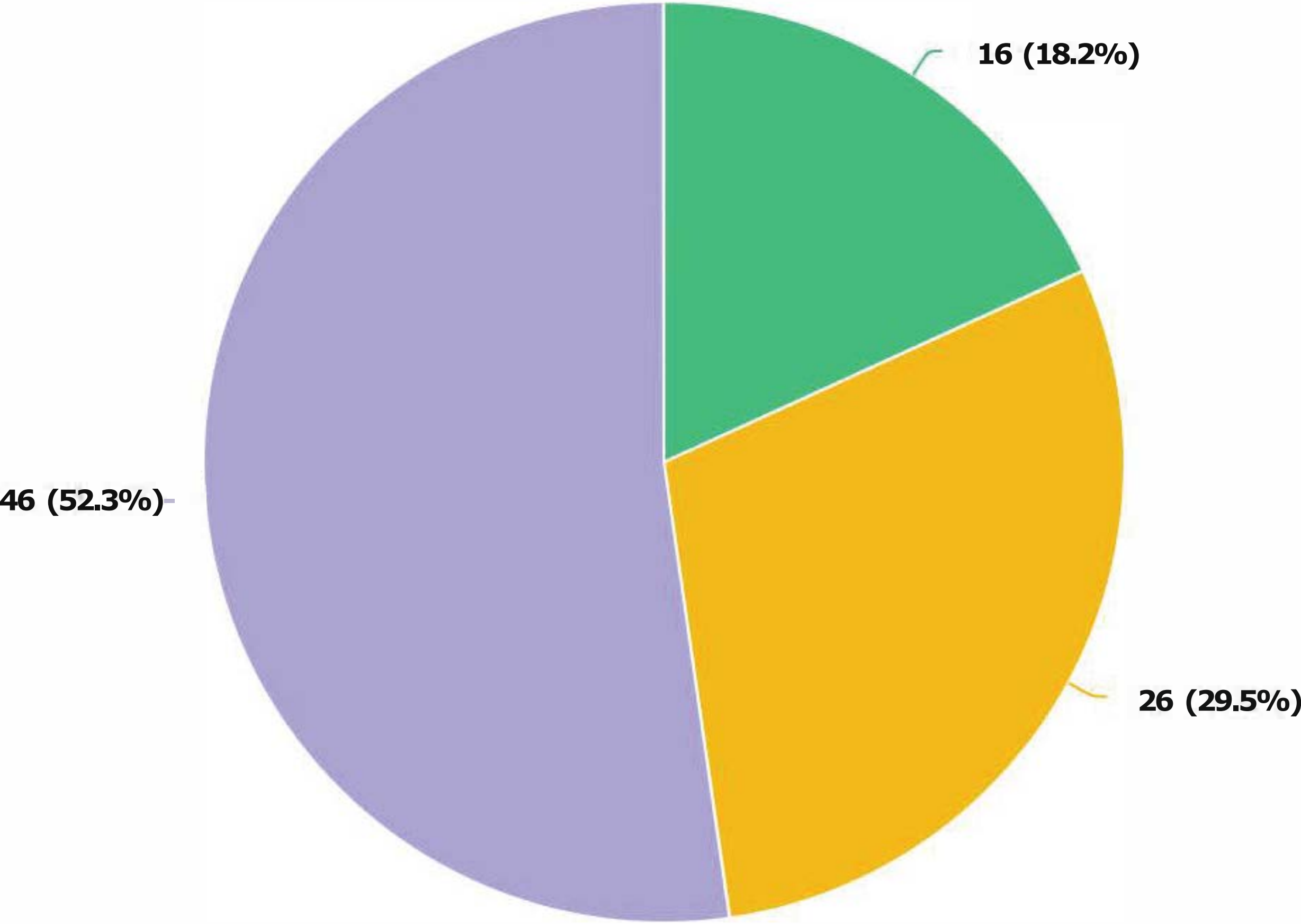
Reese Playground Option 2



Reese
Playground
Option
3



Which playground would you like to see at Reese Park?



Question options

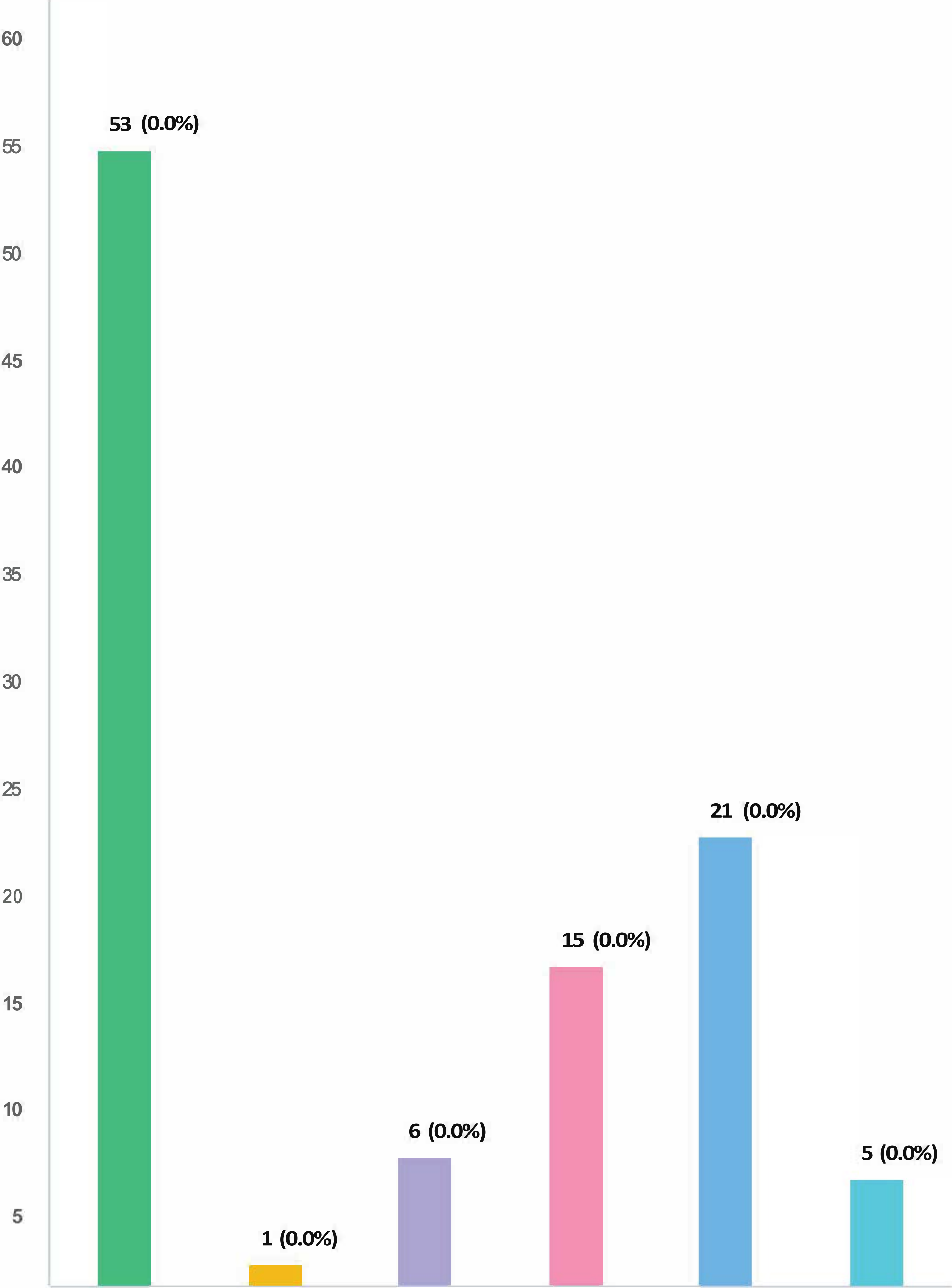
(Click items to hide)

- e

Option 1
- e

Option 2
- e

Option 3



Question options

(Click items to hide)

- ☒ I live in the City of Muskegon.
- ☒ I am a student in the City.
- ☒ I am a business owner in the City.
- ☒ I vacation in the City.
- ☒ I live in a neighboring community.
- ☒ I do not live in the City, but I work in the City.

Reese Playfield - Option #001 (Miracle Play Systems)

5-12 Play Area

Types of Elements	Minimum Requirements of ADA	Planned Elements in Proposal
Total Number of Elevated Play Components	0	20
Number of Ground Level Play Components on Accessible Route	0	14
Different Types of Ground Level Components on Accessible Route	8	8
Elevated Components Accessible By Ramp (25%)	5	15
Elevated Components Accessible By Ramp or Transfer (50%)	10	17
Notes		
Poured in Place Rubber or Turf?		

2-12 Play Area

Types of Elements	Minimum Requirements of ADA	Planned Elements in Proposal
Total Number of Elevated Play Components	0	6
Number of Ground Level Play Components on Accessible Route	0	8
Different Types of Ground Level Components on Accessible Route	2	2
Elevated Components Accessible By Ramp (25%)	0	5
Elevated Components Accessible By Ramp or Transfer (50%)	3	6
Notes		
Roll on Alta Glide		

Reese Playfield - Option #002 (Play Environment)

5-12 Play Area

Types of Elements	Minimum Requirements of ADA	Planned Elements in Proposal
Total Number of Elevated Play Components		25
Number of Ground Level Play Components on Accessible Route	0	7
Different Types of Ground Level Components on Accessible Route	2	2
Elevated Components Accessible By Ramp (25%)	7	20
Elevated Components Accessible By Ramp or Transfer (50%)	13	24
Notes		
Poured in place rubber for part and engineered wood fiber for the rest		

2-12 Play Area

Types of Elements	Minimum Requirements of ADA	Planned Elements in Proposal
Total Number of Elevated Play Components		8
Number of Ground Level Play Components on Accessible Route	3	3
Different Types of Ground Level Components on Accessible Route	3	3
Elevated Components Accessible By Ramp (25%)	0	0
Elevated Components Accessible By Ramp or Transfer (50%)	4	8
Notes		

Reese Playfield - Option #003 (Sinclair Recreation)

All Ages

Types of Elements	Minimum Requirements of ADA	Planned Elements in Proposal
Total Number of Elevated Play Components		28
Number of Ground Level Play Components on Accessible Route	0	20
Different Types of Ground Level Components on Accessible Route	7	7
Elevated Components Accessible By Ramp (25%)	7	26
Elevated Components Accessible By Ramp or Transfer (50%)	14	26
Notes		
Poured in place rubber across the whole area		

2-12 Play Area: No 2-12 area for this proposal.

Types of Elements	Minimum Requirements of ADA	Planned Elements in Proposal
Total Number of Elevated Play Components		
Number of Ground Level Play Components on Accessible Route		
Different Types of Ground Level Components on Accessible Route		
Elevated Components Accessible By Ramp (25%)		
Elevated Components Accessible By Ramp or Transfer (50%)		
Notes		



GameTime c/o Sinclair Recreation
 PO Box 1409
 Holland, MI 49422-1409
 Ph: 800-444-4954
 Fax: 616-392-8634

07/21/2021
 Quote #101633-01-05

City of Muskegon - Reese Playfield - Option One - Grant Pricing

City of Muskegon
 Attn: Milo Root
 Parks Department, 1350 East Keating Avenue
 Muskegon, MI 49442
 milo.root@shorlinecity.com

Ship to Zip 49442

Quantity	Part #	Description	Unit Price	Amount
1	7 PRINCIPLES			
1	8476	GameTime - Infinity Bowl	\$2,194.00	\$2,194.00
1	RDU	GameTime - Custom Universally Accessible Powerscape Structure	\$203,817.00	\$203,817.00
		(1) 3928 -- Fun Mirror 12" 1S		
		(1) 3930 -- Fun Mirror 20" 1S		
		(1) 4668 -- Up & On Bronze Sensor Package		
		(1) 4670 -- Up & On Gold Sensor Package		
		(1) 4847 -- Hypno Wheel Ass'Y		
		(1) 4874 -- Maze w/bk Panel 11" Gizmo		
		(1) 14928 -- NDS Inclusive Play Sign Package		
		(1) 16465 -- Slide Transfer (Ada)		
		(18) 16700 -- Ada49"Sq Punch Steel Deck		
		(1) 16717 -- 147" Ada Ramp Link		
		(1) 16803 -- Ada Wide Triangular Platform		
		(1) 16806 -- Ada 6"Stepped Platform		
		(1) 16819 -- Ada 12"Stepped Platform		
		(9) 32022 -- Hex Pod Step (1')		
		(5) 32023 -- Hex Pod Step (2')		
		(1) 32072 -- Trinet (Medium) W/Ps Connection		
		(4) 38010 -- Vine Climber Low		
		(5) 80076 -- Deck Flat Cap Pkg		
		(1) 80082 -- Slide Transfer		
		(1) 80612 -- Deck Curb		
		(2) 80687 -- Handhold/Kick Plate Pkg		
		(1) 80924 -- Double Seat		
		(1) 81478 -- Horiz Ladder Link 147"		
		(1) 81593 -- Ladder Loop Link		
		(1) 81669 -- Hand Cycler		
		(1) 90033 -- 4' Transfer Platform W/Guardrail		
		(1) 90063 -- 4' & 4'-6" Crazy Eight Climber		
		(1) 90145 -- 4' Corner Vine Climber Reverse		



GameTime c/o Sinclair Recreation
PO Box 1409
Holland, MI 49422-1409
Ph: 800-444-4954
Fax: 616-392-8634

