City of Muskegon
City Commission Meeting
Agenda

August 22, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

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

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

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

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Pages

1. **Call To Order**
2. **Prayer**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Honors, Awards, and Presentations**
   - 5.a **Two Residents Honored for Life Saving Measures**
6. **Public Comment on Agenda Items**
7. **Consent Agenda**
   - 7.a **Approval of Minutes - City Clerk** 1

10.c Assistance to Firefighters Grant - Public Safety

11. Any Other Business

12. Public Comment on Non-Agenda items

13. Closed Session

14. Adjournment

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the August 2, 2023 Special Worksession Meeting and the August 7, 2023 Worksession/General Session Meeting.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the minutes.	
Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.* Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting Yes ☐ No ☐
For City Clerk Use Only: Commission Action:	

City of Muskegon

Special Commission Meeting

Re: ARPA Community Grant Program

Minutes

August 2, 2023, 1:00 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

Present:	Mayor Ken Johnson Commissioner Rachel Gorman Commissioner Rebecca St.Clair Commissioner Eric Hood Vice Mayor Willie German, Jr. Commissioner Michael Ramsey Commissioner Teresa Emory
Staff Present:	City Manager Jonathan Seyferth City Clerk Ann Meisch City Attorney John Schrier Director of Government Relations Peter Wills Community Engagement Manager Deborah Sweet

2023-85

1. Call to Order

Mayor Johnson called the Special Meeting of the City Commission to order at 1:05 p.m.

2. New Business

2.a <u>City ARPA Community Grant Proposals</u>

To review and consider eligible grant proposals, as presented by the ARPA Community Grant Review Committee.

2/14: City Commission authorized $1.6M from the City's remaining allocation of American Rescue Plan Act (ARPA) federal stimulus funds for the creation of a city-sponsored ARPA Community Grant program. Eligible applicants included non-profit organizations, small businesses and each neighborhood association in the city. Grant requested amounts in the range of $25,000 - $250,000.

3/1 - 3/31: Grant application period; 60 applications received.

April / May: Review of applications and established ARPA Community Grant Review Committee.

- (6) members: Lawrence Baker (Ward 1), Leon Howard (Ward 2), Jennifer Sanocki (Ward 3), Nina Leask (Ward 4), Jonathan Seyferth (City Manager), and Sharonda Carson (Director, Community and Neighborhood Services). Two additional representative(s) were included, as advisors to the committee, from local Community Based Organizations.

June: Review Committee held four public meetings at City Hall on 6/5, 6/7, 6/22 and 6/29.

Applications were to be consistent with the City Commission's 2022-2027 Long Term Goals. https://muskegon-mi.gov/cresources/ARP-001-Grant-Application-Program-Guidelines.2.16.pdf

The Committee used a multi-step process to review and evaluate all applications. The committee referred to the following questions, as part of the evaluation criteria, on which to base their selected scores. Projects were ranked by the cumulative average of each members scores.

- Is the project description and budget clear and well-defined?
- Does the project include a capital expenditure?
- Does the project provide a description of structure and objectives of the assistance program(s), including public health or negative economic impacts experienced?
- Does the project identify service outcomes for residents disproportionately impacted by the COVID-19 pandemic (e.g., communities of color, people with disabilities, low-to-moderate income residents or elders)
- Brief description of recipient's approach to ensuring that the response is reasonable and proportional to a public health or negative economic impact of COVID-19?
- What is the project's sustainability (e.g., one-time v. recurring cost)?

- Is the project capable of being completed within the ARPA timeline requirements services?
- Has applicant previously partnered with or assisted other community organizations to provide needed services?
- Is the project aligned with Commission's 2022-2027 Long Term Goals?

The Committee recommends (22) project proposals for the Commission's consideration -

  - (4) neighborhood associations, (5) small businesses and (13) non-profit organizations.
  - (12) recommended Women- and Minority-Owned Businesses/Organization proposals.
  - (8) proposals to provide funds for the direct benefit of community youth.
  - (3) proposals to provide funds to expand access to new housing options for area residents.
  - (12) proposals recommended to receive the full amount of their project request.

Staff was directed to conduct an initial review and assessment of all 60 applications to ensure completeness and eligibility. The Review Committee deliberated on a first set of project proposals which fulfilled the requirements of the application and were rated accordingly. The group reviewed a second set of applications which minimally met the grant program's criteria but either lacked clarity, specificity, or did not meet the impactful expectations of the grant program guidelines. The committee chose three proposals from this second group to review and rate.

- Is the project aligned with Commission's 2022-2027 Long Term Goals? Applicants approved for funding will enter into a contractual agreement with the City which outlines general obligations and federal reporting requirements. Approved applicants will be required to complete a Beneficiary Agreement with the City to adhere to these requirements.

City Manager, Jonathan Seyferth, gave an overview of the process used by the ARPA Community Grant Review Committee to rate/score applications submitted for grant funds. Discussion took place. Staff is directed to consult with applicants with award recommendations below 50% of their ask to ensure the recommended funds are sufficient to move their project forward. This item will be placed on the agenda for consideration at the August 7, 2023 meeting.

3. Public Comment

Public comment was received.

4. Adjournment

The Work Session meeting adjourned at 3:20 p.m.

Motion by: Commissioner Ramsey
Second by: Commissioner St.Clair

To adjourn.

MOTION PASSES

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Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

City of Muskegon

City Commission Meeting

Minutes

August 7, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

Present:	Mayor Ken Johnson Commissioner Rachel Gorman Commissioner Rebecca St.Clair Commissioner Eric Hood (Arrived at 6:50 p.m.) Vice Mayor Willie German, Jr. Commissioner Michael Ramsey Commissioner Teresa Emory
Staff Present:	City Manager Jonathan Seyferth City Clerk Ann Meisch City Attorney John Schrier Deputy City Clerk Kimberly Young

1. Call To Order

Mayor Ken Johnson called the Muskegon City Worksession/General Session meeting to order at 5:30 p.m.

2. Prayer

In lieu of an opening prayer, a moment of silence was observed.

3. Pledge of Allegiance

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

4. Roll Call

As recorded above

5. Honors, Awards, and Presentations

5.a <u>Introduction of Staff</u>

City Clerk Ann Meisch introduced the new Elections Coordinator Shelly Stibitz. The City Clerk's Office is excited to have Shelly join our team as we enter into a presidential election year with several constitutional changes regarding elections.

5.b **HOME ARP Plan - Community and Neighborhood Services**

Community and Neighborhood Services Director, Sharonda Carson, presented information regarding the HOME ARP Plan. The HOME ARP Plan is on the agenda for approval at tonight's meeting.

5.c **Parks & Recreation Master Planning Update - Public Works**

Parks and Recreation Director, Kyle Karczewski, presented information regarding the Parks and Rec Master Plan Update. There will be opportunities for public input in multiple formats. The Parks & Recreation Department is seeking feedback from residents about what they would like to see in the city's parks. They will focus on areas that had low response rates in the 2020 survey. Aside from digital marketing, the Parks & Rec department will also be engaging the community in person and at a variety of events throughout the city over the next several weeks. The Department is also planning several pop-up parties at parks throughout the city in order to provide an opportunity to allow residents to provide feedback, make requests, and offer suggestions.

5.d **Lakeside Business Improvement District Special Assessment - Economic Development**

The Lakeside Business Improvement District is requesting a special assessment for three more years starting in January of 2024.

Dave Alexander, Community Engagement Specialist, presented on the Lakeside Business Improvement District Special Assessment. The Lakeside Business Improvement District is requesting a special assessment for three more years starting in January of 2024.

Funds from the Lakeside BID assessment in 2021-2023 has allowed for the BID to cover items that keep the integrity of the business district. Funds have been used to cover snow removal, Christmas decorations, landscaping and maintenance, Lakeside events, and advertisements in the Visitor's Guide.

In order to continue these services, the Lakeside BID has requested a final three-year assessment at a 20% reduction of 2024-2026, continuing with the current district boundaries. Class A properties will have a per parcel rate of $0.04 per square foot of lot size for a Commercial Property, not to exceed $1,600, and $0.02 per square foot of lot size for an Industrial, Automotive or Utility Property, not to exceed $1,600. The special assessments will be in winter tax bills. After the additional three years is complete, the BID will transition into the CIA.

City staff has provided a Special Assessment Packet that outlines the overview of the request, a letter from the City of Muskegon Assessor, the budget recommendation and explanation, and the properties included in the assessment. City staff will introduce the request at the Work Session on August 7th, 2023 and bring it to the City Commission meeting on August 22nd, 2023.

6. Public Comment on Agenda Items

Public comments were received.

7. Consent Agenda

Action No. 2023-86

Motion by: Commissioner Ramsey
Second by: Commissioner St.Clair

To accept the consent agenda as presented, minus item E - item B has been removed for consideration at a later date.

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

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

7.a Approval of Minutes - City Clerk

To approve the minutes of the June 29, 2023 Goal Setting Meeting and the July 25, 2023 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

7.b Updated Property Maintenance Code - Public Safety - REMOVED PER STAFF REQUEST

7.c Fire Station #5 Roofing Project - Public Safety

Bid tabulations were requested and accepted from Garland. Ostrander Roofing was the lowest for a project pricing of $47,000.00. Other bids were from Excel Roofing with project pricing of $49,000.00 and Hoekstra Roofing with project pricing of $60,000.00.

Garland budgets for the materials and estimated freight fees for a total of $29,983.00 There is also estimated costs for structural evaluation at $3500.00.

The project total is $80,483.00.

STAFF RECOMMENDATION: To approve the budget requested for the Marquette Fire Station roofing project and award the project to Ostrander Roofing.

7.d **HOME ARP Plan - Community & Neighborhood Services**

Staff has consulted with many agencies, utilized data from Point in Time (PIT) Count, data from the housing assessment ad feedback from the community to determine the best use of these HOME ARP funding.

Top Priorities: quality affordable housing, move- in expenses, case management and emergency shelter.

Four Qualifying Populations:

1. Homeless as defined in 24 CFR 91.5;
2. At risk of Homelessness as defined in 24 CFR 91.5;
3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking (referred to herein as domestic violence/sexual assault/trafficking); and
4. Other populations who do not qualify under any of the populations above but meet one of the following criteria:

- Other Families Requiring Services or Housing Assistance to Prevent Homelessness
- Those at Greatest Risk of Housing Instability

To conclude, staff is recommending the use of funding for housing initiatives within the city limits, funding set aside to assist agencies with supportive services for those considered as the qualifying population and funding to establish a Community Housing Development Organization (CHDO).

AMOUNT REQUESTED: $1,200,000

FUND OR ACCOUNT: HOME

STAFF RECOMMENDATION: To approve HOME ARP plan.

7.f **West Urban PILOT Agreement 3rd Amendment - Development Services**

Staff is requesting to amend the existing infill PILOT agreement between the City and West Urban Properties by removing some lots and adding others.

The City has previously entered into an agreement with West Urban Properties to construct 100 homes for rental and potential owner-occupied stock in our residential neighborhoods. Staff has been working to refine the selected lots as stated in commission meetings for previous amendments.

This item proposes to remove 2358 Dowd, 621 Jackson, 608 Jackson, 601 Jackson, 579 Jackson, 558 Jackson, and 553 Jackson from the approved PILOT Agreement, and add 1974 Dowd, 1100 Washington, 432 Monroe, 1315 Ducey, 1325 Wesley, 1085 Marquette, 1355 Adams, 1366 Leonard, 912 Hackley, 1056 Windsor, 2347 Hudson, 828 W. Southern, 900 W. Grand, 462 Washington, 1456 Park, 1514 Park, and 314 Grand. Staff may return with additional lots to add and/or remove to this agreement exhibit as we clear title and assess buildability through phases.

STAFF RECOMMENDATION: To approve the 3RD Amendment to the West Urban PILOT Agreement as presented, and to authorize the Mayor and Clerk to sign.