07/21/2021
Quote #101633-01-05

City of Muskegon - Reese Playfield - Option One - Grant Pricing

Quantity	Part #	Description	Unit Price	Amount
		(2) 90150 -- 3/4' Single Vine Climber		
		(1) 90157 -- Triple Slide		
		(1) 90176 -- Ada Crow'S Nest W/ Gizmo		
		(1) 90186 -- Ashiko & Djembe Panel		
		(1) 90203 -- Tic-Tac-Toe Panel Above Dk		
		(1) 90216 -- Rung Enclosure W/Barrier, Above Dk		
		(1) 90225 -- Decorative Panel, Above Dk		
		(1) 90262 -- 4' Upright, Alum		
		(1) 90263 -- 5' Upright, Alum		
		(3) 90264 -- 6' Upright, Alum		
		(5) 90265 -- 7' Upright, Alum		
		(2) 90266 -- 8' Upright, Alum		
		(4) 90267 -- 9' Upright, Alum		
		(6) 90268 -- 10' Upright, Alum		
		(5) 90269 -- 11' Upright, Alum		
		(1) 90306 -- Climber Archway W/Socket & Barrier		
		(1) 90355 -- Store Front Panel		
		(1) 90466 -- Maze Panel, Above Dk		
		(1) 90508 -- 4' Double Zip Slide, Std Dk		
		(1) 90510 -- 6' Dueling Wave Zip Slide, Std Dk		
		(1) 90520 -- Wide Rng Encl Dbl Mold S. Whl Gr Abov		
		(1) 90572 -- Scramble Up (3'-0")		
		(1) 90598 -- Hour Glass Climber		
		(1) 90619 -- Ergo Climber (4'-0" & 4'-6")		
		(1) 90637 -- Tunnel Up		
		(1) 90673 -- Ramp (Guardrail)		
		(1) 90674 -- Std Access Ramp Link 3 Dk Gr		
		(1) 90676 -- Std Access Ramp Link Gr 2'-6" & 3'		
		(1) 90677 -- Std Access Ramp Link Gr 3'-6" & 4'		
		(1) 90713 -- Frog Slide Puzzle-Gadget Pnl Above Dk		
		(1) 90840 -- Xcelerator		
		(1) 90850 -- 4D Sail Roof		
		(3) 91146 -- Entryway - Guardrail		
		(7) 91208 -- Climber Entryway - Guardrail		
		(2) 91209 -- Climber Entryway - Barrier		



GameTime c/o Sinclair Recreation
 PO Box 1409
 Holland, MI 49422-1409
 Ph: 800-444-4954
 Fax: 616-392-8634

07/21/2021
 Quote #101633-01-05

City of Muskegon - Reese Playfield - Option One - Grant Pricing

Quantity	Part #	Description	Unit Price	Amount
		(1) 91303 -- Cliff Wall Climber		
		(1) 91334 -- Climber Offset Entryway (Barrier)		
		(1) 91364 -- Sensory Wave Panel w/ chimes		
		(1) 91365 -- Sensory Wave Panel w/ stained glass		
		(1) 91379 -- PS S Wave Up & On LNK (5'-5'6)		
		(2) 91457 -- Sensory Wave Entryway		
		(1) 91499 -- Olympus Climber-3' thru 4' attach		
		(4) G90262 -- 4' Upright, Galv		
		(3) G90265 -- 7' Upright, Galv		
		(7) G90267 -- 9' Upright, Galv		
		(7) G90268 -- 10' Upright, Galv		
		(4) G90269 -- 11' Upright, Galv		
		(3) G90270 -- 12' Upright, Galv		
		(1) 178749 -- Owner's Kit		
1	INSTALL	Installation - Of GameTime Equipment	\$45,000.00	\$45,000.00
462	INSTALL	Installation - Concrete Border surround the play area	\$31.00	\$14,322.00
4275	PIP	GT-Impax - Poured in Place Surfacing and Sub-base	\$22.00	\$94,050.00
4275	INSTALL	Installation - Excavation of the site and site work	\$2.25	\$9,618.75
1	INSTALL	Installation - Clean up of site and restoration	\$3,500.00	\$3,500.00
			Sub Total	\$372,501.75
			Grant	(\$87,013.81)
			Material Surcharge	\$28,627.39
			Freight	\$9,484.67
			Total	\$323,600.00

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION.

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE.

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



GameTime c/o Sinclair Recreation
PO Box 1409
Holland, MI 49422-1409
Ph: 800-444-4954
Fax: 616-392-8634

07/21/2021
Quote #101633-01-05

City of Muskegon - Reese Playfield - Option One - Grant Pricing

Payment Terms: Payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past-due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

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

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

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

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



GameTime c/o Sinclair Recreation
PO Box 1409
Holland, MI 49422-1409
Ph: 800-444-4954
Fax: 616-392-8634

07/21/2021
Quote #101633-01-05

City of Muskegon - Reese Playfield - Option One - Grant Pricing

Acceptance of quotation:

Proposed By Diane Sinclair: _____

Accepted By (printed): _____ P.O. No: _____

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

Signature: _____

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: \$323,600.00

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____
(For Accounts Payable)

Tel: _____
(To call before delivery)

Email: _____

Email: _____

COLOR SELECTIONS: _____

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

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

Quote prepared by: Diane Sinclair



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 8/24/2021	Title: DPW Vehicle Replacement
Submitted By: Joe Buckingham	Department: DPW/Equipment
Brief Summary: The Equipment Division is requesting permission to purchase fifteen (15) new fleet vehicles to replace existing vehicles.	
Detailed Summary: We are requesting permission to purchase the following; • F-350 Construction Trucks (3 EA - 1 Highway / 1 Traffic / 1 Water & Sewer) • F-450 Dump Trucks (2 EA - 1 Highway / 1 General Use) • F-250 Water/Sewer Dept. (4 EA - 4 Water & Sewer) • F-250 Parks Dept. (3 EA - Parks) • 2500 HD Fleet Vehicles (3 EA - DPW Supervisor Vehicles) These purchases are for replacements to existing vehicles, no net increase in the number of vehicles maintained is proposed. The existing vehicles being replaced vary in age from 1994 thru 2011. Existing vehicles will be handed down to seasonal use and/or placed on the auction site (Biddergy.com) for sale. These new vehicles will be purchased through Gorno Ford and Berger Chevrolet the Mi-Deal State contract holders. This purchase will total \$476,131.00 coming from the Equipment budget. 11 of these vehicles were budgeted within the 2021/22 Budget and 4 were budgeted within the 2020/21 Budget but were unable to be purchased at that time due to vehicle shortages. The 21/22 budget will be reforecast in the 1st quarter reforecast to reflect the carryover vehicles from the 2020/21 Budget.	
Amount Requested: \$476,131.00	Amount Budgeted: \$476,131.00
Fund(s) or Account(s): 661-60932-5730	Fund(s) or Account(s): 661-60932-5730
Recommended Motion: Authorize staff to purchase fifteen (15) replacement vehicles for DPW.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐	

For City Clerk Use Only:

Commission Action:

F-350 Construction Trucks
Fitting with various bed styles
depending upon designated use







Typical F-250 Configuration
(Water/Sewer & Parks)



Typical F-450
Configuration



Typical Configuration
2500 Supervisor Vehicles

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 24, 2021	Title: Water Filtration Plant Fencing
Submitted By: Joe Buthker	Department: Public Works - Filtration
Brief Summary: Staff is seeking approval of a contract with Fence Consultants for a total of \$38,545.86 for the replacement of the fencing and the cantilever gate on the east side of the Water Filtration Plant property.	
Detailed Summary: The fencing on the west and north sides of the Water Filtration Plant property was replaced in 2018. The fencing along the east side of the Water Filtration Plant property was not replaced as part of this project and it is corroding and showing its age. The existing cantilever gate is breaking frequently, and while repairs have prolonged its use, a long-term solution is required. This proposal includes installation of new chain link fencing and a new cantilever gate with modern safety features. The base bid for this proposal includes the removal of the existing fencing and the installation of aluminized chain link fencing and gates. An alternate bid was requested by staff for the additional cost of using black vinyl coated chain link materials in place of the aluminized chain link fencing. Staff issued a public notice for formal competitive bids. Two fencing contractors attended the pre-bid meeting at the Water Filtration Plant. Fence Consultants was the only contractor to submit a bid. The requested amount of \$38,545.86 includes the base bid of \$34,504.95 for removal and installation of aluminized fencing materials plus an additional \$4,040.91 to upgrade from aluminized chain link fencing to black vinyl coated chain link fencing. Two additive bids for the replacement of fencing along the south side of the Water Filtration Plant property will not be awarded at this time and will be included as part of future projects. This project was budgeted as part of the capital improvements at the Water Filtration Plant for FY 2021-22.	
Amount Requested: \$38,545.86	Amount Budgeted: \$40,000.00
Fund(s) or Account(s): 591-92034-5346	Fund(s) or Account(s): 591-92034-5346
Recommended Motion: Authorize staff to contract with Fence Consultants for a total of \$38,545.86 for the replacement of the fencing and gate on the east side of the Water Filtration Plant property.	

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

BID FORM

	<u>Lump Sum</u>
<u>Base Bid</u>	\$ 34,504.95
<u>Alternate Bid</u>	\$ +4,040.91
<u>Additive Bid (a)</u>	\$ +4,896.38
<u>Additive Bid (b)</u>	\$ +10,147.23

Company Name: Fence Consultants

Address: 615 11th Street NW

Grand Rapids MI, 49504

Phone: (616) 392-3496

Email: James@fenceconsultants.com

Signature/Date:  08/02/2021

Title: Branch Manager

Printed Name: James Gutman

CONTENTS OF PROPOSAL SUBMITTAL

At a minimum, each proposal shall include the following items:

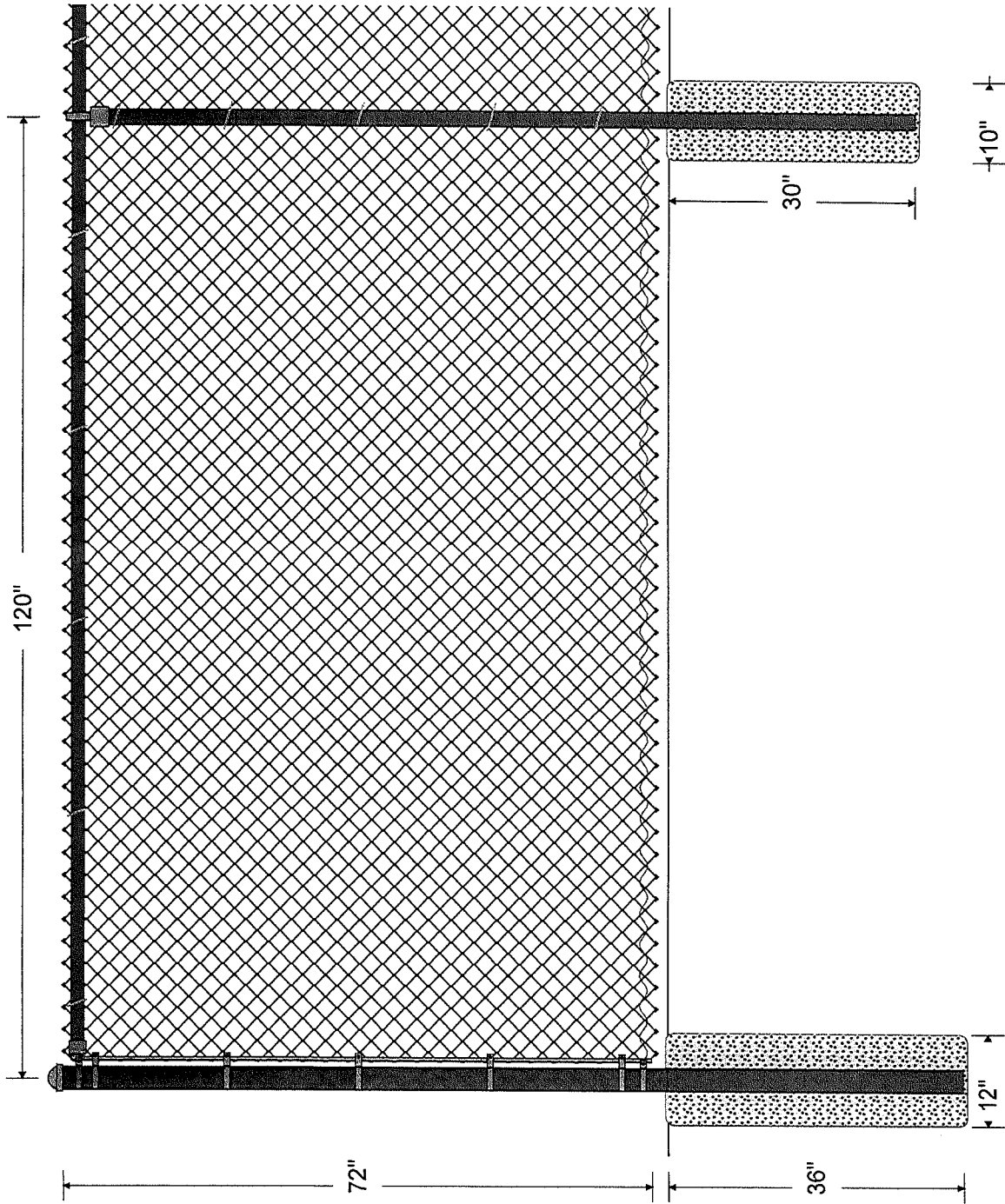
1. Signed and Completed Proposal & Award Page
2. Signed and Completed Bid Form
3. Listing of any identified Subcontractors
4. Copy of Insurance

MUSKEGON - WATER FILTRATION PLANT GATE AND FENCE REPLACEMENT - CITY OF MUSKEGON



Estimated Start Date 11/01/2021

Estimated Completion Date 10/17/2021



FABRIC: 72" 9 GA. ALUMINIZED (2" Mesh) B/K ALUM FABRIC.

TOP RAIL: 1 5/8" O.D. SWEDGE END SS-20 PIPE GALVANIZED, 1.46 lbs. per foot. Top rail 21" in length.

LINE POST: 2" O.D. SS-40 PIPE GALVANIZED CUT POST, 2.28 lbs. per foot. Line posts set 10' on center maximum spacing. Concrete footing: 10" diameter, 30" depth.

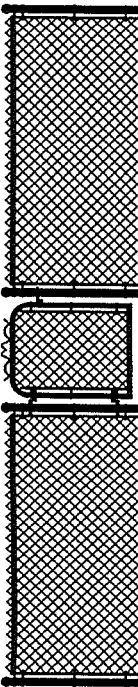
TERMINAL POST: 3" O.D. SS-40 PIPE GALVANIZED CUT POST, 4.84 lbs. per foot. Concrete footing: 12" diameter, 36" depth.