7.g **Termination of Downtown Muskegon Development Center (DMDC) Parking Easement Agreements at 387 and 401 Morris - Manager's Office**

Easements were discovered as part of the closing process with the DMDC to sell Units 1 and 2, otherwise known as the Morris Avenue Parking Lot, to the City. The City and DMDC have since agreed that the Easements are no longer needed and are therefore terminated, abandoned, and of no further force or effect.

On June 13, the commission authorized the purchase of DMDC-owned parking lots at 387 and 401 Morris Avenue to the City. These are lots behind the Chamber of Commerce and Russell Block/Century Club buildings.

The Closing on Units 1 & 2 occurred on July 19th. There are two exceptions on the title commitment for the parking lot that have to do with two Easements granted by the City for the benefit of the old Muskegon Mall property. The City entered into two Parking and Access Easement Agreements with Muskegon Properties Company, Inc., dated March 26, 1991. The City and DMDC have since agreed that the Easements are no longer needed and are therefore terminated, abandoned, and of no further force or effect. Legal counsel has prepared a Mutual Termination of Easements that was reviewed and approved by the title company as part of the property closing.

STAFF RECOMMENDATION: To approve terminating two existing Parking and Access Easement Agreements for Units 1 and 2 as part of the property closing at 387 and 401 Morris St.

7.h **<u>Amendment to the Zoning Ordinance - Fencing - Planning</u>**

This is a staff-initiated request to amend the fencing ordinance to clarify the types of fences allowed. This is an effort to improve the quality of fences erected throughout the City. The Planning Commission unanimously recommended approval of the amendment.

STAFF RECOMMENDATION: To approve the request to amend the fencing ordinance as proposed.

SECOND READING REQUIRED

7.i **<u>Amendment to the Zoning Ordinance - Residential Design Criteria - Planning</u>**

To approve the request to amend the fencing ordinance as proposed. Many of the changes are small and for clarification reasons. Some requirements were removed because they are requirements already listed in the building codes. The removal of storage requirements and house widths on small lots are the biggest proposed changes.

The Planning Commission unanimously recommended approval of the amendment.

STAFF RECOMMENDATION: To approve the request to amend the residential design criteria ordinance as proposed.

SECOND READING REQUIRED

7.j **Sale of 180 Houston Avenue - Manager's Office**

Staff is seeking approval of the sale of 180 Houston Avenue.

In late 2020, the commission approved an agreement with Community EnCompass to construct affordable homes. The goals of the agreement were to further our economic equity efforts and create diversity of housing price points as we build housing infill. The agreement has been amended over time, and the project is now part of our ARPA infill housing initiative and our scattered site brownfield. We have received a purchase agreement on the first home located at 180 Houston Avenue. The offer is for $150,000, a full price offer, with no seller concessions.

STAFF RECOMMENDATION: To approve the purchase agreement for 180 Houston Avenue.

7.e **Legal Representation for Tax Appeals for Property Tax Classification for Marihuana Operations - Finance**

The City of Muskegon is seeking to reach an agreement with Hallahan & Associates, P.C. for Marihuana tax appeals at the State Tax Commission and Michigan Tax Tribunal.

Parmenter Law which normally represents the City of Muskegon, recommends that we use this law firm because of their expertise in these types of tax appeals. This Law Firm has been hired by other municipalities across the State to represent them for this unique property tax classification appeal. We thought it would be in our best interest to use this law firm because they are familiar with tax appeals from the Marihuana businesses.

Fees for service will be calculated at hourly rate of $215 for attorneys and an hourly rate of $100 for law clerks and assistants.

FUND OR ACCOUNT: 101 Legal Fees

STAFF RECOMMENDATION: To authorize the Finance Director to enter into an agreement with Hallahan & Associates, P.C. for Marihuana tax appeals.

Action No. 2023-87(e)

Motion by: Commissioner Ramsey
Second by: Commissioner St.Clair

To authorize the Finance Director to enter into an agreement with Hallahan & Associates, P.C. for Marihuana tax appeals, not to exceed $10,000.

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

ABSTAINED: (1): Commissioner Hood

MOTION PASSES (6 to 0)

8. Public Hearings

9. Unfinished Business

10. New Business

10.a Designation of Voting Delegates for the Michigan Municipal League Annual Meeting - City Clerk

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 and alternate representative to be in attendance and to cast the vote of the municipality at the Annual Business Meeting of the Michigan Municipal League Convention.

Action No. 2023-88(a)

Motion by: Commissioner Ramsey
Second by: Vice Mayor German

To appoint Mayor Ken Johnson as an official representative and City Clerk Ann Meisch as alternate representative to be in attendance and to cast the vote of the municipality at the Annual Business Meeting of the Michigan Municipal League Convention.

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

MOTION PASSES (7 to 0)

10.b City ARPA Community Grant Proposals - Manager's Office

To review and consider eligible grant proposals, as presented by the ARPA Community Grant Review Committee.

STAFF RECOMMENDATION: To approve the list of eligible grant proposals for funding as provided by the City ARPA Community Grant program.

1. I move to withdraw the grant proposal received from Pioneer Resources from consideration as part of the slate of recommended projects presented to the City Commission, under the City ARPA Community Grant Program.

2. I move to approve the list of eligible grant proposals for funding, under the City ARPA Community Grant Program, as presented to the City Commission, excluding the application from Pioneer Resources.

3. I move to approve the City ARPA Community Grant program application proposal from Pioneer Resources, pursuant to the completion of required conflict of interest

Action No. 2023-88(b)

Motion by: Commissioner Ramsey
Second by: Commissioner St.Clair

To approve the list of eligible grant proposals for funding, under the City ARPA Community Grant Program, as presented to the City Commission, excluding the application from Pioneer Resources.

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

Nays: (1): Vice Mayor German

MOTION PASSES (6 to 1)

11. Any Other Business

12. Public Comment on Non-Agenda items

Public comments were received.

13. Closed Session

14. Adjournment

The City Commission meeting adjourned at 7:35 P.M.

Motion by: Commissioner Ramsey
Second by: Commissioner Hood

MOTION PASSES

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 08/22/2023	Title: Certification of MERS Representatives
Submitted By: Jessica Rabe	Department: Finance
Brief Summary: Assigning Delegates for MERS Conference	
Detailed Summary & Background: The MERS plan document provides that “the governing body for each municipality shall certify the names of (2) delegates to the Annual Meeting. One delegate shall be a member who is an officer of the municipality appointed by the governing body of the municipality. The other delegate shall be a member who is not an officer of the municipality, elected by the member officer/employees of the municipality.” The City’s employee units previously agreed to a rotating system (based on date of joining MERS) to select one official employee representative. This year the official employee representative attending the MERS conference will be Dave Baker from Non-Union Unit. The Officer Delegate will be Kenneth D. Grant, Finance Director this year.	
Goal/Focus Area/Action Item Addressed: Financial Stability	
Amount Requested: $510 plus travel	Budgeted Item: Yes ■ No ☐ N/A ☐
Fund(s) or Account(s): 677-272-861	Budget Amendment Needed: Yes ☐ No ☐ N/A ☐
Recommended Motion: To approve Kenneth Grant (Finance Director) as designated delegate to MERS Conference and to make Dave Baker employee representative.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☐

Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.6377
www.mersofmich.com

2023 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | September 2023

Please print clearly • **Scan and attach this file when you register online** • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please ***DO NOT*** submit this form. A **delegate** is ***NOT*** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name
KENNETH D GRANT

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve during the 2023 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on AUGUST 22, 2023.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name
DAVID BAKER

Employee Alternate name

Employee delegate and alternate listed above were elected to serve during the 2023 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on ____________________, 2023.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible**.

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*	Municipality number*	Email address
CITY OF MUSKEGON	56320	ann.meisch@shorelinecity.com

Employer address	Employer city	Employer state	Employer zip code
933 TERRACE	MUSKEGON	MI	49440

Printed name	Title of authorized authority*
ANN MEISH	CLERK

Authorized signature*	Date

* Required field

2 ways to complete

1. You may complete it electronically (an electronic authorized signature is permissible), then save it and upload it when registering your delegate(s) – OR –
2. You may print it off and complete it, then scan and upload it to your computer for uploading when you register your delegate(s).

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 08/22/2023	Title: Munetrix Contract
Submitted By: Kenneth D. Grant	Department: Finance
Brief Summary: Renewal of the Munetrix Contract for three years	
Detailed Summary & Background: Munetrix is software program that is used by the city to fulfill the State of Michigan's guideline for transparency and City Village Township Revenue Sharing reporting requirements. It is also a performance analytical tool that is used by our citizens and others communities for comparative information.	
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices and infrastructure.	
Amount Requested: $6,626 per year for three years. Total costs $19,878.00	Budgeted Item: Yes ■ No ☐ N/A ☐
Fund(s) or Account(s): 101-202-801	Budget Amendment Needed: Yes ☐ No ■ N/A ☐
Recommended Motion: To allow the City Finance Director to renew the contract with Munetrix for three years.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☐

Munetrix Say hello to EASY.

Quote

Muskegon

933 Terrace St.
Muskegon, MI 49440-1397

Ken Grant
Assistant Finance Director
ken.grant@shorelinecity.com
231-724-6932

Munetrix
43000 W. 9 Mile Rd.
Suite 109 #156
Novi, MI 48375

Contract Start Date: November 1, 2023

Contract End Date: October 31, 2026 (Automatic Renewal)

Contract Period:

Sales Representative:
Tim Freer

tfreer@munetrix.com

Quote created: August 8, 2023
Quote expires: September 7, 2023

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	PRICE
1	Municipal Transparency Edition License		$19,878.00	$19,878.00 for 3 years

Total	**$19,878.00**

Invoicing Schedule:
9/1/2023: 6,626
9/1/2024: 6,626
9/1/2025: 6,626
Total: 19,878

MUNETRIX SUBSCRIPTION AGREEMENT

THIS MUNETRIX SUBSCRIPTION AGREEMENT (the "Agreement") is made by and between MUNETRIX, LLC a Michigan Limited Liability Company whose address for purposes of this Agreement is 3252 University Drive, Suite 170, Auburn Hills, MI 48326 (the "Company") and Muskegon whose address is 933 Terrace St. Muskegon, MI 49440-1397 (the "Licensee"), (and together with the Company, the "Parties")

WHEREAS, MUNETRIX, LLC, offers subscriptions to the Munetrix Software as a Service Platform as defined on the attached Quote (the "Tool") for the benefit of Administrators, Finance Officers, Business Managers, and Elected Officials, whereby they may subscribe to and be issued rights to use the Tool for fiscal transparency or business management practices;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Subscription. As a condition to the Agreement, the Licensee shall pay the Company an annual fee (the "License Fee"). Payment of the License Fee is due within thirty (30) days of the earlier of a) the date Company sends an invoice to Licensee for the License Fee or b) Licensee's registration for use of the Tool. Within a commercially reasonable time following the Company's receipt of the executed Subscription Agreement, the Company agrees to provide the Licensee with full access to editing rights to the Munetrix Tool through the Company's website (Munetrix.com).

   The annual subscription will have a start date as stated in the Attached Quote under Contract Start Date ("Start Date") and shall continue for the Contract Period as indicated on the Attached Quote ("Term"). The Contract End date on the attached Quote will be the subscription end date ("End Date").

   The Parties agree that the Term shall automatically be renewed for successive one-year periods after the first twelve (12) month term expires ("Renewal Term") unless the Company is notified in writing by the Licensee at least thirty (30) days prior to the applicable End Date that Licensee intends not to allow the Term to automatically renew. Licensee shall pay the Company a subsequent License Fee for each Renewal Term within thirty (30) days of the date Company sends an invoice to Licensee for the additional License Fee. The Licensee acknowledges that the License Fee may increase in each renewal periods. The Company agrees to notify the Licensee at least sixty (60) days prior to a new Renewal Term if any increase in the License Fee will be implemented for that Renewal Term, and if a "Rate Lock"; option is available.