TENSION WIRE: 7 GA. COIL SPRING ALUMINIZED TENSION WIRE attached to bottom of fence fabric with 9 GA. STEEL HOG RING spaced 24" on center.

FITTINGS: BEVELED BRACE BAND & CARRIAGE BOLT, PRESSED STEEL RAIL-END, PRESSED STEEL LOOP CAP, BULLET ALUMINUM CAP, 3/16" X 3/4" TENSION BAR, BEVELED TENSION BAND & CARRIAGE BOLT.

TIE WIRE: 6 1/2" 9 GA. ALUMINUM TIE WIRE spaced 14" on center for line posts & 24" on center for rails.

POST FOOTING: HAND MIXED CONCRETE.



Fence Consultants of West Michigan, Inc.
615 Eleventh Street NW
Grand Rapids, MI 49504
Phone 616-454-1911 Fax 616-233-0422

MUSKEGON - WATER FILTRATION PLANT
Treatment Plant
Muskegon, MI

Drawn: 08/02/2021
File:

LINE OF FENCE

FABRIC: 72" 9 GA. ALUMINIZED (2" Mesh) BIK ALUM FABRIC.

GATES: CANTILEVER GATE: Framework of 2 1/2" SS-40 PIPE GALVANIZED, 3.12 lbs. per foot.

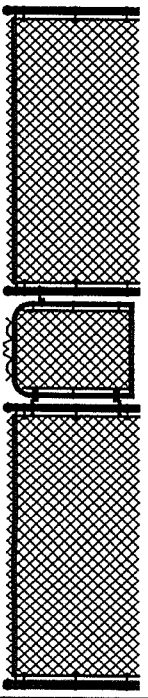
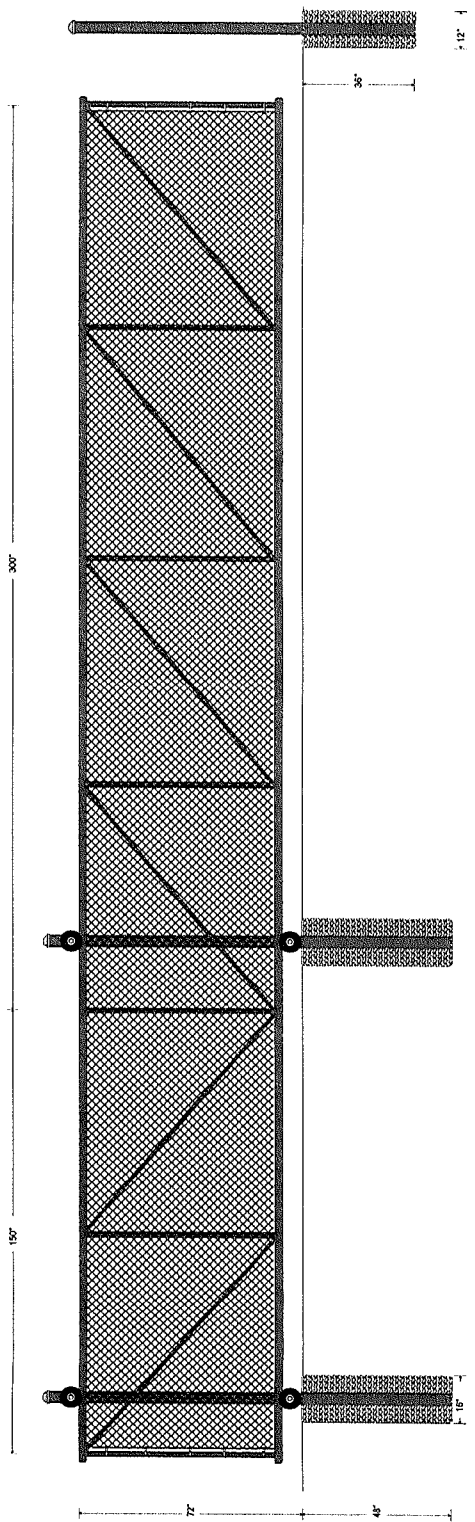
Gates braced and trussed as necessary. Same fabric as fence.

GATE POST: CANTILEVER GATE: 4" O.D. SS-40 PIPE GALVANIZED CUT POST, 6.56 lbs. per foot. Concrete footing: 16" diameter, 48" depth.

FITTINGS: BEVELED BRACE BAND & CARRIAGE BOLT, PRESSED STEEL RAIL-END, PRESSED STEEL LOOP CAP, BULLET ALUMINUM CAP, 3/16" X 3/4" TENSION BAR, BEVELED TENSION BAND & CARRIAGE BOLT.

TIE WIRE: 6 1/2" 9 GA. ALUMINUM TIE WIRE spaced 14" on center for line posts & 24" on center for rails.

POST FOOTING: HAND MIXED CONCRETE.

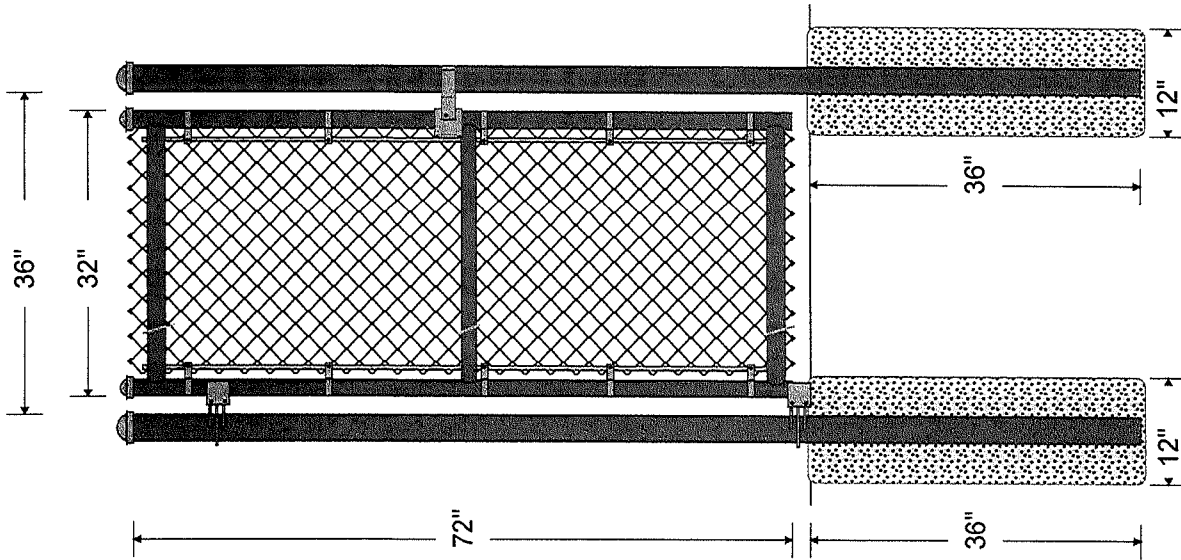


Fence Consultants of West Michigan, Inc.
615 Eleventh Street NW
Grand Rapids, MI 49504
Phone 616-454-1911 Fax 616-233-0422

MUSKEGON - WATER FILTRATION PLANT G
Treatment Plant
Muskegon, MI

Drawn: 08/02/2021
File:

25' CANTILEVER GATE, 2 1/2" SS-40 PIPE GALVANIZED



FABRIC: 72" 9 GA. ALUMINIZED (2" Mesh) B/K ALUM FABRIC.

GATES: SINGLE SWING GATE: Framework of 2" SS-20 PIPE GALVANIZED, 1,75 lbs. per foot.

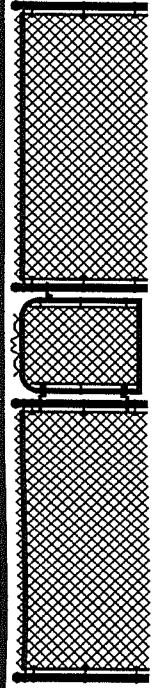
Gates braced and trussed as necessary. Same fabric as fence.

GATE POST: SINGLE SWING GATE: 3" O.D. SS-40 PIPE GALVANIZED CUT POST, 4.64 lbs. per foot. Concrete footing: 12" diameter, 36" depth.

FITTINGS: BEVELED BRACE BAND & CARRIAGE BOLT, PRESSED STEEL RAIL-END, PRESSED STEEL LOOP CAP, BULLET ALUMINUM CAP, 3/16" X 3/4" TENSION BAR, BEVELED TENSION BAND & CARRIAGE BOLT.

TIE WIRE: 6 1/2" 9 GA. ALUMINUM TIE WIRE spaced 14" on center for line posts & 24" on center for rails.

POST FOOTING: HAND MIXED CONCRETE.



Fence Consultants of West Michigan, Inc.
615 Eleventh Street NW
Grand Rapids, MI 49504
Phone 616-454-1911 Fax 616-233-0422

MUSKEGON - WATER FILTRATION PLANT G
Treatment Plant
Muskegon, MI

Drawn: 08/02/2021
File:

3' SINGLE GATE, 2" SS-20 PIPE GALVANIZED FRAME

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 24, 2021	Title: Approval of Abatement and Building Contractors :769 Catawba Avenue
Submitted By: Oneata Bailey	Department: CNS
Brief Summary: To award the Building Contracts for the lead abatement and rehabilitation of 769 Catawba Ave. (Pictures) Badgerows Building and Remodeling- Randall Bagerow for Lead; and the rehabilitation to Custom Exteriors, LLC- Mike Murphy for the City of Muskegon's Homebuyers Program. (pictures)	
Detailed Summary: Lead Abatement Contract for 769 Catawba Ave. has 2 bidders. (Bids attached) Randall Badgerow, Badgerow's Building and Remodeling* 607 S Lafayette Greenville, MI 48838 *MDHHS Lead CHIP Abatement contractor since 2019 Rehabilitation Contractor for 769 Catawba Ave. has 2 bidders. (Bids attached) Mike Murphy, Custom Exteriors, LLC 1541 Brooks Road Muskegon, MI 49442 Local Building Contractor new construction/rehab since 2010	
Amount Requested: \$99,864.00	Amount Budgeted: \$110,000
Fund(s) or Account(s): HOME Program	Fund(s) or Account(s): HOME 2020
Recommended Motion: To award Badgerows Building and Remodeling the lead abatement contract for 769 Catawba Ave. in the amount of \$10,600.00; and award Custom Exteriors LLC the rehabilitation contract in the amount of \$ 89,264.00, for the Community and Neighborhood Services Office Homebuyers Program.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐	

For City Clerk Use Only:

Commission Action:

MEMO

**Community and
Neighborhood Services
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501**

Date: August 18, 2021

To: Bidders regarding 769 Catawba Ave

From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon

Re: Bid Results

Community and Neighborhood Services received the following bid proposals:

<u>CONTRACTOR</u>	<u>Total Bid Price*</u>
Mike Murphy	\$89,264
Nassau Construction	\$91,910

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

OB

MEMO

**Community and
Neighborhood Services**
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501

Date: August 18, 2021

To: Bidders regarding 769 Catawba Ave

From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon

Re: Bid Results - Lead

Community and Neighborhood Services received the following bid proposals:

<u>CONTRACTOR</u>	<u>Total Bid Price*</u>
Across the Board LLC	\$21,780
Badgerows Building & Remodel	\$10,600

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

OB







WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 24, 2021	Title: Approval of Abatement and Building Contractors : 548 E Dale Avenue
Submitted By: Oneata Bailey	Department: CNS
Brief Summary: To award the Building Contracts for the lead abatement and rehabilitation of 548 E Dale Ave. (Pictures) Across the Board LLC- Marvin Van Oosten for Lead; and the rehabilitation to Custom Exteriors LLC--Mike Murphy for the City of Muskegon's Homebuyers Program.	
Detailed Summary: Lead Abatement Contract for 548 E Dale Ave. has 2 bidders. (Bids attached) Marvin Van Oosten, Across the Board LLC 921 VO's Place Allegan, MI 49010 Lead Abatement since 2010/Section 3 Contractor/MDHHS Lead CHIP Program* Rehabilitation Contractor for 548 E Dale Ave. has 2 bidders. (Bid attached) Mike Murphy, Custom Exteriors, LLC 1541 Brooks Road Muskegon, MI 49442 Local Building Contractor new construction/rehab since 2010	
Amount Requested: \$97,258.00	Amount Budgeted: \$120,000
Fund(s) or Account(s): HOME Program	Fund(s) or Account(s): HOME 2020
Recommended Motion: To award Across the Board LLC the lead abatement contract for 548 E Dale Ave. in the amount of \$17,290.00; and award Mike Murphy the rehabilitation contract in the amount of \$ 78,568.00, for the Community and Neighborhood Services Office.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐	

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

MEMO

**Community and
Neighborhood Services
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501**

Date: August 18, 2021

To: Bidders regarding 548 E Dale Ave.

From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon

Re: Bid Results

Community and Neighborhood Services received the following bid proposals:

<u>CONTRACTOR</u>	<u>Total Bid Price*</u>
Mike Murphy	\$78,568
Nassau Construction	\$81,230

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

OB

MEMO

**Community and
Neighborhood Services**
City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501

Date: August 18, 2021

To: Bidders regarding 548 E Dale Ave.

From: Oneata Bailey, Director
Community and Neighborhood Services
City of Muskegon

Re: Bid Results -Lead

Community and Neighborhood Services received the following bid proposals:

<u>CONTRACTOR</u>	<u>Total Bid Price*</u>
Across the Board LLC	\$18,690
Badgerows Building & Remodeling	\$24,400

The City of Muskegon reserves the right to accept or reject any and all bids. The City of Muskegon is also not restricted to accept the lowest bid.

We appreciate everyone's interest in being a part of the City of Muskegon's neighborhood revitalization efforts. The selected bidder will be contacted in the next few days.

OB





WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 24, 2021	Title: Revision to Municipal Senior Millage Funding Allocations
Submitted By: Oneata Bailey	Department: CNS
Brief Summary: Request to approve the re-allocation of Municipal Senior Millage Funding for the City of Muskegon Programs. The Senior Power of Produce program at the Muskegon Farmers Market was allocated \$15,000 in April. The Program started July 13, 2021 and the funds have been depleted. Staff is requesting that the allocation for The Muskegon County Senior Millage Home Repair program be reduced by \$20,000 and that those funds be re-allocated to the Senior Power of Produce program. Staff has reviewed the position of funds for Home Improvements and feel confident that this is in the best interest of Muskegon County senior citizens.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): Senior Millage Funds	Fund(s) or Account(s): N/A
Recommended Motion: To revise the allocation of Municipal Senior Millage funding to reduce the allocation to Muskegon County Senior Millage Home Repair by \$20,000 and to re-allocate those funds to the Senior Power of Produce program at the Muskegon Farmers Market.	
For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 8/24/2021	Title: Allocation of Muskegon County Senior Millage (MCSM) Re-allocation
Submitted By: Oneata Bailey	Department: CNS

Brief Summary: To approve the described allocations for \$94,640.00 of Muskegon County Senior Millage funds. This funding is specific to our Senior Citizens, age 60 and older, to coordinate and provide services, programs, and/or activities in *our jurisdiction*.

Detailed Summary:

Planning Division is asking for Commission approval to fund the following programs:

The Power of Produce for Senior Citizens on Tuesdays at the Farmers Market. The Fruitport Lions and the Shoreline Branch of the Lions manage the program to reimburse Farmer's through a token-reimbursement system. The Clerk's Office is asking for funds to extend the program period into the fall season.
\$35,000

Department of Public Works has been replacing water lines in the city. For every replacement (\$6000), these allocated dollars will cover ½ the cost of a Senior Citizen, age 60 or above. The Water Department will use these funds to offset their annual cost of water lines replaced in our city.
\$30,000

Muskegon County Senior Millage Major Home Repair program through the Community and Neighborhood Services department is currently closed. This Major repair program will allow for us to serve our citizens who live in housing that is substandard – a threat to safety, health and life. The need has been greater than our budget. We will utilize these funds to stretch our CDBG funding of Priority Housing repairs to cover us until we receive our 2020 allocations from HUD.
\$24,640

Muskegon Senior Housing Assistance is a newly framed program to offer Seniors (60 or older) rental deposits if moving into any of our 4 Senior high-rise locations: Jefferson Tower, Hartford Terrace, Bayview Towers, or Berkshire. These deposits are to be kept in-house for other seniors who do not have an adequate deposit to move in.
\$5,000

Amount Requested:94,640.00	Amount Budgeted:\$94,640.00
Fund(s) or Account(s): Municipal MCSM	Fund(s) or Account(s): Municipal MCSM
Recommended Motion: To accept and allocate additional MCSM award for 2020.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

=

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 24, 2021	Title: Revocation of IFT – 441 W Western Ave
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Pigeon Hill Brewing Company has requested to revoke the Industrial Facilities Exemption Certificate at their 441 W Western Ave facility in order to convert the building into commercial use.	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the revocation of the Industrial Facilities Exemption Certificate No 2015-272 at 441 W Western Ave	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION REVOKING THE INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
NO 2015-272**

Pigeon Hill Brewing Company, LLC

WHEREAS, THE City of Muskegon issued an Industrial Facilities Exemption Certificate to Pigeon Hill Brewing Company, LLC on October 13, 2015; and

WHEREAS, the Industrial Facilities Exemption Certificate is scheduled to expire in 2027; and

WHEREAS, Pigeon Hill Brewing Company, LLC has requested to revoke the Industrial Facilities Exemption Certificate in order to rehab the building into a commercial use; and

WHEREAS, appropriate certified notice has been sent to Pigeon Hill Brewing Company, LLC on August 2, 2021, notifying the company of the intent to revoke Industrial Facilities Exemption Certificate No. 2015-272

NOW THEREFORE BE IT RESOLVED by the Muskegon City Commission that Industrial Facilities Exemption Certificate No. 2015-272, for Pigeon Hill Brewing Company, LLC, is revoked.

Adopted this 24th day of August, 2021

Ayes:

Nays:

Absent

By: _____
Stephen Gawron
Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on August 24, 2021.

By: _____
Ann Meisch
City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 24, 2021	Title: Pedicab Ordinance – TABLED FROM 8/10/2021 TO 8/24/2021
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: City Commission is being asked to consider an ordinance to allow and regulate Pedicabs. City Commission is also being asked to consider an amendment to allow consumption or possession of alcoholic liquors in parks and playgrounds while participating in a pedicab.	
Detailed Summary: The city has been approached by a person wishing to operate a party bike. Staff has worked with the city attorney and is proposing the Pedicab ordinance presented as well as an amendment to Chapter 58 Article I to allow consumption or possession of alcoholic liquors in parks and playgrounds while participating in a pedicab.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To adopt a new ordinance allowing and regulating Pedicabs and to amend Chapter 58 Article I of the City Code of Ordinances to allow consumption or possession of alcoholic liquors in parks and playgrounds while participating in a pedicab	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. ____

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter ____ Article ____ of the Code of Ordinances of the City of Muskegon, Michigan, Section ____ is adopted to read as follows:

Sec. ____ - Purpose.

The transportation of persons by means of pedicabs is a matter closely affecting the public interest. The public interest requires that pedicabs be fit for their intended purpose and that safety and welfare of passengers be protected in the operation of pedicabs and pedicab companies.

Sec. ____ - Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Pedicab* means a multi-wheeled passenger vehicle that is moved by human power that is pulled, pushed or otherwise propelled by a person, which is used in the movement of passenger(s) on public right-of-way and shall include, but not be limited to, cycle-rickshaws, cyclos, velotaxis, trishaws, pedal pubs, biketaxis and any other pushcart or rickshaw-type vehicle or non-motorized passenger vehicle, but which can have electrically assisted device(s).
- (2) *Pedicab Owner* means any person who operates a pedicab.
- (3) *Pedicab Operator* means any person who operates a pedicab.

Sec. ____.- Operating Regulations.

No person shall drive or operate a pedicab for hire upon the streets, highways or thoroughfares of the City of Muskegon, and no person who owns or controls a pedicab shall permit it to be so driven or operated unless the pedicab company holds a valid and unrevoked Pedicab Company license issued under authority of this Chapter and operates in compliance with all of the requirements of this Section.

- (1) No person under the age of 18 shall operate a pedicab.
- (2) No person shall drive or operate a pedicab unless that person has a current valid Michigan driver's license.

- (a) It shall be unlawful for any pedicab operator whose driver's license is currently suspended, revoked or denied or who has not been issued a valid, current Michigan driver's license to operate a pedicab. Each pedicab owner shall obtain a photocopy of each pedicab operator's driver's license prior to allowing the pedicab operator to operate the pedicab.
- (b) Each pedicab owner shall maintain a continuously updated list of the names and residence addresses, dates of birth and current driver's license numbers of all its pedicab operators and shall be exhibited on demand of any police officer or other properly identified City employee who requests it.
- (3) No person shall operate, or cause to be operated, a pedicab in an unsafe condition.
- (4) All pedicab operators are subject to all applicable traffic safety laws, rules, and regulations.
- (5) Pedicabs are not permitted to park on public property except as follows:
 - (a) The City Manager may designate a portion of a public street, alley, plaza, park or similar public place as "pedicab stand" for the parking of pedicabs.
 - (b) A single pedicab may park temporarily at the curb only as long as necessary for passengers to board and exit the vehicle.
 - (c) In all cases, pedicabs shall be parked in a location that does not impeded pedestrian or vehicular traffic.
 - (d) Pedicab operators shall not stop to load or unload passengers or their belongings in the intersection of any street, crosswalks or in any manner or other location that would be considered unsafe. No pedicab shall load or unload in any such manner that will in any way impede or interfere with the orderly flow of traffic on the streets.
- (6) Fares must be agreed upon at the beginning of each trip.
- (7) No person shall use or permit or allow any pedicab to be used in, or to aid or abet, any illegal act.
- (8) No person shall operate or knowingly permit any other person to operate any pedicab under the influence of intoxicating liquor, any controlled, exhilarating or stupefying substance or of any combination of substances mentioned herein.
- (9) No person shall operate a pedicab when the number of passengers exceeds the number of available seats. No person shall operate a pedicab unless all passengers are seated in a seat designed for that purpose and using the seatbelt provided for in the seat.
- (10) Each pedicab owner shall adopt and operate a system for the collection, storage and return of personal property left in a pedicab.

Sec. ____ - Vehicle Regulations.

No person shall drive or operate a pedicab for hire upon the streets, highways or thoroughfares of the City of Muskegon, and no person who owns or controls a pedicab shall permit it to be so driven or operated unless the pedicab vehicle is in compliance with all of the requirements of this section.

- (1) All pedicab owners must have each pedicab vehicle inspected by a bike mechanic prior to operation. All pedicab vehicles must be constructed for and have the structural integrity to support pedicab operations. Each pedicab vehicle must be equipped with the following:
 - (a) *Tires.* Tires shall be of a size appropriate for the pedicab with no mismatched tires. There shall be no cuts to the tire, localized worn spots that expose the ply, or visible tread wear indicators.
 - (b) *Operation bell or horn.* The pedicab shall be equipped with a fully operational bell or horn
 - (c) *Brakes.* It shall be unlawful for a licensee to operate, or cause to be operated, a pedicab that is not equipped with front and rear braking system capable of being manipulated by the licensee or pedicab operator from his normal position of operation and is capable of causing a pedicab with full complement of permitted passengers to come to a complete stop within a distance of fifteen (15) feet from a speed of ten (10) miles per hour in a linear path of motion when each wheel of the pedicab is in contact with the ground on dry, level, clean pavement. The braking system controlling the rear wheels shall be hydraulic or mechanical disc or drum brakes which are unaffected by rain or wet conditions.
 - (d) *Headlights, tail lights, mirrors, turn signals and other requirements.* Every pedicab shall be equipped with the operational equipment set forth in the subsections below:
 - i. A headlight capable of projecting a beam of white light for a distance at a minimum of three hundred (300) feet which shall be clearly visible during darkness and must be illuminated at all times during darkness.
 - ii. A side mounted mirror affixed to the pedicab to reflect to the pedicab operator a view of the street for a distance of at least two hundred (200) feet from the rear of the pedicab.
 - iii. A red tail light and brake light affixed to the rear of the pedicab which must be visible for a distance of at least five hundred (500) feet from the rear of the pedicab and must be illuminated at all times during darkness. Turn signals must be affixed to the front and rear of the vehicle.

- iv. Reflectors placed on each wheel and at each corner of the body of the pedicab.
 - v. Any other equipment required to comply with all applicable federal and state laws.
 - vi. A pedicab must not have any crack, broken or missing parts, or other visible damage. All wheels must be firmly attached to the hub of the vehicle and all springs, axels, and supporting structures of each pedicab vehicle must me in tact.
- (2) Each pedicab owner shall, at all times, keep each pedicab vehicle clean and free of refuse and in safe operating condition. Prior to the operation of any pedicab and at the beginning of each shift or each day of operation, the pedicab owner shall thoroughly inspect the pedicab for safe operating conditions. For any condition found then or at any other time that will prevent the safe operation of the pedicab, the owner shall immediately remove the pedicab from service and correct the condition before the pedicab is returned to service.
- (3) Each pedicab owner shall at all times maintain a policy of liability insurance in the minimum amount of two million dollars (\$2,000,000.00) for personal injuries, and property damage arising out of permitted operations. The policy shall directly protect the City of Muskegon, its officers and employees and agents as additional named insureds, and shall provide that the insurance be primary insurance and that no other insurance purchased by the City will be called on to contribute to a loss covered by said policy. The policy shall further provide ten (10) days' notice of cancellation or material change to the City's designated agent. Each owner and operator shall further agree to hold the City harmless for any liability or claim arising out of his or her operation that is not covered by the required insurance. Any deviation from the listed insurance coverage is subject to the approval of the City of Muskegon.
- (4) If a pedicab is involved in a crash, the pedicab operator shall immediately notify the pedicab owner and the police department and remain at the scene until the crash is investigated by the police. The pedicab owner shall submit a full written report on the condition of the pedicab vehicle to the City Clerk's office within 72 hours after the occurrence. Before operating the pedicab vehicle again, the pedicab owner shall have the vehicle re-inspected by a bike mechanic.

Sec. ____.- Application For Operating Permit.

- (1) The operating permit application form shall be prescribed by the City.
- (2) Any application that does not include all information requested by the application form or is not supported by the materials required by this Chapter shall be denied.
- (3) The application form shall require the following information:
 - (a) The applicant's full name and residence address;
 - (b) The applicant's date of birth;

- (c) The applicant's Michigan driver's license number;
 - (d) the routes of all pedicabs, which may be approved or rejected, in whole or in part, by the City Manager; and
 - (e) Such other information as the City may require.
- (4) The applicant shall provide the following material to complete the application;
 - (a) Valid Michigan driver's license;
 - (b) Two recent color passport-sized photographs;
 - (c) Such other material as the City may require.

Sec. ____ - Pedicab Identification Number and Decal.

- (1) It is unlawful for any owner to lease, rent or allow a pedicab to be operated for hire without first having obtained a decal issued by the City. The decal shall be affixed on the lower left rear side of the pedicab.

Sec. ____ - Fees.

The annual license fee shall be \$100.

Sec. _____. – Grounds For Denial, Suspension or Revocation of License.

Any license issued under this Chapter shall be subject to suspension or revocation by the City Clerk for violation of, or for committing, causing or permitting another to commit or cause a violation of any provision of federal or state law or this Code or for any grounds that would warrant the denial of such licenses in the first instance. Pedicab owners shall be jointly and severally responsible with the pedicab operators for any violation or any provision of federal or state law or this Code.

Prior to revocation of any license issued under this Chapter, the licensee shall be intitled to a hearing as provided for in Section 50-43 and 50-44 of this Code.

Sec. ____ - Preliminary Breath Test.

A peace officer who has reasonable cause to believe that a person is or was operating a pedicab upon a public highway or other place open to the public or generally accessible to a pedicab, including an area designated for the parking of vehicles, and that the person by the consumption of alcoholic liquor may have affected his or her ability to operate a pedicab may require the person to submit to a preliminary chemical breath analysis. A pedicab operator who refuses to take or fails to properly take a preliminary chemical breath analysis as required by this Section is a violation of this Code. In this instance, the pedicab operator will cease operations and coordinate with the pedicab company owner to retrieve the vehicle or replace the operator.