2. Users. For the purposes of this Agreement, the term "Authorized Users" shall mean any chief finance officers, chief administrators, support staff, or other employees of the Licensee that are elected, appointed and/or designated by the Licensee's Chief Administrative Officer during the Term of the Agreement.

3. Licensee and User's Responsibilities. The Licensee agrees that each Authorized User shall (i) be responsible for the accuracy, quality and legality of its data entered into the Tool (or any database that utilizes the Tool) and of the means by which such data is acquired, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Tool, and notify the Company promptly of any such unauthorized access or use, and (iii) use the Tool only in accordance with the Terms of Use and applicable laws and government regulations.

   The Licensee agrees that each Authorized User shall not (a) make the Tool available to anyone other than an Authorized User, unless otherwise allowed or authorized per this Agreement, (b) sell, resell, rent or lease the Tool, (c) use the Tool to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or any other applicable law, (d) use the Tool to store or transmit viruses or malicious code, (e) interfere with or disrupt the integrity or performance of the Tool or any third-party data contained therein, or (f) attempt to gain unauthorized access to the Tool or Company's related systems or networks.

   The Licensee agrees to immediately discontinue, decommission or otherwise notify Company to decommission any Authorized User from having access to the Tool upon termination of their employment from the Licensee's organization.

4. Company Responsibilities. At a minimum of once per year, and as long as state agencies continue to provide Company access to bulk data downloads, the Company agrees to keep the data available to the Tool current with the most recent data made accessible to Company. The Company will also maintain the Tool in terms of security and up-time in accordance with industry standards in place at the signing of this Agreement.

   Basic system enhancements will occur periodically at no additional charge. These updates will be in the form of slight modifications that make the system more user-friendly or intuitive and may include various additions to data or charts that can help a governmental entity, or the general public understand the data better. No version downloads are required by the Licensee; these updates will automatically appear once released for production and a user notification will appear upon the Licensees next log-in. The notification feature is turned "on" as the Tool's default setting, and this preference may be changed by the Licensee using the system's settings.

5. Terms of Use. The Licensee agrees to be bound by (and comply with) and agrees to cause its Authorized Users to be bound by (and comply with) this Agreement and Munetrix's Terms of Use. For the purpose of this Agreement, the "Terms of Use" shall mean those certain Terms of Use that are set forth on Munetrix's website (munetrix.com) and relate to the usage of Munetrix's site, tools, and products, as modified from time to time. To the extent that there is any direct conflict between the terms of this Agreement and the Terms of Use, the terms of this Agreement shall control and prevail.

6. Guest User Link. As a condition to this Agreement, the Licensee agrees to place an approved Munetrix Citizens Guide to Finances guest user link or other means to hyperlink the Munetrix Tool to their websites homepage.

7. Limitation of Liability. The liability of the Company arising out of or related to this Agreement or the Tool shall not exceed the amount of the most recent License Fee paid by the Licensee under this Agreement.

8. Relationship of the Parties. The Parties to this Agreement are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

9. Assignment. Licensee may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the Company.

10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law and the remaining provisions of this Agreement shall remain in effect.

    In addition to any other rights and remedies that the Parties might have at law or in equity, the Company reserves the right to suspend or cancel this Agreement and access to the Tool in the event that the Licensee breaches (or threatens to breach) any term of this Agreement.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Use of the system is also deemed an acceptance of the agreement.

12. Governing Law. This Agreement shall be bound by the laws of the State of Michigan without regard to its conflicts of law provisions.

13. Entire Agreement. This Agreement along with the Terms of Use constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

The Licensee agrees to the provisions of this agreement and by signing warrants and represents that they have the authority to execute the transaction as of the Start Date.

Muskegon	Munetrix, LLC
By:____________________	By: Ginny Norton
Its:____________________	Its: CEO
Date:____________________	Date: August 8, 2023

	Purchaser	Implementation Contact	Billing Contact
Name			
Email			

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: Purchase of Salesforce
Submitted By: Contessa Alexander	Department: Economic Development

Brief Summary: City staff is requesting the purchase of Salesforce in order to be more sufficient in collecting data for retention visits and projects, creating reports by using analytics for industries, commercial corridors and much more.

Detailed Summary & Background:

Salesforce is a cloud-based system, customer relationship management platform that enables businesses to manage customer data, sales operations, and marketing campaigns. Salesforce Database generates data for leads, tasks, opportunities, accounts, and notes. It also has the ability to customize the type and the amount of information the user wishes to store. Salesforce can also use analytics to create reports and graphics that highlight trends seen in different industries.

As the Economic Development team continues to grow, this tool will be very helpful for staff to have an idea of the progression of a business throughout the years, issues and challenges they've experienced at previous visits, and understanding the differences and similarities between businesses in different industries.

City staff and our city attorney has reviewed the master service agreements provided by both Sales Force and Summit Technologies and are comfortable with moving forward.

The total costs for Salesforce are $8,400. This price includes the following fees:

- $2,400 (annually) Sales & Service Cloud- Professional Edition
- $6,000 (one-time fee) for back end programming by Summit Technologies (3rd party)

Goal/Focus Area/Action Item Addressed:

ECONOMIC DEVELOPMENT, HOUSING, AND BUSINESS

Amount Requested: $8,400	Budgeted Item: Yes ■ No ☐ N/A ☐
Fund(s) or Account(s): Contracted services, Planning	Budget Amendment Needed: Yes ☐ No ■ N/A ☐

Recommended Motion: I motion to approve the purchase of Salesforce and authorize the Director of Development Services to sign the purchase documents.

Approvals:	Guest(s) Invited / Presenting:

Immediate Division Head ■ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ■	Yes ☐ No ■

statement of work agreement

City of Muskegon Development Services

Economic Development Business Review and Expansion (BRE)

prepared on June 5, 2023

expires on July 20, 2023

prepared for
City of Muskegon
Jacob Eckholm

prepared by
Summit Technologies
Daniel Gray

executive summary

Summit Technologies to deliver an Economic Development Solution on the Salesforce platform that will:

- Empower the economic development support team to:
- process incoming leads
- conduct field surveys and BREs

contents

section one statement of work and cost schedule

statement of work

Business Review and Expansion (BRE) visits for Salesforce implementation

The Salesforce implementation by Summit Technologies is designed specifically to support the client's economic development initiatives regarding business review and expansion (BRE) data. This Statement of Work sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Summit Technologies.

timeline

- Project kickoff will occur within 10 business day following signature of the statement of work
- Implementation will be completed within 6 weeks from project kickoff
- Included training and "go-live" must occur within 2 weeks following completion of implementation

implementation

Configure Salesforce CRM on a clean (empty) Sales Cloud (or Service Cloud) Enterprise Edition.

- Discovery/Business Process Review
    - Analyze existing client data sources to identify custom fields and picklist values
    - Review BRE KPI's and other metrics that can be tracked in CRM to measure and manage individuals and teams
    - Create shared project workbook to track modifications and customizations
- Configure users
    - Create users from list provided by client. Assign basic profile, generate passwords
    - Set up access security
    - Create two custom user profiles and configure App, Tab, Field and Record Type access
- Lightning Home Tab, Custom App
    - Upload client logo, create custom Salesforce App with logo
    - Clean up and customize Home tab with Lightning components based on client needs, including custom dashboard
    - Install free Tasks & Events app from App Exchange
- All Object List View and Record Detail Pages
    - Optimize Lightning page layouts based on client needs
    - Page Layout cleanup: remove unused fields and related lists
    - Create Custom List Views
    - Add custom fields as needed
- Leads, Accounts and Contacts
    - Edit Industries, Types and Sources picklists
    - For Lead Conversion, Map Fields
- Create BRE custom objects and relationships
- Create Data Validation rules
- Configure duplicate record management rules
- Create up to 6 custom Reports and with charts, graphs or gauges
- Create custom dashboard for the Home page

administrator training for Salesforce, delivered remotely

- 2 hours of training, tailored to experience level and interests of Customer
- Topics include User setup, Page Layout editing, Picklist editing, report creation and editing, Data Import tools and strategies, Email Templates, Workflow automation and more.
- Includes custom PowerPoint presentation reference and links to additional relevant free training resources available.

user training for Salesforce, delivered remotely

- 2 hours of training, tailored to experience level and needs of users.
- Includes Search, Chatter, Activities, Leads, Accounts, Contacts, BREs, List Views and launching reports.
- Includes custom PowerPoint presentation reference and links to additional relevant free training resources available.

go-live & go-live support

- "Go-Live" date is defined as the official date in which the new solution is ready for users to perform day-to-day activities. If the project gets delayed for any reason Summit Technologies will work with the Client to make a decision on the best Go-Live date.
- The initial date will be agreed to by both Summit Technologies and the Customer at project inception. It may be altered only by change order agreed to by both parties.
- Summit Technologies will provide remote resources to support the move to Production effort.
- Support is limited to up to 2.5 hours over five (5) business days

data conversion & data loading

- Up to 2 hours of data conversion and data loading are included
- Additional time can be purchased via a project change order at $225 per hour

interfaces and integrations

- Interfaces and Integration with other systems are not included
- Salesforce development time for interfacing and/or integrating with third-party applications or data sources can be acquired via project change order at $225 per hour.

project resource rate table

Any required services which are not included in this statement of work will be estimated and agreed upon through a new agreement or change order. Hourly services rate would apply. The 2023 Summit Technologies rate table is below. Discounts may apply.

- Salesforce Consultant $260/hour
- Salesforce Senior Consultant $280/hour
- Salesforce Principal Consultant $300/hour
- Salesforce Developer $300/hour
- Salesforce Senior Developer $330/hour
- Salesforce Architect $365/hour
- Delivery/Project Manager $300/hour
- Business Analyst $280/hour
- Product Specialist Developer $300/hour (Conga, Mulesoft, Tableau, DigEPlan, etc.)

project team

- Lead Consultant - Certified Salesforce Administrator
- Delivery Manager

assumptions

Project assumptions are foreseeable events or situations we can expect during the implementation.

- Scope is based on information provided to date as included in this SOW.
- Client and Summit Technologies will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Changes or additions to scope or responsibilities requested by the Client will require a Change Order even if there are no additional costs associated with the change.
- Deliverables not specifically described in this document are not the responsibility of Summit Technologies and cannot be included in the project schedule without the approval of the Summit Technologies project manager. If additional deliverables or tasks are added and approved, these changes will require a change order and associated increase in costs.
- Project Schedule assumes timely completion of tasks assigned to Client and timely Client response to Summit Technologies questions and requests for information, availability of key Client resources, and collaboration and availability of any third-party vendor resources. Late (expected delivery dates are as implied by the mutually agreed project plan) Client deliverables may adversely impact overall implementation timeline.
- With the exception of onsite visits identified in this SOW or as identified in subsequent applicable change orders, all work conducted by Summit Technologies will be performed remotely. Client is responsible to provision and support required access and any required hardware, if needed.
- Client will provide technical assistance for access through the Client network firewall(s) if required to use the Salesforce Platform or any interfaces implemented by the Summit Technologies team.
- Client will provide fee schedules that are complete and current for all departments.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- Client is responsible for proper desktop hardware/software/network preparation in accordance with Salesforce specifications on a timely basis to facilitate anticipated go-live.
- Client is responsible to ensure Client participants have adequate hardware/software to successfully participate in online training (i.e., video and audio streaming).
- Client will commit to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in this SOW. The importance of Client staff participation is imperative to the successful, and timely, implementation of the project deliverables.
- This SOW includes unit and system testing that covers the expected application functionality and primary workflow(s) identified during discovery. Edge case testing, or fringe testing, that assesses how the application works when a user goes off script is not included. Fringe testing can include testing out of sequence, twisting the expected workflow, or discovering functions the application performs that it was not designed for. Should the Client require edge testing and remediation of unexpected results will require a Change Order and additional budget hours.

client responsibilities

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations between the Client and Summit Technologies, identifying and monitoring project risks, and promoting strong project communication. The CHAOS report by the Standish Group lists the following Success Factors as essential to every project:

1. User Involvement
2. Executive Support
3. Clear Business Objectives
4. Emotional Maturity
5. Optimization
6. Agile Process
7. Project Management Expertise
8. Skilled Resources
9. Execution
10. Tools and Infrastructure.