Sec. ____ - Penalty. (Need to decide which)

A violation of any provision of this Chapter shall constitute a Municipal Civil Infraction, which upon an admission or finding of responsibility shall carry a minimum fine of \$100.00, which shall increase to \$250.00 after the first 14 days after the date of the violation, and to \$500.00 after 21 days after the date of the violation.

2. This Ordinance is to become effective ten (10) days after adoption.

Ayes:

Nays:

First Reading:

Second Reading:

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 _____, 2021, at which meeting a quorum was present and remained throughout, and 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.

Date: _____, 2021

Ann Marie Meisch, MMC
City Clerk

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 _____, 2021, the City Commission of the City of Muskegon 3a adopted Chapter 58, Article I, Section 58-1 of the Muskegon City Code, summarized as follows:

1. TO BE COMPLETED IN THE FUTURE

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.

Published: _____, 2021 CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. ____

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter 58 Article I of the Code of Ordinances of the City of Muskegon, Michigan, Section 58-1 is amended to read as follows:

Sec. 58-1 Consumption or possession of alcoholic liquors in parks and playgrounds.

- (a) Except within premises licensed pursuant to state law, the Greater Muskegon Jaycee's Launch Ramp, Grand Trunk Launch, Hartshorn Marina, Fisherman's Landing, or so long as the alcohol stays within 2 feet of the pedicab while participating in a pedicab as licensed pursuant to Section ____, no person shall consume any alcoholic liquor or have in his possession an open receptacle containing any alcoholic liquor in any park or playground owned, operated or supervised by the city.
- (b) Any person who violates any provision of this section shall be responsible for a municipal civil infraction.

2. This Ordinance is to become effective ten (10) days after adoption.

Ayes:

Nays:

First Reading:

Second Reading:

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 _____, 2021, at which meeting a quorum was present and remained throughout, and 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.

Date: _____, 2021

Ann Marie Meisch, MMC
City Clerk

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 _____, 2021, the City Commission of the City of Muskegon 3a adopted Chapter 58, Article I, Section 58-1 of the Muskegon City Code, summarized as follows:

1. TO BE COMPLETED IN THE FUTURE

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.

Published: _____, 2021

CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: August 24, 2021	Title: Request for Proposal Approval for YEP
Submitted By: Oneata Bailey	Department: Community and Neighborhood Services
Brief Summary: Community and Neighborhood Services is requesting permission to grant funds of \$20,000 to Community enCompass for their YEP Project which provides youth with work and educational experience.	
Detailed Summary: This item was brought before the City Commission on June 8, 2021. The Community and Neighborhood Services Department allowed organizations to request funds from their Community Development Block Grant for various eligible programs. Bethany Housing Ministries dba Community enCompass applied for funds for their <i>Youth Empowerment Project</i> (YEP) for work and educational experiences throughout the year. Commissioner Ramsey is employed by Community EnCompass and did disclose a Conflict of Interest, as required by HUD Guidelines. The Conflict Statement was posted on the city's website and the city's Facebook page and the conflict was stated in the minutes. However, HUD requires that the nature of the conflict also be disclosed on the agenda, in the minutes, and that there be discussion at the meeting regarding the conflict. Because the Conflict of Interest was not disclosed to the HUD specified guidelines, this item is being brought back before the City Commission for consideration. For our August 24, 2021 meeting, the Conflict of Interest Statement from Commissioner Michael Ramsey was posted on the City's website and a link to the Conflict Statement was posted to the City's Facebook page on August 17, 2021. Commissioner Ramsey is employed by Community enCompass and has disclosed a conflict of interest which arises because Michael Ramsey is either in a decision-making position or in a position to gain inside information and the conflict must be disclosed when there is a financial benefit. Commissioner Ramsey will recuse himself from voting on this item due to the stated conflict. This item must receive six affirmative votes to pass.	
Amount Requested: \$ 20,000.00	Amount Budgeted: \$ 20,000.00
Fund(s) or Account(s): CDBG	Fund(s) or Account(s): 2019
Recommended Motion: To approve the Agreements with Bethany Housing Ministries dba Community enCompass.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐	

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICERS
CERTIFICATION
RESPONDENT IDENTIFICATION**

Bethany Housing Ministries dba Community enCompass
Full Legal Name of Agency

231-728-3117
Telephone Number

1105 Terrace, Muskegon, MI 49442
Legal Mailing Address of Agency

1143931330
DUNS #

Youth Empowerment Project
Project Title

Virginia Taylor
Contact Person

Bethany Housing Director
Title

231-728-3117
Telephone

virginia@communityencompass.org
E-mail Address of Contact

4/6/2021
Submission Date

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICERS
PROGRAM SUMMARY**

1. Service Mix: Indicate the mix or type of services to be provided.

Year Round Youth Program

2. Total Project Costs:

CDBG Funds	\$ <u>20,000</u>
Other Funds	\$ <u>81,833</u>
Total Funds	\$ <u>101,833</u>

3. Funding Sources: List below other funding sources and amounts of funds for this project.

CCHD	\$7,000
Gerber Foundation	\$5,000
Looking Out Foundation	\$3,000
Barnabas Foundation	\$5,000
Nelson Neighborhood Assoc	\$2,500
Lawncare Contract City	\$16,000
Contributions	\$17,233
Michigan Works in-Kind	\$19,000

4. Project Service Area: List below the geographic areas (see map) the agency intends to serve through this project. In the event this project includes capital improvements, please indicate its location on the current City area map, estimated number of persons and indicate percent of service rendered and the area denoted by numbers on map.

The project serves high school youth living in the City of Muskegon.

5. Estimate the number and percent of lower income persons served by this project. Please specify by income category and household size. Following provides income categories and household size. Income category: extremely low (0-30% AMI), very low (31-50% AMI), low (51-80% AMI), and Household size: elderly household, single household, small family 2-4, large family 5 or more. If this question is not applicable to your organization/agency please specify. (see attached income guidelines)

100% of High School and Elementary Students served by the project are very low income (71 Students total) The Household sizes vary from small to large families.

6. Please provide your agency's most recent annual budget and audit if applicable.

Attached

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
PROGRAM NARRATIVE**

General Instructions: Please respond to the following questions about the agency's program design. (Limit the narrative to three typewritten pages plus attachments).

1. Describe how the proposed project will meet the needs of Muskegon residents without duplicating services.

The students who participate in the YEP program are primarily African American youth living in poverty in downtown Muskegon. This past year has been extremely hard for many of them, given the elimination of so much that has been normal to their daily lives and structure. While the YEPs had to move their weekly meetings to a virtual platform, one of the things that remained consistent for the YEPs in 2020 was the Summer Work Experience which employed 19 youth in outdoor activities in the core city neighborhoods, allowing for safe, socially distant work environments where youth were able to earn some money, learn new skills, and participate in the building (and rebuilding of their neighborhoods).

A good job is the foundation of economic security and a social influencer of health. With poverty rates exceeding 15 percent in Muskegon, ensuring youth have access to early work experiences should be a priority. A disproportionate number of African American youth are living in poverty in our core city neighborhoods and lack the opportunities provided to their white counterparts in more affluent neighborhoods. The Department of Labor reports that more than two-thirds of younger workers are white youth from higher-income households, and that 41 percent of white youth who want to work find employment compared to 24 percent of youth of color. While low-income youth of all racial and ethnic groups are less likely to be employed low-income white youth were 7 percent more likely to be employed than higher-income black youth. The impact of this disparity has long-term outcomes. Youth who do not have stable jobs by their early twenties are at greater risk for joblessness, permanently lower earnings, and poorer health.

On the other hand, youth with work experiences will earn an annual income 22 percent higher than their counterparts who did not work. The promise of early work experiences has higher stakes for people of color who are more likely to experience negative life outcomes due to disparities. Early work experience is a pathway to economic opportunity and mobility; expands career options, increases lifetime wages; improves academic outcomes, improves soft skills, reduces justice system involvement, improves health; and strengthens the workforce. This suggests a need to target early work opportunities toward low-income youth of color whose prospects for socioeconomic mobility are severely limited and who are at greater risk for negative, long-term outcomes. These students are impacted the most from the immediate and longer-term positive benefits of early work experiences. In addition to work experience, they need leadership development opportunities. African American youth in our neighborhoods have felt stigmatized on the basis of race, income, and age. They don't feel like they matter or that their voices are heard. They don't have the knowledge or the connections to engage in a positive way in their community and often feel disenfranchised and unconnected.

We employ a strategy that focuses on providing quality youth development in five core competencies: Working, Learning, Thriving, Connecting, and Leading. These competencies are built through weekly leadership development, summer work experience, and arts/cultural activities.

Leadership Development: YEP is not just a “safe place” for teens to be during their most vulnerable out of school hours, but a structured and purposeful program. Research on youth leadership development underscores the importance of helping youth develop the skills and competencies they need to succeed. Because youth have great potential to be great connectors and leaders in their communities, leadership development benefits the individual teen and the community they live in. Cultivating leadership skills, showcasing their talents, and empowering them to contribute positively to their community can also shift community-wide perceptions about youth and promote a culture in which they are valued, contributing members of the community. YEP meet year-round to engage in leadership development.

Early Work Experience: We employ, train, and mentor 21 YEP throughout the summer. With work experience, they learn fundamental soft skills like communication and customer service, which employers are looking for when making hiring decisions, in addition to developing marketable job skills in the following areas.

Camp Counselors Work Experiences

YEP serve as Counselors in our Summer Day Camp called C.A.T.C.H. Camp. An outdoor summer day-camp for K-6th graders, which runs 4 days a week for 8 weeks of the summer. Campers take a field trip outside of Muskegon to places such as Silver Lake Sand Dunes, Grand Rapids Children’s Museum, Camp Pendalouan, MI’s Adventure, etc. Registration for Camp happens on Father’s Day, with a big food and fun event at the neighborhood park. This event regularly engages 200 neighbors and registers over 100 kids for Camp. Due to COVID, the numbers are scaled back this summer to allow for social distancing.

Bethany Housing Construction/Rehab Work Experiences - YEP learn home construction and rehab skills in our Bethany Housing Program which produces, preserves, and protects affordable housing in downtown Muskegon neighborhoods. By providing this experience, we have an opportunity to change the mis-perception among young people that they need an expensive 4-year degree to have a lucrative career in a high demand field. Construction is also a tangible way for YEP to see the difference they can make in their neighborhood and even in their own homes.

Farming at McLaughlin Grows Work Experiences – YEP learn about urban farming, sell produce at the market, and provide leadership for the 110+ children and adults who volunteer on the farm. The agriculture industry is an important component of the West Michigan economy. Employers say there is a shrinking supply of suitable talent and entry-level candidates with the soft skills to fill positions needed in this growing industry.

Neighborhood Beautification Work Experiences - And finally YEP keep vacant lots in our neighborhood clean and mowed while learning the lawn care business. We collaborate with the Nelson Neighborhood Improvement Association and the City of Muskegon to maintain vacant lots owned by the City throughout the neighborhood. Lawn care is also an in demand job in West Michigan with above average job growth expected over the next 10 years.

Arts & Culture: YEP experience the arts and culture. Especially this past year when social distancing and the COVID epidemic forced us to rethink how we operate and build connections with one another, the Mural the YEP created with a local muralist (extending the length of the Sacred Suds building—50 feet long and 10 feet high), allowed them to express their feelings, connect with one another and the community, and create a lasting work of public art for neighbors to enjoy. Not to mention, giving our Sacred Suds Community Center a much-needed exterior makeover. This Summer YEP will have a unique opportunity to work with a world-

renowned artist, Hubert Massey, commissioned by the City of Muskegon to create a Mural on the new convention center/arena downtown in partnerships with the Community Foundation, Muskegon Heritage Museum, the James Jackson Museum of African American History. This project provides opportunity to engage youth in the two communities of our urban core, Muskegon and Muskegon Heights with neighbors and retirees from the iconic industries of Muskegon. Hubert Massey's philosophy and approach to design and implementation begins with and emphasizes engaging the community. Massey's goal is to create a work of art that reflects the story of Muskegon as told by its residents. He and the YEPs facilitated three forums and invited members of the community and representatives of local organizations and institutions to share with him their memories and experiences working in the most iconic industries of Muskegon. He listened to community members' hopes for the future of this community – and their ideas for the most expressive and appropriate image or images representing the rich history of this community. Our YEP participated in these conversations and will be collaborating with students from Muskegon Heights, who more commonly see themselves as rivals, to work together in the development of the mural. The final product will be completed in late September, and will cover an 80 ft. by 20 ft. area on the front of the Mercy Health Arena, on Western Ave. The public nature of this location as a “destination” in Muskegon County will be affirming to the YEPs, as they continue to elevate their voice in this City.

2. Describe how the proposed project will help Muskegon residents prevent, prepare for, or respond to the COVID-19 pandemic.

Youth faced many challenges because of COVID: change in routines; break in continuity of learning; break in continuity of health care, missed significant life events, and loss of security and safety. It is more important than ever to provide teens with opportunity to stay socially connected. The YEP programs response to the pandemic is to engage youth in activities that will keep them connected and provide opportunities for growth.

3. Describe the relationship of this project to the City's overall comprehensive neighborhood revitalization and community development efforts.

This project aligns with the following City Objectives: Reduction in the isolation of income group within the community by increasing diversity and vitality of neighborhoods; Youth Groups/Recreation Programs; and Economic Development.

4. Define how the proposed service and mix will be delivered. Detail the mode of service delivery i.e., months of operation, daily hours, intake system, transportation plans, outreach and referral mechanism, contingency or backup plans to assure service availability at all time, etc.

Youth are recruited and apply for the program starting in May. Youth are interviewed and accepted into the program based on the interview. They are referred from Michigan Works, other teens, parents, and schools. Youth are engaged in leadership development and Arts and Culture activities one day a week year-round. During the Summer youth are engaged in Early Work experiences Monday, Tuesday, Wednesday and Thursday for 8 weeks, beginning the second week of June through the middle of August. Transportation is provided for Leadership Development and youth are provided a bike for Summer Work Experience Transportation.