Summit Technologies will work with Client to ensure these success factors are observed. From the Client, we will need:

- **User Involvement and Knowledge Transfer** – It is critical that Client personnel participate in the deployment of the Salesforce Platform in order for Summit Technologies to transfer knowledge to the Client. Once Postproduction assistance tasks are completed by Summit Technologies, the Client assumes all day-to-day operations of the system outside of the software support and maintenance provided by Salesforce. Generally, Salesforce's software support and maintenance does not cover any manipulation of implemented custom configurations, scripts, reports, interfaces and adaptors. Please familiarize yourself with Salesforce's Support and Maintenance Terms and Conditions for more information on post-implementation support. Post go-live, Client has the option to procure one of our Salesforce Managed Services plans. Your organization is assigned a single Salesforce certified administrator who is familiar with your business and Salesforce implementation. They would have access to numerous additional Summit Technologies resources including developers, analysts and automation specialists who will enable your consultant to make specific recommendations and optimizations based on your needs. We don't simply maintain your Salesforce; we continuously improve it with customizations based on your feedback and the three annual Salesforce releases.
- **Executive Sponsorship and Support** – We strongly recommend involvement of a Client Executive Sponsor. Management must agree that the project is important, will add value to the business, or solve a pressing problem. If management does not see the value of the project, they will be reluctant to support it. If management support is missing, the project becomes staved of resources – people and funds. Executive sponsorship ensures the project stays on the "important initiatives" list.

user acceptance testing

- Client is responsible for all User Acceptance Testing activities.
- Client is responsible for performing User Acceptance Testing, on a timely basis.
- User testing must be completed within the time frames detailed in the project timeline. Any delays could lead to a change order and a corresponding increase in costs to the Client.

not included

- Integration with other applications or data sources
- Custom development or code, including Apex, Visualforce, JavaScript or other coded solutions
- Installation of apps or components from AppExchange not explicitly mentioned in SOW
- The project software licensing requirements for the Salesforce products and any third-party solutions are not included in this proposal. All software licenses, associated yearly renewals, and setup services are the sole responsibility of the Client. Any missing software licenses for products that are deemed necessary for this project may result in additional services scope and will necessitate a Change Order to implement a work around

additional services

If additional services are required by Client, Summit Technologies will provide an estimate on the number of hours required to complete a task. If the estimate is found to be acceptable, the timeline will be mutually agreed upon by both Summit Technologies and Client. A Change Ordered is processed by mutual agreement and Summit Technologies will bill the Client for the required hours to accomplish the additional services based on the 'Project Resource Rate Table'.

cost schedule

Unless explicitly stated otherwise in the Work Description, this is a fixed hours proposal, and not a fixed bid proposal. Within this SOW, we are including a good-faith estimate of the number of hours needed to achieve the deliverables of this project. Many factors may lead to not completing all objectives within the allotted hours. The Summit Technologies team will conduct appropriate requirements elicitation and work with Client to prioritize a backlog to ensure highest value work is completed first. Should the Client requirements turn out to be materially different than what is proposed in this SOW, a scope Change Order will need to be processed by mutual agreement. Based on similar past project engagements, Summit Technologies is estimating being able to complete the deliverables of this project within the recommended hours and has priced/quoted this implementation accordingly.

The pricing described below is exclusive of taxes and expenses. The price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Should there be changes to the scope, timeline or resources that increases the hours or costs needed to complete the project, a Change Order may be required for project continuation.

Terms: All project activities will be conducted remotely. Payment in full is due upon execution of this agreement

Product Name	Qty	Price
Economic Development BRE for Salesforce Implementation	1	$6,000.00
	Quote Total	**$6,000.00**

signatures

By signing below and accepting the Master Services Agreement link which documents contractual terms and conditions, including Definitions, Payment Terms, Confidentiality, Limitation of Liability, Indemnification and Non-Solicitation provisions, Client understands and acknowledges that both parties accept this Statement of Work Agreement as presented.

Client agrees to the Summit Technologies, LLC Master Services Agreement:
https://www.summittechnologiesllc.com/master-services-agreement-v8-1

IN WITNESS WHEREOF, this Agreement has been acknowledged, accepted, agreed to, and executed by the parties hereto through their duly authorized officers on the date(s) set forth below.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Summit Technologies, LLC.- "Summit Technologies"

Name: Daniel Gray

Title: Client Advisor

Signature: Daniel Gray

Date: 6/5/2023

City of Muskegon Development Services- "Client"

Name:

Title:

Signature:

Date:

Salesforce, Inc.
Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, CA 94105
United States

ORDER FORM for City of Muskegon MI
Offer Valid Through: 6/23/2023
Proposed by:Jose Quijano
Quote Number: Q-07230376

ORDER FORM

Address Information

Bill To:
933 Terrace st
Muskegon
MI, 49440
US - United States

Ship To:
933 Terrace st
Muskegon
MI, 49440
US - United States

Billing Company Name: City of Muskegon MI
Billing Contact Name: Jake Eckholm
Billing Email Address: jake.eckholm@shorelinecity.com

Billing Phone: 231-730-9139
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 6/19/2023
Contract End Date*: 6/18/2024
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price
Sales & Service Cloud - Professional Edition	6/19/2023	6/18/2024	12	USD 100.00	2	USD 2,400.00
						Total: USD 2,400.00

*If this Order Form is executed and/or returned to Salesforce by Customer after the Order Start Date above, Salesforce may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date Salesforce activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Your Account, by reference to an order confirmation sent by Salesforce, and/or by contacting customer support. **The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on this Order Form.

Quote Special Terms

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?(Customer to complete)

[ ] No

[ ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to Salesforce, this Order Form shall become legally binding unless this Order Form is rejected by Salesforce for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the Salesforce MSA found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written MSA executed by Salesforce for such Services as referenced in the Documentation, in which case such written Salesforce MSA will govern or (ii) otherwise set forth herein. Additional information related to the Services may be found in the Documentation at https://sfdc.co/ptd. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation.

Customer: City of Muskegon MI

Signature

Name Jake Eckholm

Business Title

Authority Level

Date

DocuSign

Certificate Of Completion

Envelope Id: D5633639D49C4BDBB39DDF650B78E8ED | Status: Sent

Subject: Q-07230376 from salesforce.com

entityId: aJS3y000001ZQg2GAG

requestType: Proposal

Source Envelope:

Document Pages: 3	Signatures: 0	Envelope Originator:
Certificate Pages: 2	Initials: 0	Salesforce
AutoNav: Enabled		One Market street
EnvelopeId Stamping: Enabled		San Francisco, CA 94105
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		noreply_sfdc@salesforce.com
		IP Address: 13.110.74.8

Record Tracking

Status: Original 6/29/2023 10:08:56 AM	Holder: Salesforce noreply_sfdc@salesforce.com	Location: DocuSign

Signer Events	Signature	Timestamp
Jake Eckholm jake.eckholm@shorelinecity.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 6/29/2023 10:08:57 AM

In Process

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
contessa.alexander@shorelinecity.com contessa.alexander@shorelinecity.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/18/2023 4:50:11 AM ID: 557410e4-3598-44c0-8663-ff611fabe699	COPIED	Sent: 6/29/2023 10:08:58 AM Viewed: 6/29/2023 10:09:28 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/29/2023 10:08:58 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Acknowledgement

I agree not to challenge the validity, enforceability or admissibility of this signature process on the grounds that it is in an electronic form. By electronically signing an agreement with salesforce.com, I represent that I am authorized to bind the company or organization for which I am signing.

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: MDNR Spark Grant Agreement
Submitted By: Kyle Karczewski	Department: Parks & Recreation
Brief Summary: Staff is requesting approval to execute the attached agreement for the MDNR Spark Grant for the construction of a new splash pad at Howmet Aerospace (Alocoa) Celebration Square.	
Detailed Summary & Background: The City of Muskegon has been granted a $250,000 Spark Grant from the MNDR with a City match amount of $24,000. The City of Muskegon is required to execute the included agreement by the end of the month to meet funding requirements. The Howmet Aerospace Foundation is also contributing $50,000 to the project for improvements to the surrounding plaza.	
Goal/Focus Area/Action Item Addressed: Destination Community & Quality of Life / Enhanced Parks and Recreation Department and Services	
Amount Requested: $24,000	Budgeted Item: Yes ■ No ☐ N/A ☐
Fund(s) or Account(s): 101-771	Budget Amendment Needed: Yes ☐ No ■ N/A ☐
Recommended Motion: I move approval of the MDNR Spark Grant agreement including the approving resolution, and authorize the DPW Director to sign.	
Approvals: Immediate Division Head ■ Information Technology ☐ Other Division Heads ☐ Communication ■ Legal Review ■	Guest(s) Invited / Presenting: Yes ☐ No ■

Michigan Department of Natural Resources ï Grants Management

AMERICAN RESCUE PLAN ACT LOCAL PARKS AND TRAILS
MICHIGAN SPARK GRANT AGREEMENT

This information is required by authority of Public Act 53 of 2022 to receive funds.

This Agreement is between City of Muskegon in the county of Muskegon County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT". The DEPARTMENT has authority to issue grants for the development of public outdoor recreation facilities under sections 602 and 603 of section 9901 of the Social Security Act of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021 https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The State of Michigan was awarded $6.54 billion dollars under SLFRF. In section 452 of Public Act 53 of 2022, the State of Michigan Legislature appropriated funds to the DEPARTMENT for an ARPA grant to the GRANTEE. The Federal Award ID Number (FAIN) for these funds is FAIN #: SLFRP0127. The Catalog of Federal Domestic Assistance (CFDA) Number for SLFRF funds is CFDA #: 21.027.

The GRANTEE is identified as a subrecipient to the ARPA funds identified within this agreement. Each eligible subrecipient must maintain an active SAM registration throughout the period of performance. The SAM website is https://sam.gov/content/home.

Project Title: Muskegon Splashpad Reconstruction

Total Available Grant Amount: $250,000.00

Match Amount: $24,000.00 Match Percent: 8% Grant Percent: 92%

Start Date: 4/25/2023 End Date: October 31, 2026

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein. **Funds must be obligated by GRANTEE into third party contracts by December 31, 2024 and expended by October 31, 2026.**
The description and purpose of the project is to renovate a defunct splash pad located in downtown Western Market. The project will enhance accessibility features and ensure long-term functionality of the site.