5. Provide a self-evaluation of previous experience in providing the services proposed. This evaluation should include how long the agency has been providing services, how many clients

have been served, how successful the program has been, how success was determined, what kind of follow-up plan was used and documentation of the support of local community organizations.

Community enCompass has been empowering youth for over 12 years. Each year 20-30 high school students are engaged in leadership development, work experience, and arts/culture. Our YEP Director builds relationships with the YEP and stays in touch with them when they graduate. We just hired a YEP who recently graduated from Spellman College. Our YEP director documents the success of YEP in monthly committee reports which includes engagement in leadership development, work experience, and arts/culture, graduation rates, college acceptance, and college graduation. Our YEP have attended prestigious schools like Columbia, Harvard, Spellman, Michigan State University and many more.

6. Describe the system that will be used to organize and coordinate service delivery to new applicants or returning clients seeking assistance. This case management system should include provisions for additional screening, intake processing referral linkage, case monitoring and follow-through.

Elementary students who attend CATCH Camp or who are tutored by YEP often apply to become a YEP themselves when they reach High School. Once a teen is accepted into the YEP program, they stay in the program until the graduate from High School if they continue to stay engaged. As students graduate, openings for new students are created. Students apply and are interviewed for open slots. The YEP director keeps in touch with YEP graduates.

7. Describe the staffing component necessary to provide services proposed and their qualifications. Please attach resumes for individuals responsible for carrying out the proposed program.

YEP Director, Charlotte Johnson: Ms. Johnson has been working with and for youth in the city for over a decade, working closely with Muskegon Public Schools through her work as a Parent Advocate, Volunteer Reading Program Coordinator at two elementary schools, and coordinating our summer CATCH Camp. Ms. Johnson has been working with outcomes-based programming for Community enCompass for over 11 years. She is a neighbor and knows the families of the students well. charlotte@communityencompass.org
YEP and their supervisors participating in paid work experiences through CATCH Camp, Bethany Housing Rehab/Construction and Beautification and McLaughlin Grows Urban Farm. Every year, core-city youth participate in various aspects of our Youth Empowerment Project, including college tours, professional visits to local/regional employers, and a summer work experience in their neighborhoods.

8. Are any the staff responsible for carrying out the proposed program related to any City of Muskegon Commissioner or other city official?

No

9. Describe the agency's capabilities for carrying out this project, how it fits into the agency's overall program and what resources will be used to support.

Community enCompass is a grass-roots Christian Community Development Organization that has served downtown Muskegon neighborhoods for over 25 years. Community enCompass' mission is to empower people and build community in the Downtown neighborhoods by sharing

God's love, as we walk alongside neighbors, seeking justice and a better quality of life for all through long-term, sustainable changes.

Community enCompass envisions a restored neighborhood, in which all neighbors have identified and have opportunity to use their God-given gifts towards the building and strengthening of their community. We envision a neighborhood where all the assets of our community—the gifts of the residents, of the associations, and of the institutions—are fully utilized, so that our neighborhood becomes more of a picture—or preview! —of heaven.

Through a wide range of resident-driven programs, we effect positive, sustainable change by empowering individuals to improve the well-being of our community in three core areas:

Housing, Youth, and Food.

HOUSING - Stable housing is fundamental to a persons' ability to be and achieve their best, as well as an indication of neighborhood stability. Since 1995 we have been dedicated to producing and preserving affordable, quality housing, protecting vulnerable neighbors from social exclusion or displacement, and eradicating homelessness in Muskegon.

YOUTH – Youth discover who they are in our Youth Empowerment Program (YEP) – YEP Provides a space for teens to improve their self-esteem and discover their talent while they develop skills in the areas of working, learning, thriving, connecting, and leading. Empowering youth to become leaders now, while forever changing their futures, as they become pillars of society.

FOOD - Growing Food, Growing Community, Growing Neighbors is our priority as we increase access to locally grown, fresh produce for core-city Muskegon and provide education on healthy eating while also integrating community and healthcare resources to improve the health of neighbors who are living with or at risk for chronic diseases.

The YEP program is supported by multiple foundations and individual donors. Last year, because of COVID, there was a decrease in foundation support for the program.

10. Describe the agency's project evaluation plan and outcomes. Indicate what will be measured or assessed and how this evaluation will be used to determine whether the project is meeting its goals.

The purpose of the project is to use leadership development, mentor-supported work experience opportunities, and arts & cultural activities as a delivery system for improving the lives of low-income youth in downtown Muskegon.

21 High School Youth are provided the opportunity of paid work experience

21 High School Youth become leaders who are civically engaged in their neighborhood

21 High School Youth are engaged with the Massey Mural Project in Muskegon

50 Elementary Students attend 6 week Summer Day Camp with YEP (high school youth) Camp Counselors

Leadership Development Results: YEP who are engaged in leadership development and our community will benefit in the following ways: build social skills, communication skills, and connections across race, class, and age groups; youth learn skills to minimize stressors they may face; youth feel empowered when they become a valued, contributing member of the community; youth experience an increased sense of pride; youth feel they are understood, appreciated, and connected to the adults in their lives when they are affirmed; youth are more engaged in the community when they understand they now have a voice; youth have more awareness of the communities strengths; and negative perceptions about youth in our community are shifted.

Work Experience Results: Research shows that effective youth work experience programs have demonstrated positive effects on long-term outcomes with increased average earnings. Summer work experience decreases criminal justice involvement, youth mortality, and improves school attendance and graduation rates. Effective summer youth work experience programs, like YEP, are key to combating the inequities experienced by youth of color by reducing disparities to

accessing and benefiting from important work opportunities that expand their professional networks, contribute to the development of critical soft skills such as communication, responsibility, academic and career motivation, and work readiness.

Arts and Culture Results: Arts and Culture build stronger connections with their community and enhances their identity within their neighborhood. The Massey Mural project will create a greater shared understanding of our community and its history as teens create relationships with other teens and adults across artificial neighborhood boundaries. Additionally, this project will take them out of Muskegon as they will take a field trip to Massey's studio in Detroit where they will see the Massey's process and methods and have a hand in what he is creating. YEPS will also have an amazing opportunity to be involved in the installation of the work at the Arena.

11. Provide a plan for coordinating services with other agencies. Document any commitments in writing.

In previous years, YEP has coordinated with other agencies in the past, but with COVID there are no plans to coordinate with other agencies this year.

12. Describe the agency's capability in assuring that the proposed program will benefit low to moderate-income clients.

The program operates in a low-income neighborhood and serves students from low-income families. Students income eligibility will be documented during the application process.

13. Describe the functions of the agency's Board of Directors and how it was involved in the development and submission of this proposal.

The Board of Directors meets monthly to set the vision and direction of the organization. They get monthly reports on grant applications and awards. They signed the application exhibits.

14. Please address the following questions in your narrative:

- a. How many persons were served by your agency last year:

Over 9,000

- b. Was the proposed service/project provided previously by your agency? If so, how was it funded?

Yes, The project is funded by grants and private donations. Because of COVID, many of the foundations we normally solicit support from did not issue request for proposals or fund programs that were not directly related to COVID.

- c. Does your agency/organization have a fee schedule for this particular service/project? Please provide.

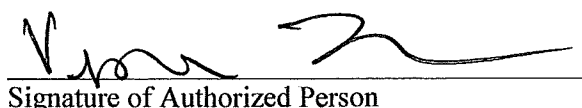
There is no charge for YEP to participate in the project.

DOCUMENTATION

1. Authorized Signatures – Submit an executed copy of Exhibit I certifying those officers or employees of the agency having the authority to carry out the performance contemplated by a contract and which designates the person or persons who execute the contract on behalf of the organization and legally bind the organization to the terms of the contract.
2. Accounting System – Submit an executed copy of Exhibit II certifying the adequacy of the agency's accounting system.
3. Security Policy – Submit an executed copy of Exhibit 3 certifying the confidentiality and retention of records.
4. Section 501(C) (3) – Submit evidence that the agency is in compliance. Attach a copy of the agency's certification.
5. Licensing – Submit certification that the agency and its employees comply with all local, state and federal licensing requirements for project services provided.
6. Personnel – Submit a copy of your employment profile including total employees, male, female and minority employees both male and female plus positions held.
7. Financial Audit – Submit the agency's most recent financial audit.
8. Board of Directors – Submit a roster of all members of the agency's Board of Directors: include their addresses and telephone numbers.

I hereby certify all information and documentation submitted as part of this proposal to be correct and true to the best of my knowledge.

Virginia Taylor

A handwritten signature in black ink, appearing to read 'Virginia Taylor', is written over a horizontal line.

Signature of Authorized Person

4/6/2021

Date

EXHIBIT I

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
AUTHORIZED SIGNATURES**

The following officers or employees are duly authorized by the Board of Directors of Community enCompass to carry out the performance contemplated by a contract with the City of Muskegon and can execute a contract on behalf of Community enCompass.

<u>Name</u>	<u>Title</u>
<u>Kimi George</u>	<u>Executive Director</u>
<u>Virginia Taylor</u>	<u>Bethany Housing Director</u>
<u>Todd Olson</u>	<u>Operations Director</u>
<u>Bill Uetricht</u>	<u>Board Co-Chair</u>
<u>Tara Foreman</u>	<u>Board Co-Chair</u>

Tara Foreman

Signature of Chair of Board of Directors

4-5-21

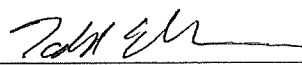
Date

EXHIBIT II

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
ACCOUNTING SYSTEM**

I am the chief financial officer of Community enCompass, and in this capacity I will be responsible for providing financial services adequate to ensure the establishment and maintenance of an accounting system for this agency. The accounting system and internal control procedures will be adequate to safeguard the assets of this agency, check the accuracy and reliability of accounting data, promote operating efficiency and assure compliance with prescribed management policies of the agency and the City of Muskegon.

Todd Olson



Signature of Financial Officer

4/6/21

Date

EXHIBIT III

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
SECURITY POLICY**

In keeping with the general conditions of the prime grant agreement between the City of Muskegon and the U.S. Department of Housing and Urban Development, all records, reports, etc., must be kept confidential and retained for a period of three years after the end of the contract. Because of these requirements, it is necessary for the subcontractor to maintain all data in a safe and secure place.

The undersigned certifies that Community enCompass shall have in place a mechanism for keeping records, reports and all data related to this project confidential and in a safe and secure place.

Lana Foreman

Signature of Chair of Board of Directors

4-5-21

Date

Internal Revenue Service

TO Gen. *Plemley*
Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 8, 2002

Bethany Housing Ministries, Inc.
% Gary Post
1105 Terrace St
Muskegon, MI 49442-3446

Person to Contact:
Ms. K. Hilson 31-07340
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
38-3279226

Dear Sir:

This letter is in response to your telephone call March 8, requesting a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in March 1997 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL

REGISTRATION #:
29745



DANA NESSEL
ATTORNEY GENERAL

EXPIRATION DATE:
7/31/2021

Bethany Housing Ministries Inc
1105 Terrace
Muskegon, MI 49442

This is your current
CHARITABLE SOLICITATION REGISTRATION

Bethany Housing Ministries, Inc.

- The renewal form for this registration is due 30 days prior to above expiration date. The Renewal Solicitation Form is available on the Attorney General Charitable Trust's website www.mi.gov/charity.
- **Extension** may be requested if renewal cannot be submitted timely. A request must be received on or before the expiration date via **Email** and **must** include registration number in subject line. Notification will **not** be sent. If granted, a new expiration date will appear on our searchable database www.mi.gov/charitysearch.
- **Throughout the year**, notify us within 30 days of changes in the following:
 - Address, or your name and any other names used
 - Board of directors or resident agent
 - Any information that appears on your organization report on our searchable database at www.mi.gov/charitysearch.
 - Ceasing operations or merging with another organization
- Submit any **contracts** you enter into with professional fundraisers within 10 days of execution. Charities must verify the licensure of their professional fundraisers. Licensure can be verified at www.mi.gov/charitysearch.
- The Attorney General Registration number listed above must be referenced on all documents.

Charitable Trust Section
P.O. Box 30214
Lansing, MI 48909

Phone: 517-335-7571
Fax: 517-241-7074
Email: ct_email@mi.gov
Website: www.mi.gov/charity

Community enCompass Employee Status List

Name	Position	FTE	Gender	Race	Program
	Executive Director	40	F	White	Admin
Todd Olsen	Director of Operations	40	M	White	Admin
Kimi George	Rehab CD Catalyst	40	F	Asian	Admin/BH
Virginia Taylor	Bethany Housing Director	40	F	White	Admin/BH
Kiara Scott	PSH Coordinator/FSL	40	F	Black	BH/PSH
Charlotte Johnson	YEP Director	40	F	Black	YEP/HS
Michael Ramsey	Homeless Services Director	40	M	Hispanic	HS
Cherrelle Hughey	ESG Lead	40	F	Black	HS
Charlotte (CJ) Johnson	CERA Lead	40	F	White	HS
Anetria Brown	CERA Multi-Site Coord	40	F	Black	HS
Dawanda Greene	HRS	40	F	Black	HS
Edward Guerrero	HRS	40	M	Hispanic	HS
Dominique Smith	HRS	40	F	Black	HS
Lakeisha Handcock	HRS	40	F	Black	HS
Aaron Pulsifer	HRS	40	M	Black	HS
Carl Ferguson	HRS	40	M	Black	HS
Mary Wright	Clerical	40	F	Black	HS
Alex Brower	HMIS Lead	40	M	White	HS
Susan Williams	AmeriCorps	40	F	Black	HS
	AmeriCorps	20			HS
	AmeriCorps	20			HS
Steve Keglovitz	MCAH AmeriCorps VISTA	40	M	Hispanic	HS
Shari Resnick	Receptionist	40	F	White	HS
Chelsea Buchanan	CERA	40	F	White	HS
Stanley Shank	CERA	40	M	White	HS
Deana Washburn	CERA	40	F	White	HS
Anna Riegler	CERA	40	F	White	HS
Kevin	CERA	40	M	Hispanic	HS
Ericka Wickliffe	CHW	40	F	Black	HS
Laresa Burt	CHW	40	F	Black	HS
Zosia Mackay	Communications Coord	30	F	Black	Admin
Niyata Brown	PSH Family Support Liaison	40	F	Black	PSH
	Bethany Rehab	40			BH
Dana Gannon	MPFH Coordinator	40	F	White	Food/Farm
Tristan Shultz	McGrows Farm Manager	40	M	White	Farm
Al	McGrows Farm Hands	40	M	Hispanic	Farm

Supervisors/Senior Leadership Team

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
BUDGET
 (Attach detailed breakdown of project expenses)

PROJECT TITLE: YEP		PROGRAM YEAR: 2021	
SUBCONTRACTOR: Community enCompass		DATE: April 6, 2021	
CONTRACT PERIOD: June 2021 – May 2022			
ACCOUNT	CDBG SHARE	OTHER FUNDS	TOTAL PROJECT AMT
Staff	\$20,000	\$11,716	\$31,716
Programming	0	\$31,617	\$31,617
Youth Work Stipends	0	\$32,500	\$32,500
Lawn Care Expenses	0	\$6,000	\$6,000
Total	\$20,000	\$81,833	\$101,833

Youth Empowerment Project (YEP)							
Income				Budget 2021	Comments		
Grants							
CCHD grant Diocese of GR				\$7,000.00			
Gerber Foundation				\$5,000.00			
Lookout Foundation - mural				\$3,000.00	Stipends for kids working on Massey Mural		
Trinity University/Barnabas Foundation				\$5,000.00			
NNIA				\$2,500	committed		
CDBG				\$20,000			
Contributions/Fundraisers				\$17,233.00			
Donor advised gift: Work based learning							
Donor Advised: Videography							
Christmas store				\$4,500.00			
Contracts: City of Muskegon (Lawn Care)				\$16,000.00			
Reimbursement (HBCU tour)							
In-Kind							
WMWorks! (17) Work Experience Stipends				\$19,000.00			
BC Teen Room				\$2,600.00			
Total Income				101,833			
Expenses							
Staff							
YEP Director				\$17,680.00			
Payroll expenses				\$3,536			
YEP Assistant				-			
Programs							
Field trips/college tours				10,000.00			
After School Center				150.00			
Leadership Development				7,500.00			
C.A.T.C.H. Camp				4,000.00			
Christmas store				4,500.00			
Fractal build				-			
Mural							
Videography							
Use of BC Teen Room				\$2,600			
Stipends							
Work Experience Awards				11,000.00			
WMWorks!				19,000.00			
Mural Stipends				2,500.00			
Lawn Care							
Lawn care Supervisor				10,500.00			
Equipment/Repair				5,000.00			
Supplies				1,000.00			
Crew wages (included in work experience awards above)							
Fundraising (soul food, camel race)							
Fundraiser expenses				767.00			
Transportation							
YEP Director gas usage				600.00			
Bethany van usage				1,500.00			
Bethany teen room buildout							
Total Expenses				101,833.00			
Net				0.00			

Board of Directors for Community enCompass 2020

Bill Uetricht **Co-Chair** 685 Curve Crest Drive, Muskegon 49445
Pastor, 1st Lutheran Church

***Tara Foreman** **Co-Chair** 164 Washington, Muskegon, MI 49441
Pastor, Bethany Christian Reformed Church, Neighbor

***Bob Garretson** **Treasurer** Jefferson St. Muskegon, MI 49441
Financial Advisory, Waddell and Reed, Neighbor

*** Stephanie Marion** **Secretary** 1753 Madison St, Muskegon, MI 49442
Business Owner, Solutions Unlimited Day Care Center, Neighbor

***Heidi Systema** 1604 Jefferson Street, Muskegon, MI 49441
Community Foundation for Muskegon County, Neighbor

***Barb Klingenmaier** 148 Campus, Muskegon 49441
Retired CPS Director, Neighbor

*** Alexis Dye** 1220 4th Street, Muskegon, 49442
Hackley Community Care Center, Neighbor

Jameson Goorman Spring Lake, MI 49457
Engineer, Cascade Engineering

***Holly Alway** Merrill Street, MI 49442
Injury Prevention Coordinator, Mercy Health, Neighbor

Chuck Fritz 1530 Bayview, Muskegon 49441
Retired, Substitute Teacher for MPS

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

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

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

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

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

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

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

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

Finance
(231)724-6133
FAX (231)726-2325

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

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

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

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

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

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

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

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

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

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

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



August 13, 2021

Mayor Stephen Gawron
Muskegon City Hall
933 Terrace Street
Muskegon, MI 49440

Re: Conflict of Interest: Community enCompass

Dear Mayor Gawron:

The City of Muskegon is considering entering into a contract with Bethany Housing Ministries d/b/a Community enCompass ("Community enCompass"). As a City Commissioner for the City of Muskegon, the following letter is provided.

As you are aware, I am employed by Community enCompass. More specifically, I am the Director of Homeless Services, which focuses solely on providing housing services and financial assistance to individuals who are homeless or at risk of becoming homeless, which includes eviction prevention services. I oversee 25 full-time and part-time employees and a budget of approximately \$7.9 million, including the COVID Emergency Rental Assistance program.

It is my understanding that the City of Muskegon sought proposals:

- a) to provide child care services and financial assistance for children of low-income households; and
- b) to provide youth with work and educational experiences between June of 2021 and May of 2022.

Community enCompass submitted a proposal for its Youth Empowerment Project ("YEP Youth Program"). The YEP Youth program provides early work experiences for children in low to moderate income households and provides educational opportunities promoting leadership skills. Approximately 21 high school youth are involved, with an anticipated budget of approximately \$100,000, which include the \$20,000 from the City of Muskegon CDBG funds presently under consideration.

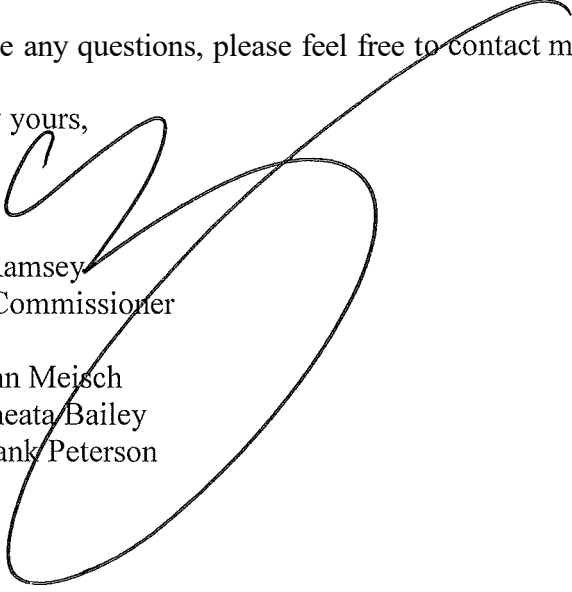
I receive no direct benefit from the City funding this program. I have no involvement in the YEP Youth Program. The programs I oversee do not receive any monies from the YEP Youth Program. My salary will not change based upon whether the City of Muskegon funds or does not fund the YEP Youth Program.

I do not foresee any indirect benefit from the City funding this program. I have no knowledge as to whether any of the money proposed for this program would go towards general operating expenses of Community enCompass. Fmiher, it would be unlikely that anyone pmiicipating in one of my programs would also benefit from the YEP Youth Program.

I have had no involvement or discussions with the city of Muskegon's staff or Community enCompass' staff, concerning this matter.

If you have any questions, please feel free to contact me.

Very truly yours,



Michael Ramsey
Ward III Commissioner

C: Ann Meisch
Oneata Bailey
Frank Peterson

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 8/27/2021	Title: Motion to Remove Rezoning of 1128 Roberts from the Table
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: At the City Commission Meeting held July 27, 2021 this item was tabled indefinitely. This item is back on the agenda for tonight and needs to be removed from the table.	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To remove the item of Rezoning at 1128 Roberts Street from the table for further consideration.	
For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

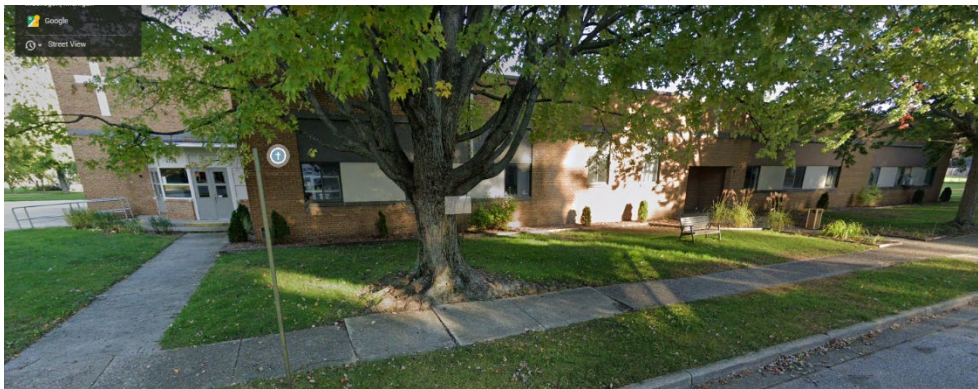
Commission Meeting Date: 7/27/21	Title: Rezoning of 1128 Roberts St
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to rezone the property at 1128 Roberts St from R-1 Single-Family Residential Low Density to MC Medical Care, by Fresh Coast Alliance.	
Detailed Summary: The Planning Commission unanimously (8-0, one absent) recommended approval of the rezoning and also unanimously approved the special use permit, contingent upon the rezoning approval by the City Commission. The case was tabled at the July 27 City Commission meeting. The Commission requested to prepare a separate agreement that would limit intensive medical zoning uses at the location. Please see the proposed Conditional Zoning Agreement below.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To (approve/deny) the request to rezone the property at 1128 Roberts St from R-1 Single-Family Residential Low Density to MC Medical Care,	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Planning Commission Excerpt

SUMMARY

1. The property is zoned R-1, Low Density Single Family Residential.
2. The lot measures 2.3 acres and has an existing building that measures 15,500 feet.
3. Please see the enclosed attachment from the applicant regarding their current and proposed uses. They are currently operating out of a portion of the building for social support and community benefit purposes related to the church. They are proposing to use the vacant land on site to develop two housing units for inpatient recovery support services.
4. A small 535 sf addition is proposed to the existing building.
5. The two proposed housing units would both measure 4,772 sf and include parking lot additions. It would also include the addition of a garage. The Muskegon County Drain Commissioner would have to approve the stormwater plan for these additions.
6. Both uses would require a rezoning to Medical Care. Any use that involves lodging of people requires a special use permit.
7. Notice was sent to applicants within 300 feet of the property. At the time of this writing, staff had received several emails (enclosed) in support of the project, however, none of them appear to be residents of the neighborhood.

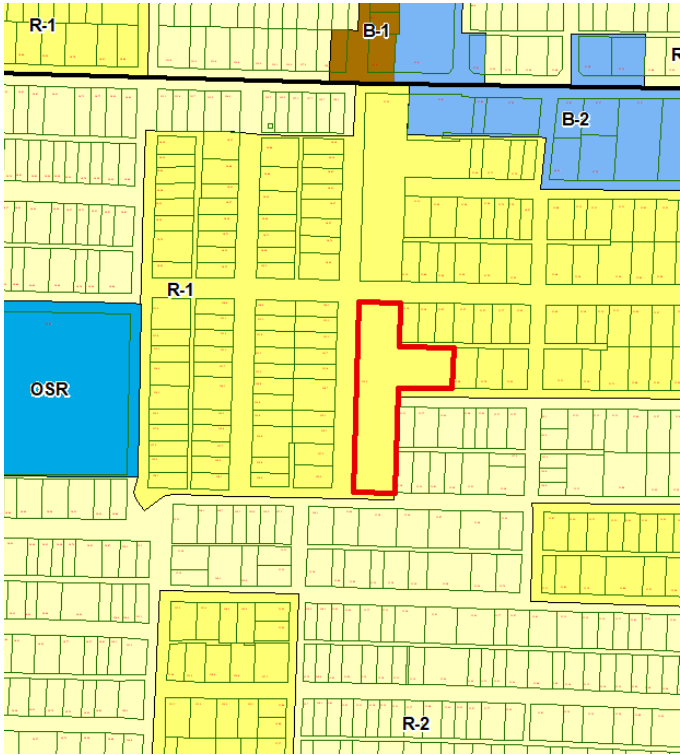
Existing building on site, north side of property



Vacant property on south side of property



Zoning Map



Aerial Map



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO.

An ordinance to amend the zoning map of the City to provide for a zone change for 1128 Roberts St from R-1, Single Family Low Density Residential to MC, Medical Care

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for 1128 Roberts St from R-1, Single Family Low Density Residential to MC, Medical Care

CITY OF MUSKEGON SEC 28 T10N R16W S 128 FT OF N 966 FT OF E 5 ACRES OF W 10 ACRES NW 1/4 NE 1/4 ALSO E 132 FT OF W 165 FT NW 1/4 NE 1/4 SD SEC EXC N 661.6 FT NW 1/4 NE 1/4 This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE (Rezoning 1128 Roberts St from R-1 to MC)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 24th day of August, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2021 _____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on August 24, 2021, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 1128 Roberts St from R-1 to MC:

CITY OF MUSKEGON SEC 28 T10N R16W S 128 FT OF N 966 FT OF E 5 ACRES OF W 10 ACRES NW 1/4 NE 1/4 ALSO E 132 FT OF W 165 FT NW 1/4 NE 1/4 SD SEC EXC N 661.6 FT NW 1/4 NE 1/4

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

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

Published _____, 2021

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

CONDITIONAL REZONING AGREEMENT

This Conditional Rezoning Agreement (the "Agreement") is made this _____ day of August, 2021 (the "Effective Date"), by and between the City of Muskegon, a Michigan Municipal Corporation, with offices at 933 Terrace Street, Muskegon, Michigan 49443 (the "City"), and Fresh Coast Alliance, Michigan non-profit corporation with offices at 1190 E. Apple Avenue, Muskegon, Michigan 49442 ("FCA").

RECITALS

WHEREAS, the City is organized and existing under and pursuant to the Michigan Home Rule Cities Act MCL 117.1 et. al. and exercising all of the powers provided for therein and pursuant to the laws of the State of Michigan.