This Agreement is not effective until the GRANTEE has signed it, returned it to the DEPARTMENT, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT. Applicable amendments to this agreement may include adjustments to the grant amount (section 15), eligible expenditures or scope items (section 9), or project boundary (section 2), or other purposes at the discretion of the DEPARTMENT, and must be initiated by the DEPARMENT or requested in writing by the GRANTEE. Amendments shall only be validated by the review and execution of both parties.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE		MICHIGAN DEPARTMENT OF NATURAL RESOURCES	
SIGNED:		SIGNED:	
By [Print Name]:		By [Print Name]:	
Title:		Title:	
Organization:		Organization:	
Date:		Date:	
			Date of Execution by DEPARTMENT

NVASZGCGV2Z5
Unique Entity Identifier (UEI)

CV0047621
SIGMA Vendor Number

CV004
SIGMA Address ID

Phone: 517:284-7268
Email: dnr-grants@michigan.gov

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through https://migrants.intelligrants.com/, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT	**DEPARTMENT CONTACT**
	Alex Galloway
Name/Title	Name/Title
City of Muskegon	Grants Management/DNR Finance & Operations
Organization	Organization
P.O. Box 536, 933 Terrace Street	525 W. Allegan Street, Lansing, MI 48933
Address	Address
Muskegon, Michigan, 49443	P.O. Box 30425, Lansing, MI 48909
Address	Address
	(517) 242-3007
Telephone Number	Telephone Number
	GallowayA@Michigan.gov
E-mail Address	E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number ARPA-0309 must be uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

3. Grant funds are made available to the GRANTEE through a grant by the DEPARTMENT.

4. The budget period and time period allowed for project completion is from the **date Agreement executed by the DEPARTMENT** through **October 31, 2026**, hereinafter referred to as the "project period."

5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.

6. The award permits the use of SLFRF to cover indirect costs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

7. The award permits the use of SLFRF to cover administrative costs; 5% of the grant award amount is allowable to be administrative costs, which are required to be reported on as project expenditures. The administrative costs are considered a project-specific expenditure.

8. The award is not for Research and Development.

9. The Eligible SLFRF expenditures under this project include:

a. Budget Categories
   i. Construction

b. Project Scope
   i. Splash Park

      Splash Park

10. Use of Funds Restrictions:

    a. First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

    b. Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

    c. Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

11. Any funds received under the authorizing legislation for this program expended by the recipient in a manner that does not adhere to the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined by the DEPARTMENT that a recipient receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation. All subawards are subject to future audits and eligible applicants must allow the State of Michigan, any of its duly authorized representatives and/or State of Michigan's Office of the Auditor General access to the eligible applicant's records and financial statements to ensure compliance with Federal statutes, regulations, and the terms and conditions of the grant award.

12. US Treasury identified 83 unique expenditure requirements and each SLFRF project must be aligned to one expenditure category. For this project, the applicable expenditure category identified by the DEPARTMENT is: EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety. All expenditures must fit within the expenditure category above and be tracked accordingly.

13. The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CRF Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Recipients shall maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit. The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the eCFR Uniform Guidance at https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for complete requirements.

14. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance). In all instances, recipients shall review the Uniform Guidance requirements applicable to recipient's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of recipient's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued April 2, 2022).

15. The DEPARTMENT will:

a. Grant to the GRANTEE a sum of money equal to **$250,000.00**, which is the total eligible cost of the project including items identified in section 9, but in any event not to exceed **$250,000.00**, which is the total amount obligated by this action.

b. Grant these funds in the form of advance requests to the GRANTEE for eligible future costs and expenses incurred as follows:

i. GRANTEE may request up to fifty percent (50%) of the approved grant amount as an advance prior to incurring costs of the eligible expenses incurred by the GRANTEE up to ninety percent (90%) of the maximum reimbursement allowable under the grant. Advance amount request must be reasonable and necessary for the success of the project and only include what will be spent in the current fiscal year. The entire advance amount must be earned and documented on a reimbursement request before additional payments will be made to the GRANTEE. Once an advance is fully earned, an additional advance may be requested.

ii. Advance requests must be submitted in writing. A justification for the advance amount requested is required and only include what will be spent in the current fiscal year. Advances may be approved at a lower amount than requested or denied.

iii. Additional advances will be made only upon DEPARTMENT review and approval of documentation submitted by the GRANTEE which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, electronic fund transfers and/or other items identified and provided by the GRANTEE.

iv. GRANTEE shall maintain and make available to the State of Michigan and/or the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of five (5) years after final payment is made using SLFRF monies. These record retention requirements are applicable to prime recipients and their grantees and subgrant recipients. Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

Å general ledger and subsidiary ledgers used to account for (a) the receipt of SLFRF payments and (b) the disbursements from such payments to meet eligible expenses related to the COVID-19 public health emergency or its negative economic impacts;
Å budget records;
Å payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the COVID-19 public health emergency or its negative economic impacts;
Å contracts and subcontracts entered into using SLFRF payments and all documents related to such contracts;
Å grant agreements and grant subaward agreements entered into using SLFRF payments and all documents related to such awards;
Å all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients;
Å all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
Å all internal and external email/electronic communications related to use of SLFRF payments; and
Å all investigative files and inquiry reports involving SLFRF payments.

v. The DEPARTMENT may conduct an audit of the project's financial records upon approval of the final request by DEPARTMENT financial staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.

vi. Adhere to Single Audit requirements that state recipients and subrecipients that expend more than $750,000 in Federal awards during the GRANTEE's fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and their subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

vii. Adhere to Auditee Responsibilities outlined in 2 CFR 200.508. The auditee must:

Å procure or otherwise arrange for the audit, if required;
Å prepare appropriate financial statements, including the schedule of expenditures of Federal awards;

- Å promptly follow up and take corrective action of the audit findings;
- Å provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

viii. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

16. The GRANTEE will:

a. Adhere to all additional provisions which are included in this agreement regarding the SLFRF. Payments from the SLFRF may only be used to cover expenses that are responding to the public health and negative economic impacts of the pandemic (which includes several sub-categories).

Usage of these funds must comply with the federal requirements of the SLFRF. The purpose of Michigan Spark Grants is to modernize local parks and develop new local public recreation opportunities. Scope of work shall include the development, renovation, or redevelopment of public recreation facilities, and the provision of recreation-focused equipment and programs at public recreation spaces. Awarded grants must align with EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety and community projects with the overall intent to promote and enhance public recreation, equity, tourism, and economic development and recovery from the COVID-19 pandemic.

GRANTEE will be expected to coordinate, not to supplant, funding with other partners, Agency local office, and other SLFRF funding.

SLFRF can fund expenses and services accrued during the pandemic; however, the cost incurred to address the eligible uses of SLFRF must have occurred after October 1, 2022, see section b below. **Funds must be obligated by GRANTEE into third party contracts by December 31, 2024 and expended by October 31, 2026.**

SLFRF is federal funding and, as such, funds from this project cannot be used to pay expenses that will be or have been reimbursed by another federal program.

Treasury's Final Rule also provides more information on important restrictions on use of SLFRF award funds:

i. Recipients may not deposit SLFRF funds into a pension fund;

ii. Recipients may not use SLFRF funds as non-Federal match where prohibited;

iii. In addition, the Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Final Rule for more information on these restrictions.

b. Pre-award eligible expenditures are allowed in the areas of administration, planning, design and engineering if they are directly related to the project and were incurred after October 1, 2022.

c. Complete construction of the project facilities to the satisfaction of the DEPARTMENT including but not limited to the following:

i. Competitively bid, following 16.c.v, and then retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

ii. Within 180 days of execution of this Agreement, and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.

iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than $50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between $5,000 and $50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.

vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.

vii. Comply with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

ix. Comply with the Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

x. Comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

d. Operate the project facilities for a minimum of twenty-years, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

e. Provide to the DEPARTMENT upon request, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

f. Adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.

g. Maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.

h. Should the GRANTEE convey any portion of the awarded funding to a subrecipient in a pass-through manner, GRANTEE must ensure that all requirements outlined in this Agreement are adhered to. Every subaward is to be clearly outlined in a secondary agreement between the GRANTEE and the subrecipient which includes the minimum information identified in Appendix A at the time of the subaward and if any of the project elements change, include the changes in subsequent subaward modification. If any of this required information is not available at the time of the subaward, the subrecipient must provide the best information available to describe the Federal award and subaward.

17. With this project having match, the GRANTEE will:

a. Immediately make available all funds required to complete the project and to provide **$24,000.00** in local match. This sum represents **8%** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.

18. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered under the terms of this Agreement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.

19. All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in the compliance and reporting guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Recipients shall appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, recipient must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities. There are two types of reporting requirements that subrecipients must report against each quarter – project and expenditure requirements and programmatic data requirements. The DEPARTMENT contact will provide additional details on the specific requirements including a detailed reporting plan and template based on the reporting requirements specific to your program and the expenditure category. SLFRF expenditure categories also determine the reporting requirements for the programmatic data report. This information and associated templates will be communicated to you in the reporting plan which will inform the programmatic data requirements.

20. To be eligible for funding, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:

a. Submit a project and expenditure report every 90 days during the project period.

Reporting Period	Report Due Date
Any allowable pre-award costs after October 1, 2022	March 25, 2023
Project Execution – March 15, 2023	March 25, 2023
March 16, 2023 – June 15, 2023	June 25, 2023
June 16, 2023 – September 15, 2023	September 25, 2023
September 16, 2023 – December 15, 2023	December 25, 2023
December 16, 2023 – March 15, 2024	March 25, 2024
March 16, 2024 – June 15, 2024	June 25, 2024
June 16, 2024 – September 15, 2024	September 25, 2024
September 16, 2024 – December 15, 2024	December 25, 2024
December 16, 2024 – March 15, 2025	March 25, 2025
March 16, 2025 – June 15, 2025	June 25, 2025
June 16, 2025 – September 15, 2025	September 25, 2025
September 16, 2025 – December 15, 2025	December 25, 2025
December 16, 2025 – March 15, 2026	March 25, 2026
March 16, 2026 – June 15, 2026	June 25, 2026
June 16, 2026 – September 15, 2026	September 25, 2026
September 16, 2026 – October 1, 2026	October 31, 2026

b. Submit a complete request for final reimbursement including final reporting documents, within **90 days of project completion and no later than October 31, 2026**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

c. All funds that have not been **obligated by GRANTEE into third party contracts by December 31, 2024** must be returned to the State of Michigan by April 1, 2025.

21. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any eligible uses of funding as identified in section 9. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion and within the twenty-year useful life period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change from the current recreational use of the project area.

22. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

23. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information.

24. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.

25. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to

attach to or be perfected against the project area or project facilities included in this Agreement within the twenty-year useful life period.

26. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the twenty-year useful life period, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT.

27. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area within the twenty-year useful life period to Michigan's outdoor recreation estate, therefore:

    a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including, but not limited to, replacement with land of equal of greater recreational usefulness and market value.

    b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.

    c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

28. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain within the twenty-year useful life period, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal of greater usefulness and locality. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.

29. The GRANTEE acknowledges that:

    a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE as part of the project to assure safe use of the property by the public, and

    b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and

    c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.

30. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

31. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits, and remain in compliance with such permits.

32. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

    a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or

    b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period prior to public use of the property, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

33. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

34. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

35. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.

36. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.

37. The GRANTEE is responsible for the use and occupancy of the premises, the project area, and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area, and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area, and the facilities thereon.

38. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.

39. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

    a. Terminate this Agreement; and/or

    b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or

    c. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT; and/or

    d. Require repayment of grant funds paid to GRANTEE; and/or

    e. Require specific performance of the Agreement.

40. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT shall honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.

41. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

42. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.

43. The GRANTEE agrees that any funds received under this grant and expended in a manner that does not comply with the American Rescue Plan Act (Public Law 117-2) and the regulations and guidance promulgated thereunder the Uniform Guidance (2 CFR 200), Michigan state law and regulations, and/or the terms and conditions of this award, as applicable, shall be returned to the State of Michigan. Should any grant funds that are provided by the State of Michigan under this agreement found to be based on incomplete, inaccurate, nonqualifying, or fraudulent information, in whole or in part, all grant funds provided to the recipient shall be returned to the State of Michigan. SLFRFs provided by the State of Michigan must adhere to the US Department of Treasury's Interim and Final Rule, and such other federal regulations and federal guidance as may be issued regarding use of funds, eligible expenditures and proper grant administration. In accordance with the Uniform Guidance (including but not limited to, sections §200.332 and §§200.339-200.343), the State of Michigan reserves the right to monitor the recipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the grant agreement and return of funds previously provided to the recipient. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.