WHEREAS, FCA is a non-profit corporation in good standing in the State of Michigan and is authorized to conduct business pursuant to the laws of the State of Michigan.

WHEREAS, FCA has entered into two purchase agreements, one agreement with Church in the City of Muskegon and the other agreement with Unlikely 3, LLC (collectively "Current Owners") to purchase 2.33 acres of real property located at 1128 Roberts, City of Muskegon, County of Muskegon, State of Michigan, which is currently zoned R-1 (as depicted and legally described in **Exhibit A** attached hereto and incorporated herein, the "Property").

WHEREAS, under and pursuant to Section 405 of the Michigan Zoning Enabling Act, 2008 PA 110, as amended (codified at MCL 125.3405 et. seq. "Zoning Act"), certain conditions voluntarily offered, including an agreement between the City and FCA, may become a condition of rezoning the Property.

WHEREAS, on or about June 23, 2021, FCA with the consent of the Current Owners submitted to the City, (1) an application ("FCA Application") to rezone the Property from Single-Family Residential Low Density ("R-1") to MC Medical Care District ("MC").

WHEREAS, on or about July 15, 2021 the City of Muskegon Planning Commission ("Planning Commission") conducted a public hearing regarding the FCA Application to rezone the Property from R-1 to MC after which the Planning Commission unanimously

recommended to the City of Muskegon City Commission ("City Commission") to rezone the Property to MC.

WHEREAS, on or about July 27, 2021 the City Commission conducted a meeting ("City Commission Meeting") which included the review and consideration of the Planning Commission's recommendation to rezone the Property from R-1 to MC.

WHEREAS, during the City Commission, FCA voluntarily offered conditions to the rezoning of the Property from R-1 to MC in accordance the Zoning Act as more fully set forth in this Agreement herein below.

WHEREAS, the conditions offered by FCA as contained in this Agreement were not required by the City, rather they were offered voluntarily by FCA.

WHEREAS, the conditions contained in this Agreement as offered by FCA have been confirmed by the City, to be compatible with the surrounding land uses and the goals of preserving the character of the area and the promoting of public safety and welfare.

WHEREAS, FCA intends to develop and use the Property inclusive of the existing building ("Existing Building") as shown in Exhibit A for a treatment and rehabilitation facility/center inclusive of substance abuse counseling/therapy, mental health counseling/therapy, indoor and outdoor recreational facilities, behavioral therapy, administrative offices, counseling services, life skill services, work training services, community and family reclamation services collectively ("Treatment Services"), specialize lodging facilities and services for persons undergoing Treatment Services ("Lodging Use"), surface parking, related accessory uses, and such uses similar to the foregoing uses (collectively the "FCA Use").

WHEREAS, on or about June 23, 2021 FCA applied to the Planning Commission for special land use approval for the Lodging Use ("Special Land Use Application").

WHEREAS, on or about July 15, 2021 the Planning Commission conducted a public hearing with regard to FCA's Special Land Use Application and following the public hearing unanimously granted special land use approval for the Lodging Use subject to conditions which included the rezoning of the Property from R-1 to MC.

WHEREAS, the City has relied on FCA's representations that it will act in conformance with the conditions set forth in this Agreement, so that the development of the Property will accomplish the above-stated goals and objectives of the City;

WHEREAS, the FCA has relied on the City's representations that it will act in conformance with the conditions set forth this Agreement, so that FCA will be able to develop, construct and occupy the Property as authorized by this Agreement;

WHEREAS, on or about August ____, 2021 the City Commission voted to rezone the Property from R-1 to MC subject to the terms and conditions contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated in this Agreement and the mutual promises hereinafter set forth, the City and FCA agree as follows:

1. **USE OF PROPERTY.** Subject to FCA obtaining (1) site plan approval as provided by applicable law and the Muskegon Zoning Ordinance ("Zoning Ordinance"), and (2) such other lawfully required and applicable permits and approvals, FCA shall be entitled to develop, occupy and use the Property in accordance with the MC zoning and as otherwise provided in the Muskegon Zoning Ordinance, ("Zoning Ordinance") including, but not limited to the FCA Use, provided however, that notwithstanding the Zoning Ordinance to the contrary, the Property shall not be developed, used and occupied with the following uses:

- Hospitals
- Animal hospitals
- Urgent care facilities.
- Medical laboratories and research facilities.
- Pharmacies.
- Medical appliance sales and servicing.
- Ambulance services and maintenance facilities.
- Parking decks.
- Mobile medical units.
- Surgical services.
- Power plants.
- Helipads, heliports and helistops.

2. **ADVISORY BOARD.** During the period that FCA occupies the Property for the FCA Use, subject to the cooperation and agreement of the Sheldon Park Neighborhood Association, FCA shall use reasonable efforts to establish and maintain an advisory board ("Advisory Board") with duly appointed representatives of the Sheldon Park Neighborhood Association for the purpose of obtaining and maintaining a forum to provide an open dialogue between FCA and the Sheldon Park Neighborhood with regard to the FCA Use.

3. **ZONING AMENDMENT DATE.** Notwithstanding anything to the contrary, the rezoning of the Property from R-1 to MC shall not take effect until such time as FCA provides written notice to the City Attorney that FCA has acquired ownership of the entire Property and taken occupancy of the Property in whole or in part ("Ownership Notice"). The Ownership Notice shall include copies of the deeds to the Property in the name of FCA. In the event that FCA does not take ownership of the entire Property and commenced occupancy of the Property in whole or in part within three hundred sixty five (365) days from the Effective Date, , this Agreement shall be deemed null and void and the rezoning from R-1 to MC shall not take effect and the Property shall remain zoned R-1.

4. **AGREEMENT CONTROLS.** To the extent any provision of this Agreement directly conflicts with the Zoning Ordinance and/or any amendment to the Zoning Ordinance or with any City code and/or other ordinance of the City, the provisions of this Agreement shall control the development, construction, use and occupancy of the Property.

5. **AGREEMENT CONSISTENT WITH POLICE POWERS.** The action of the City in entering into this Agreement is consistent with land use and police power objectives of the City.

6. **DEFAULT.** In the event that FCA or the City is in default/breach of this Agreement, and such default/breach is not cured within thirty (30) days of written notice of such default/breach, or the cure has not commenced within 30 days of such written notice of default/breach where the cure cannot be achieved in said 30 days, the non-defaulting party shall have the right to seek and obtain such remedies as provided by law and/or equity (in a court of proper jurisdiction in the State of Michigan), including, but not limited to any and all damages arising from and related to the default/breach and/or specific performance/injunctive relief as the non-defaulting party shall be deemed to have suffered irreparable harm arising from said default/breach.

7. **DURATION.** The approval of the MC rezoning and this Agreement shall be binding upon and inure to the benefit of FCA and the City, and also their respective grantees, vendees, trustees, heirs, tenants, successors, assignees, receivers and transferees. FCA is deemed to have vested rights to develop the Property pursuant to this Agreement and any rezoning of the Property by the City prior to construction on the Property shall not terminate Developer's vested right to develop, construct and use the Property as authorized by this Agreement. Provided that all development and use of the Property is in compliance with this Agreement, a use and development hereby authorized may continue indefinitely and shall be deemed lawfully conforming with the Zoning Ordinance and any amendment to the Zoning Ordinance. This Agreement shall not preclude the City from lawfully rezoning the Property provided that all uses and development on the Property pursuant to this Agreement shall be deemed lawfully conforming to any zoning amendment to the Zoning Ordinance. The terms of this Agreement shall not be deemed to prevent the Developer and/or its successors, grantees, transferees and assigns from developing, reconstructing, redeveloping and occupying the Property for such other uses, and buildings as are permitted and authorized in accordance with applicable law including the Zoning Ordinance.

8. **ENTIRE AGREEMENT.** This Agreement, the exhibits attached hereto, if any, and the instruments which are to be executed in accordance with the requirements hereof set forth all the covenants, agreements, stipulations, promises, conditions, and understandings between the City and FCA concerning the Property as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between them other than as set forth herein.

9. **RELATIONSHIP OF THE PARTIES.** The relationship of the City and FCA shall be defined solely by the expressed terms of this Agreement, including the

implementing documents described or contemplated herein, and neither the cooperation of the parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the City and FCA, nor shall any party or their agent be deemed to be the agent or employee of any other party to this Agreement.

10. **MODIFICATION.** This Agreement may only be modified or amended by a written instrument expressly duly and lawfully approved and executed by the City and FCA.

11. **MICHIGAN LAW TO CONTROL.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan law.

12. **DUE AUTHORIZATION.** The City and FCA each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of the City, its City Commission, and all other governmental agencies whose approval may be required as a precondition to the effectiveness hereof, and as to FCA, by the appropriate officers of the corporation, and that the persons who have executed this Agreement below have been duly authorized to do so.

13. **NO PERSONAL LIABILITY.** The obligations hereunder of the City and FCA shall constitute solely the obligations of the respective entities to be satisfied solely from their respective assets, and no officer, City Commissioner, Mayor, agent, employee, or partner of any of said entities shall have any personal obligation, responsibility, or liability for the performance of the terms of this Agreement.

14. **AGREEMENT TO RUN WITH THE LAND; RECORDING.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns and transferees, and shall run with the Property. This Agreement shall be recorded by FCA at its expense with the office of the Muskegon County Register of Deeds and a copy provided to the City.

15. **COUNTERPARTS.** This Agreement may be signed in counterparts and pages containing original signatures shall be attached to the Agreement with photocopies and scanned signatures of the Developer and City hereto, shall be deemed duplicate signatures.

16. **NOTICE.** Notices required by this Agreement shall be sent by either certified mail return receipt requested or by a nationally recognized overnight delivery company. Notice to the City shall be sent to City Manager, City of Muskegon at the address and by e-mail to Frank.Peterson@shorelinecity.com and notice to FCA shall be sent to Joseph Whalen, Fresh Coast Alliance at the address written above and by e-mail to joew@freshcoastalliance.org.

SIGNATURES TO THE AGREEMENT ARE ON THE FOLLOWING TWO PAGES

SIGNATURE PAGES TO CONDITIONAL REZONING AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Conditional Rezoning Agreement on the date first set forth above.

City of Muskegon

By: _____

Stephen J. Gawron

Its: Mayor

And:

By: _____

Ann Meisch

Its: Clerk

State of Michigan)
) ss
County of Muskegon)

On this _____ day of _____, 2021, before me personally appeared Stephen J. Gawron, Mayor of the City of Muskegon, and Ann Meisch, Clerk of the City of Muskegon, to me known to be the persons described in and who executed the foregoing Agreement and acknowledged before me that they executed the same as their free act and deed.

Printed Name: _____

Notary Public; _____ County, MI

Acting in Muskegon County, Michigan

My Commission expires: _____

Fresh Coast Alliance

By: _____
Joseph Whalen
Its: Executive Director

State of Michigan)
) ss
County of Muskegon)

On this ____ day of _____, 2021, before me personally appeared Joseph Whalen, Executive Director on behalf of Fresh Coast Alliance, to me known to be the person described in and who executed the foregoing Agreement and acknowledged before me that he executed the same as his free act and deed.

Printed Name: _____
Notary Public; _____ County, MI
Acting in Muskegon County, Michigan
My Commission expires: _____

**Jointly Drafted By Fresh Coast Alliance
and the City of Muskegon
and after recording return to:**

Timothy A. Stoeper
Dickinson Wright PLLC
200 Ottawa Avenue NW, Ste.1000
Grand Rapids, MI 49503

Exhibit A

Legal Description of Property

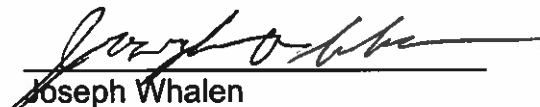
The South 128 feet of the North 966 feet of the East 5 acres of the West 10 acres of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan. Also the East 132 feet of the West 165 feet of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section, except the South 190 feet thereof. Also except the North 661.6 feet of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section.

and

The South 190 feet of the East 132 feet of the West 165 feet of the Northwest $\frac{1}{4}$ of the Southeast of Section 28, City of Muskegon, County of Muskegon, State of Michigan

4811-5216-5110 v1 [91972-1]

Fresh Coast Alliance

By: 
Joseph Whalen
Its: Executive Director

State of Michigan)
) ss
County of Muskegon)

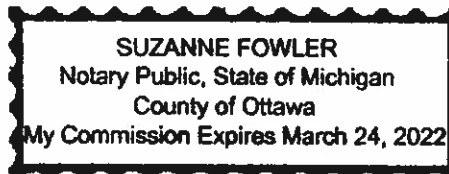
On this 16th day of August, 2021, before me personally appeared Joseph Whalen, Executive Director on behalf of Fresh Coast Alliance, to me known to be the person described in and who executed the foregoing Agreement and acknowledged before me that he executed the same as his free act and deed.

Suzanne Fowler
Printed _____ Name: _____

Notary Public; Ottawa County, MI
Acting in Muskegon County, Michigan
My Commission expires: 3/24/22

**Jointly Drafted By Fresh Coast Alliance
and the City of Muskegon
and after recording return to:**

Timothy A. Stoepker
Dickinson Wright PLLC
200 Ottawa Avenue NW, Ste.1000
Grand Rapids, MI 49503



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 8/24/2021	Title: Gift Card Committee Update
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: The Committee has not met in several months, but staff have been working on the strategy last agreed upon and have some updates to share.	
Detailed Summary: The committee last met before the most recent surge of Covid-19, and agreed that it was not the appropriate time to inquire about any restaurants refunding any gift card purchases, though this remains an option going forward. We have been working with several private sector partners that are supportive of the program in an effort to “sponsor” a percentage of the total gift card value, effectively buying them and not using them. This would allow the City to sell the remaining cards to the public at a reduced rate, passing on that sponsorship to people who would use the gift cards. We would release these sales in several phases over the coming months/years, so as not to flood the market with comped business for the restaurants. We also propose continuing to allow staff to use them as cost offsets for the city, such as buying meals for election worker training and other functions where the organization provides meals. At this time, we are working on getting signatures on a letter of intent from donors towards the sponsorship program.	
Amount Requested: \$0	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: N/A	
For City Clerk Use Only: Commission Action:	