44. The GRANTEE will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality in accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a).

45. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

46. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.

47. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

48. The rights of the DEPARTMENT under this Agreement shall continue through and until the expiration of the twenty-year useful life period.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is attached.

SAMPLE RESOLUTION
(Development)

Upon motion made by ______________________________, seconded by ________________________, the following Resolution was adopted:

"RESOLVED, that ____________________________, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the ______________________________ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide ___________________________($_____________) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: ________________
The following nay votes were recorded: ________________

STATE OF MICHIGAN)
) ss
COUNTY OF ____________)

I, _______________________________, Clerk of the ___________________________, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the ______________________________ at a meeting held ________________________.

____
Signature

____
Title

____
Date

Appendix A
CFR 200.331 ï 200.333 Subrecipient Pass-through Monitoring and Management Requirements

A. GRANTEE shall ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

1. Federal award identification.

    a. Subrecipient name (which must match the name associated with its unique entity identifier)

    b. Subrecipient's unique entity identifier

    c. Federal Award Identification Number (FAIN)

    d. Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency

    e. Subaward Period of Performance Start and End Date

    f. Subaward Budget Period Start and End Date

    g. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient

    h. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation

    i. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

    j. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

    k. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

    l. Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement

    m. Identification of whether the award is R&D; and

    n. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

2. All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award

3. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports

4. (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

    a. The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

b. The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

5. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and

6. Appropriate terms and conditions concerning closeout of the subaward.

B. GRANTEE shall evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

1. The subrecipient's prior experience with the same or similar subawards;

2. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program

3. Whether the subrecipient has new personnel or new or substantially changed systems; and

4. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C. GRANTEE shall consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

D. GRANTEE shall monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

1. Reviewing financial and performance reports required by the pass-through entity.

2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

3. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

4. The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

E. Depending upon the pass-through entity’s assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

1. Providing subrecipients with training and technical assistance on program-related matters; and

2. Performing on-site reviews of the subrecipient's program operations;

3. Arranging for agreed-upon-procedures engagements as described in § 200.425.

F. GRANTEE shall verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

G. GRANTEE shall consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

H. GRANTEE shall consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

I. Fixed amount subawards, with prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in § 200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

City of Muskegon

RESOLUTION __________

WHEREAS, the City of Muskegon submitted an application to Michigan Department of Natural Resources for a Spark Grant in the amount of $250,000 to replace the City's splash pad located at the Howmet Aerospace Celebration Square and was selected to receive such funding;

NOW, THEREFORE LET IT BE RESOLVED, that the City of Muskegon does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Muskegon does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Twenty Four Thousand Dollars and No Cents ($24,000.00) to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

Motion made by Commissioner ______________ and seconded by Commissioner __________________.

Ayes:
Nayes:
Absent:

Motion Approved.
STATE OF MICHIGAN)
) ss
COUNTY OF ____________)

I, Ann Meisch, Clerk of the City of Muskegon, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the City of Muskegon at a meeting held on _______________________________.

____
Signature

____
Title

____
Date

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: Rezoning of 417 Jackson Ave
Submitted By: Mike Franzak	Department: Planning Department
Brief Summary: Staff-initiated request to rezone the property at 417 Jackson Ave from R-1, Low Density Single-Family Residential to Form Based Code, Neighborhood Core.	
Detailed Summary & Background: The Planning Commission unanimously recommended approval of the rezoning at their August 10 meeting.	
Goal/Focus Area/Action Item Addressed: Goal 2: Economic Development, Housing & Business/Increase Variety of Housing Types.	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ■
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ■
Recommended Motion: To approve the request to rezone property at 417 Jackson Ave from R-1, Low Density Single-Family Residential to Form Based Code, Neighborhood Core.	
Approvals: Immediate Division Head ■ Information Technology ☐ Other Division Heads ■ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ■

PLANNING COMMISSION PACKET EXCERPT

August 10, 2023

Hearing, Case 2023-21: Staff-initiated request to rezone the property at 417 Jackson Ave from R-1, Low Density Single-Family Residential to Form Based Code, Neighborhood Core.

SUMMARY

1. The property is currently zoned R-1, Low-Density Single-Family Residential. The seven-acre lot contains the former Froebel School building that measures 22,614 sf.
2. Staff is proposing to rezone the property in order to allow for the renovation of the former Froebel School building into affordable residential apartments. The condition of the building is deteriorating quickly and must be redeveloped soon to avoid demolition. Staff has shown the building to numerous developers over the years and has finally found an entity that is capable of its renovation.
3. The Form Based Code, Neighborhood Core designation allows a variety of housing options, ranging from rowhouses to large multiplexes, with a maximum height of five stories. This context area allows for large multiplex buildings, which this existing building would be considered if it were renovated to residential. This is the least-intense context area that allows for small multiplexes.
4. The eastern and southern edges of this property have severe development limitations since there is a lack of infrastructure to support new buildings. The topography of the site does not allow for the installation of new infrastructure without a costly lift station. Development of the southern and eastern edges of the property are unlikely.
5. Notice was sent to all properties within 300 feet of this address. At the time of this writing, staff had not received any comments from the public.

417 Jackson Ave

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

2005.08 NEIGHBORHOOD CORE (NC) CONTEXT AREA

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

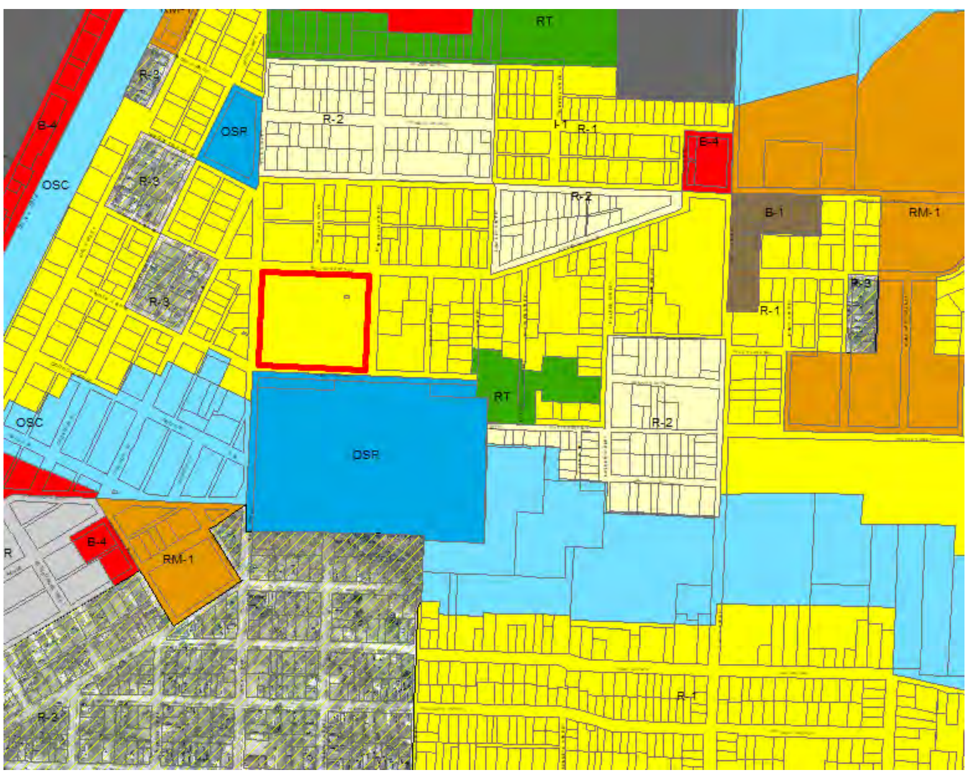
BUILDING TYPE WITH FRONTAGE OPTION		NEIGHBORHOOD CORE (NC) CONTEXT AREA		
		PERMITTED IN CONTEXT AREA	BUILDING HEIGHT	BUILDING LOT SIZE
MIXED-USE BUILDING TYPE	with STOREFRONT	By Right	5 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with BALCONY	By Right	5 story max.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

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

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

Aerial Map

Zoning 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 417 Jackson Ave from R-1 to FBC, NC

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 417 Jackson Ave from R-1 to FBC, NC.

This ordinance adopted:

Ayes:____

Nayes:____

Adoption Date:______________________________

Effective Date:______________________________

First Reading:_______________________________

Second Reading:_____________________________

CITY OF MUSKEGON

By: ___________________________

Ann Meisch, MMC

City Clerk

CERTIFICATE (Rezoning 417 Jackson Ave from R-1 to FBC, NC)

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 22nd 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: ___________________, 2023 ________________________________

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on August 22, 2023, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 417 Jackson Ave from R-1 to FBC, NC:

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

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

Published ____________________, 2023

By ___________________________

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: Rezoning of 1225 E Laketon Ave
Submitted By: Mike Franzak	Department: Planning Department
Brief Summary: Request to rezone the property at 1225 E Laketon Ave from I-2, General Industrial to B-4, General Business, by Tread Monkey, LLC.	
Detailed Summary & Background: The Planning Commission unanimously recommended approval of the rezoning at their August 10 meeting.	
Goal/Focus Area/Action Item Addressed: Goal 2: Economic Development, Housing & Business	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ■
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ■
Recommended Motion: To approve the request to rezone the property at 1225 E Laketon Ave from I-2, General Industrial to B-4, General Business.	
Approvals: Immediate Division Head ■ Information Technology ☐ Other Division Heads ■ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ■

PLANNING COMMISSION PACKET EXCERPT

August 10, 2023

Hearing, Case 2023-18: Request to rezone the property at 1225 E Laketon Ave from I-2, General Industrial to B-4, General Business, by Tread Monkey, LLC.

SUMMARY

1. The property is zoned I-2, General Industrial and is located at the northern edge of the Medendorp Industrial Center.
2. The applicant is seeking a rezoning in order to allow Tread Monkey (tire changing business) to locate there. They specialize in chaining tires at the scene, but would like to provide a physical location as well.
3. The B-4 district allows auto repair and similar businesses as long as work is done in a completely enclosed building. The building on site will not accommodate this type of use, but the applicant intends on building a small structure in which they will change tires. There appears to be adequate space to do so in front of the existing building.
4. Please see the enclosed ordinance excerpt for B-4, General Business districts.
5. Notice was sent to all properties within 300 feet of this address. At the time of this writing, staff had not received any comments from the public.

1225 E Laketon Ave

Aerial Map

Zoning 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 1225 E Laketon Ave from I-2 to B-4

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 1225 E Laketon Ave from I-2 to B-4.

CITY OF MUSKEGON SEC 33 T10N R16W E 197 FT OF W 230 FT OF S 178 FT OF N 244 FT OF NW 1/4 OF NE 1/4 EXC E 3 FT OF S 50 FT TH'OF

This ordinance adopted:

Ayes:____

Nayes:____

Adoption Date:_______________________________

Effective Date:_______________________________

First Reading:________________________________

Second Reading:______________________________

CITY OF MUSKEGON

By: ___________________________

Ann Meisch, MMC

City Clerk

CERTIFICATE (Rezoning 1225 E Laketon from I-2 to B-4)

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 22nd 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: ___________________, 2023 ________________________________

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on August 22, 2023, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 1225 E Laketon Ave from I-2 to B-4:

CITY OF MUSKEGON SEC 33 T10N R16W E 197 FT OF W 230 FT OF S 178 FT OF N 244 FT OF NW 1/4 OF NE 1/4 EXC E 3 FT OF S 50 FT TH'OF

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

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

Published ____________________, 2023

By ___________________________

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: Rezoning of several properties on Myrtle Ave, Allen Ave, and Jay St in the Angell Neighborhood
Submitted By: Mike Franzak	Department: Planning Department
Brief Summary: Request to rezone the following parcels from R-3, High Density Single Family Residential to Form Based Code, Neighborhood Core: 139 Myrtle Ave; 140/148/158/168/174/186 Allen Ave, 159/169/185 Amity Ave; and 923 Jay St, by Spire Development	
Detailed Summary & Background: The Planning Commission unanimously recommended approval of the rezoning at their August 10 meeting.	
Goal/Focus Area/Action Item Addressed: Goal 2: Economic Development, Housing & Business/Increase Variety of Housing Types.	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ■
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ■
Recommended Motion: To approve the request to rezone 139 Myrtle Ave; 140/148/158/168/174/186 Allen Ave, 159/169/185 Amity Ave; and 923 Jay St from R-3, High Density Single Family Residential to Form Based Code, Neighborhood Core.	
Approvals: Immediate Division Head ■ Information Technology ☐ Other Division Heads ■ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ■

PLANNING COMMISSION PACKET EXCERPT

August 10, 2023

Hearing, Case 2023-19: Request to rezone the following parcels from R-3, High Density Single Family Residential to Form Based Code, Neighborhood Core: 139 Myrtle Ave; 140/148/158/168/174/186 Allen Ave, 159/169/185 Amity Ave; and 923 Jay St, by Spire Development.

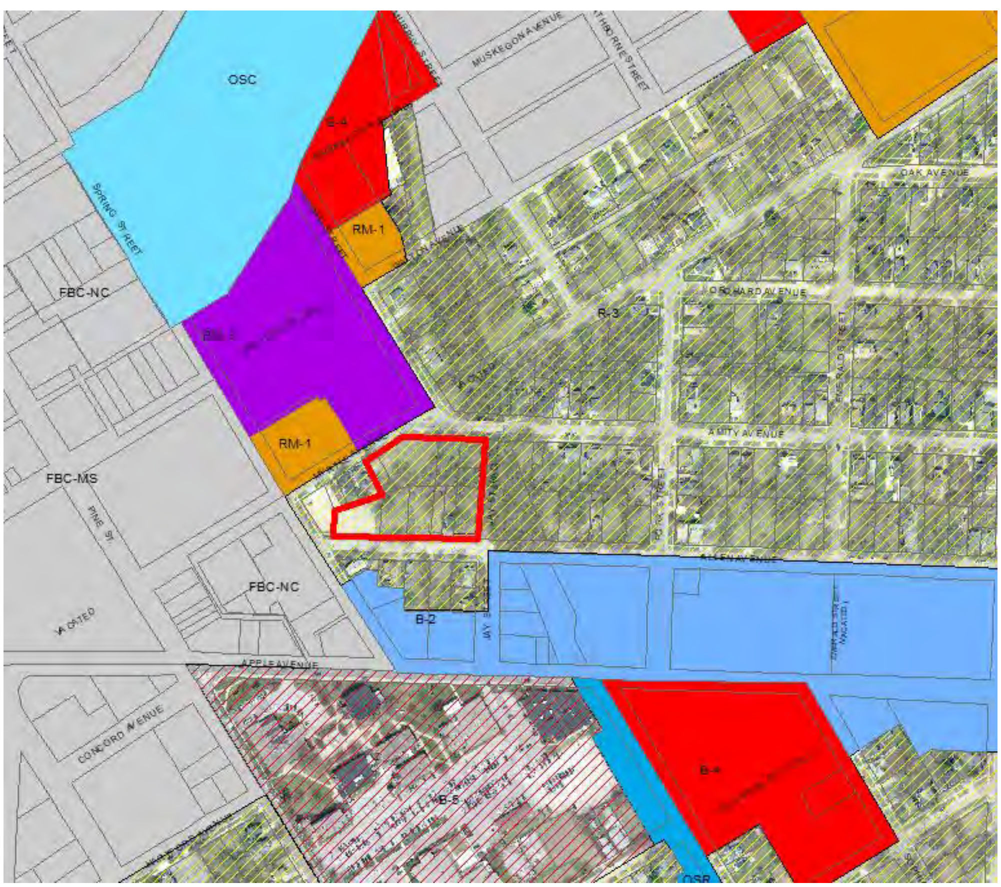
SUMMARY

1. The properties are all zoned R-3, High-Density Single-Family Residential, but are located between higher-density developments. The lots combined total about 2.2 acres.
2. The applicant is seeking a rezoning in an effort to construct affordable residential apartments. The numbers of units could range between 50-100 as the details are still being finalized.
3. The Form Based Code, Neighborhood Core designation allows a variety of housing options, ranging from rowhouses to large multiplexes, with a maximum height of five stories.
4. Most of the houses in this area have been demolished, with only a few remaining. There are no houses remaining on the lots involved with the request.
5. Notice was sent to all properties within 300 feet of this address. At the time of this writing, staff had not received any comments from the public.

Project area with Bayview Tower located just to the north

Aerial Map

Zoning Map



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

2005.08 NEIGHBORHOOD CORE (NC) CONTEXT AREA

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

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

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

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

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO.________

An ordinance to amend the zoning map of the City to provide for a zone change for 139 Myrtle Ave, 140/148/158/168/174/186 Allen Ave, 159/169/185 Amity Ave and 923 Jay St from R-3 to FBC, NC

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 139 Myrtle Ave, 140/148/158/168/174/186 Allen Ave, 159/169/185 Amity Ave and 923 Jay St from R-3 to FBC, NC.

This ordinance adopted:

Ayes:____

Nayes:____

Adoption Date:______________________

Effective Date:______________________

First Reading:______________________

Second Reading:____________________

CITY OF MUSKEGON

By: ___________________________

Ann Meisch, MMC

City Clerk

CERTIFICATE

(Rezoning139 Myrtle Ave, 140/148/158/168/174/186 Allen Ave, 159/169/185 Amity Ave and 923 Jay St)

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 22nd 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: ___________________, 2023 ________________________________

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on August 22, 2023, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 139 Myrtle Ave, 140/148/158/168/174/186 Allen Ave, 159/169/185 Amity Ave and 923 Jay St from R-3 to FBC, NC.

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

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

Published ____________________, 2023

By ___________________________

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: Amendment to the zoning ordinance – fencing – 2nd Reading
Submitted By: Mike Franzak	Department: Planning
Brief Summary: This is a staff-initiated request to amend the fencing ordinance to clarify the types of fences allowed.	
Detailed Summary & Background: This is an effort to improve the quality of fences erected throughout the City. The Planning Commission unanimously recommended approval of the amendment.	
Goal/Focus Area/Action Item Addressed: Goal 2: Economic development, housing and business.	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ■
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ■
Recommended Motion: To approve the request to amend the fencing ordinance as proposed.	
Approvals: Immediate Division Head ■ Information Technology ☐ Other Division Heads ■ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☐

Planning Commission Packet Excerpt - July 13, 2023

Hearing, Case 2023-15: Staff initiated request to amend Section 2333 of the zoning ordinance to modify the requirements on fencing.

SUMMARY

1. Staff is proposing certain modifications to Section 2333 (Landscaping, Fencing, Walls, Screens and Lighting) of the zoning ordinance.
2. The amendments clarify which types of fencing are allowed. Vinyl is typically an acceptable type of stockade fence. Picket, split-rail, and wrought iron are also acceptable types of open fencing that is typically allowed. Specifically identifying these types of allowed fences will assist staff with enforcement on home-made fencing.
3. Staff has proposed to prohibit metal slats and screening tarps that can be incorporated into chain link or other types of fencing. These measures rarely assist in screening and usually become a blight.

Proposed Ordinance

12. Fencing, all Districts: The placement of a fence requires a development permit or site plan approval. Fencing shall be properly maintained. Fencing materials used shall consist of the following:

    a. Wood or vinyl stockade fences of standard commercial construction. The finished side of the fence shall face abutting properties.

    b. Open fences such as chain link, picket, split-rail, and wrought iron fencing. . Woven slats, mesh, and other screening materials are prohibited with these fencing types.

    c. Masonry walls designed and constructed to facilitate maintenance and not modifying natural drainage in such a way as to endanger adjacent property that is of standard commercial construction.

13. Placement: A wall, fence or yard enclosure may be erected on the lot line.

14. Height limitations: [amended 10/02]

    a. Side and rear yards: In residential districts a wall, fence or yard enclosure may be up to six (6) feet in height behind any building line of a structure which abuts a street (see Figure 2.9).

    b. Front yards: In any residential front yard (in front of any building line of a structure which abuts a street), the height of a fence shall not exceed three (3) feet, unless an open fence (at least 50% transparent) is provided in which case it may be a maximum height of four (4) feet when such fence does not reduce visibility or interfere with clear vision at intersections, alleys and drives. Corner lot exemption: Corner lots may have a six-foot tall fence on the secondary front yard (along the street that does not contain the main entrance to the home) as long as clear vision is maintained.

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend Section 2333 to clarify the types of fences allowed.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 2333 is amended as proposed.

This ordinance adopted:

Ayes:____

Nayes:____

Adoption Date:____

Effective Date:____

First Reading:____

Second Reading:______________________________________

CITY OF MUSKEGON

By: ________________________________
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 22nd day of August 2023, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: ____________________, 2023. ____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on August 22, 2023, the City Commission of the City of Muskegon adopted an ordinance amend the regulations on fences.

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

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

Published ____________________, 2023.

CITY OF MUSKEGON

By ________________________________

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: Amendment to the zoning ordinance – Residential Design Criteria – 2nd Reading
Submitted By: Mike Franzak	Department: Planning
Brief Summary: This is a staff-initiated request to amend the residential design criteria section of the zoning ordinance.	
Detailed Summary & Background: Many of the changes are small and for clarification reasons. Some requirements were removed because they are requirements already listed in the building codes. The removal of storage requirements and house widths on small lots are the biggest proposed changes. The Planning Commission unanimously recommended approval of the amendment.	
Goal/Focus Area/Action Item Addressed: N/A	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ■
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ■
Recommended Motion: To approve the request to amend the residential design criteria ordinance as proposed.	
Approvals: Immediate Division Head ■ Information Technology ☐ Other Division Heads ■ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☐

Planning Commission Packet Excerpt - July 13, 2023

Hearing, Case 2023-16: Staff initiated request to amend Section 2319 of the zoning ordinance to modify the residential design criteria.

SUMMARY

1. Staff is proposing certain modifications to Section 2319 (Residential Design Criteria) of the zoning ordinance. Some changes are minor and are just for clarification.
2. Many of the requirements that are proposed for removal are for redundancy because they are already covered by the building codes. Building codes can also be amended so this will ensure we are following the most recent codes.
3. Some changes were made to clarify between a building unit and the actual building.
4. Staff has proposed the elimination of the 15% storage space requirement. Recent amendments to this section included the requirement for either a garage or shed for every property, so storage should not be an issue. There are also existing codes that prohibit outdoor storage. Storage needs vary by family and requiring more storage than needed can add additional costs to housing.
5. The ordinance currently requires that lots that are at least 35 feet wide have a house that is at least 24 feet wide and lots that are under 35 feet wide must have a house that is at least 20 feet wide. Many city lots are 33 feet wide and staff has seen many challenges when working with developers on developing houses that can fit on these lots. With setback requirements, fire protection requirements and driveway placement, it can be very difficult to properly fit everything on the lot. Staff is proposing to eliminate the minimum width for houses on all lots under 40 feet wide. It should also be noted that many of the 33-foot wide lots are very deep. Elimination of this requirement would allow more flexibility with how houses can be positioned on these narrow lots.

Proposed Ordinance (See attachments for redline version)

<u>SECTION 2319: [RESIDENTIAL DESIGN CRITERIA]</u> [amended 7/98, amended 4/00, amended 8/01, amended 4/02, amended 3/05,amended 8/06, amended 3/07]

It is the intent and purpose of this section to establish design review standards and controls over housing development in the City of Muskegon. It is recognized that there are unique design aspects inherent in the community appearance that need to be preserved and enhanced. The adoption of these criteria will guide and ensure that all future growth and fits with the unique vernacular of the City of Muskegon's urban setting. A positive community image: enhances economic development opportunity; safeguards property values; curbs blight and deterioration; and enhances public safety and welfare.

All single-family houses, duplexes, rowhouses and small multiplexes (3-6 units), other than a mobile home located in a licensed mobile home park approved under the provisions of Article V, MHP Mobile Home Park Districts, shall conform to the following regulations in addition to all other regulations of this Ordinance:

1. Each dwelling unit shall have a minimum living area of five hundred and fifty (550) square feet for a one (1) bedroom dwelling. For each bedroom, an additional 100 square feet shall be provided. This shall be

measured from the outside wall of the unit as described on the site plan.

2. If a principal structure is less than 850 sqft and is to be located on a lot that is large enough to split under the zoning regulations, it must be placed in such a fashion as to allow enough room to split the lot and create an additional buildable lot. The lot does not actually have to be split at the time of construction and may be done at a later date at the property owners' discretion.

3. All buildings located in single family residential districts must comply with Section 400.2 of the zoning ordinance. Multiple family dwellings are only allowed in single-family residential districts if the home has already been altered with prior approval to allow for multiple dwellings. One-family dwellings may not be altered to allow for multiple dwellings, not may new homes be built for multiple dwellings.

4. Roof drainage in the form of a roof overhang of at least twelve inches (12") shall be provided to direct storm or meltwater way from the foundation, unless a gambrel roof or other design elements necessitate an alternative roof drainage system.

5. The building shall have a minimum width across the front elevation view which is the lesser of:

   a. Twenty-four (24) feet on lots that are at least forty feet wide. or
   b. The average width of the homes on the same street, one block in any direction.

6. A structure with a front elevation view of over 40 linear feet shall have a design offset including but not limited to; bay windows, covered porches, or structural offsets from the principal plane of the building.

7. In the case of an attached garage, garage doors may not comprise more than fifty percent (50%) of the width of the front elevation view.

In the event that a dwelling unit is a mobile home as defined herein, it shall be installed with the wheels removed. No dwelling unit shall have any exposed towing mechanism, undercarriage or chassis.

8. The subject building shall be aesthetically compatible in design and appearance with other buildings on the same street, one block in any direction. The review shall include but not necessarily be limited to: roof pitch, scale, size, mass, minimum transparency, orientation to the street, and overhangs. The foregoing shall not be construed to prohibit innovative design concepts involving such matters as (but not limited to) solar energy, view, or unique land contour.

9. The compatibility of design and appearance shall be determined in the first instance by the Zoning Administrator upon review of the plans submitted for a particular building. The Zoning Administrator's decision may be appealed, to the Zoning Board of Appeals within a period of fifteen (15) days from the receipt of notice to the official's decision.

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

11. Each building shall have a garage or a shed providing a minimum of sixty-four square feet (64 sq. ft.) of storage

All dwelling units within large multiplexes (6 units and above), mixed-use buildings and accessory dwelling units shall conform to the following regulations in addition to all other regulations of this Ordinance:

1. Each dwelling unit shall have a minimum size (excluding all basement area) of 375 sqft. For each bedroom, an additional 100 square feet shall be provided. This shall be measured from the outside wall of the unit as described on the site plan.

2. All buildings located in single family residential districts must comply with Section 400.2 of the zoning ordinance. Multiple family dwellings are only allowed in single-family residential districts if the home has already been altered with prior approval to allow for multiple dwellings. One-family dwellings may not be altered to allow for multiple dwellings, not may new homes be built for multiple dwellings.

3. Roof drainage in the form of a roof overhang of at least twelve inches (12") shall be provided to direct storm or meltwater way from the foundation, unless a gambrel roof or other design elements necessitate an alternative roof drainage system.

4. In the case of an attached garage, garage doors may not comprise more than fifty percent (50%) of the front elevation view.

The subject building shall be aesthetically compatible in design and appearance with other buildings on the same street, one block in any direction. The review shall include but not necessarily be limited to: roof pitch, scale, size, mass, minimum transparency, orientation to the street, and overhangs. The foregoing shall not be construed to prohibit innovative design concepts involving such matters as (but not limited to) solar energy, view, or unique land contour.

5. Each building shall have an established vegetative ground cover no less than 12 months after occupancy. A minimum of one shade tree, two and one-half inches (2.5") in diameter, four feet (4') from the ground or one six foot (6') evergreen tree shall be provided. Existing landscaping may be accepted in lieu of this requirement.

6. Each building shall have a garage or a shed providing a minimum of sixty-four square feet (64 sq. ft.) of storage.

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend Section 2319 of the zoning ordinance to modify the residential design criteria.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 2319 is amended as proposed.

This ordinance adopted:

Ayes:____

Nayes:____

Adoption Date:____

Effective Date:____

First Reading:____

Second Reading:____

CITY OF MUSKEGON

By: ________________________________

Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 22nd day of August 2023, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: ____________________, 2023. ____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on August 22nd, 2023, the City Commission of the City of Muskegon adopted an ordinance amend the residential design criteria.

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

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

Published ____________________, 2023.   CITY OF MUSKEGON

By ________________________________

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: 30” Water Main Meter
Submitted By: Joe Buthker	Department: DPW - Filtration

Brief Summary: An amendment to the Cost Sharing Agreement between the City of Muskegon and Muskegon County to permit the City to install a water meter on the 30” water main near the Water Filtration Plant.

Detailed Summary & Background: A 30” water main was recently constructed from the Water Filtration Plant to the Muskegon Channel. While the primary purpose of this water main was to provide a second connection to the Muskegon County Northside water system, it also serves the City of Muskegon’s water system. An existing water meter near the channel measures all water flow into the County water system, but it does not capture any water flow into the City. Installing a water meter near the Water Filtration Plant will measure all the water flowing through this main, including the currently unmetered water flowing into the City. Metering this water as it leaves the Water Filtration Plant is critical to overseeing water plant operations, managing the water fund, and ensuring regulatory compliance. The construction phase of this project is expected to begin this fall, and staff will return to the Commission at a later date for approval of the construction contract.

An amendment to the original agreement between the City and the County is required to permit the City to install, operate, and maintain the water meter on the county-owned water main. Upon approval from the City Commission, the amendment will be presented to the Muskegon County Board of Public Works for approval.

Goal/Focus Area/Action Item Addressed: *Identify specific major capital projects across all departments.2022-4.1*

Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ■
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ■

Recommended Motion: Authorize the Mayor and Clerk to sign the First Amendment to Cost Sharing Agreement.

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

FIRST AMENDMENT TO COST SHARING AGREEMENT

This First Amendment ("First Amendment") to the Cost Sharing Agreement ("Agreement") dated as of 2019 by the County of Muskegon through its Board of Public Works ("County"), 1903 Marquette Avenue, Muskegon, Michigan 49442 and the City of Muskegon ("City"), 933 Terrace Street, Muskegon, Michigan 49440, is effective as of September 1, 2023. The parties agree:

1. The County and the City are parties to the Agreement. This First Amendment supplements and amends the Agreement.

2. Per the Agreement, the City of Muskegon utilizes the 30-inch County watermain to serve City customers via connections to the 30-inch watermain south of the Channel along Beach Street. Water usage by the County through this main is determined using a flow meter located north of the connections to the City of Muskegon and South of the Channel.

3. As currently configured, the City is unable to measure the flow through the 30-inch County watermain that is delivered to City customers. Therefore, the following provisions amend and supplement the Agreement:

   a. Add Subsection 1.6 to 1.0 COMMITMENTS BY THE COUNTY as follows:

   1.6 The County agrees to allow the placement by the City of a flow meter in the 30-inch County watermain near the connection to the City of Muskegon watermain per the attached Exhibit. The County grants the City permission to install the meter and associated control and power wiring from the meter to the City Water Filtration Plant. The County recognizes that this meter will be owned, operated, and maintained by the City of Muskegon.

   b. Add Subsection 2.7 to 2.0 COMMITMENTS BY THE City as follows:

   2.7 The City agrees, at its cost, to install, operate and maintain a meter in the 30-inch County watermain near the connection to the City of Muskegon main per the attached Exhibit. The City will allow the County access to the meter vault if needed to check on pipe integrity or for other reasonable purposes. The City will give notice to the County prior to commencement of installation.

4. Except as specifically modified in this First Amendment, the Agreement remains in full force and effect.

Signature Page Follows

MUSKEGON COUNTY
BOARD OF PUBLIC WORKS

By: ________________________________
Print Name: Darrell Paige
Its: Board Chair

And By: ______________________________
Print Name: Brenda Moore
Its: Board Secretary

CITY OF MUSKEGON

By: ________________________________
Print Name: Ken Johnson
Its: Mayor

And by: ______________________________
Print Name: Ann Meisch
Its: Clerk

86083:00026:7306336-1

2019-59 (G)

COST SHARING AGREEMENT

THIS COST SHARING AGREEMENT ("Agreement") is made and entered into as of July ____________, 2019, among the COUNTY OF MUSKEGON by and through its Board of Public Works, 990 Terrace St., Muskegon, MI ("County"), and the CITY OF MUSKEGON, 933 Terrace St., Muskegon, MI ("City") in order to confirm certain rights and obligations relating to the development and utilization of a 30-inch water line.

DEFINITIONS:

As used in this Agreement, certain terms have the following definitions:

A. *City of Muskegon (or City)*: means the duly adopted municipal entity known as the City of Muskegon.

B. *County of Muskegon (or County)*: means the County of Muskegon by and through its Board of Public Works.

C. *City of Muskegon Filtration Plant*: means the filtration plant located at 1900 Beach Street, Muskegon, Michigan.

D. *Beach Street right-of-way*: means right-of-way commonly known as Beach Street located in the City of Muskegon running northerly from the water filtration plant to the boundary of the City of Muskegon at the edge of the Channel.

E. *Channel*: means the channel between Muskegon Lake and Lake Michigan.

F. *Project:* means the engineering and installation of a 30-inch water main from the City of Muskegon Filtration Plant north to the Channel.

G. *Water Supply Agreement:* means the Agreement for Municipal Water Supply dated October 1, 2012, as amended in the First Amendment to Agreement for Municipal Water Supply dated October 23, 2018, which may be further amended from time to time by the parties to that Agreement.

RECITALS:

This Agreement is based upon the following facts and circumstances:

A. The County wishes to install and operate a 30-inch water main from the City of Muskegon Filtration Plant within the Beach Street right-of-way.

B. The City wishes to utilize the 30-inch water main after installation.

C. The County agrees to pay certain costs related to the Project and the City agrees to pay certain costs of road removal and reconstruction related to the Project.

D. The City of Muskegon wishes to permit the installation and construction of the Project within the Beach Street right-of-way.

NOW, THEREFORE, in consideration of the warrants, representations, covenants and agreements set forth herein, and for other good and valuable consideration, and receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1.0 COMMITMENTS BY THE COUNTY.

1.1 The County or its designees will perform and install the Project.

1.2 The County will install, own, operate and maintain the 30-inch line.

1.3 The County will permit the City of Muskegon and its customers to use the 30-inch water line so long as the use does not interfere with the City's obligation to provide the amounts of water required under the Water Supply Agreement.

1.4 The County agrees that all water customers within the corporate limits of the City located north of the Channel will be customers of the County.

1.5 The County will pay for the Project, including installation of the 30-inch main, except as provided in Sections 2.3 and 2.4, below.

2.0 COMMITMENTS BY THE CITY.

2.1 The City shall permit the Project to occur within the Beach Street right-of-way.

2.2 The City understands that it may use and connect to the 30-inch water line south of the Channel so long as the use does not interfere with the City's obligation to provide the amounts of water required under the Water Supply Agreement.

2.3 The City agrees to pay all connection costs and other costs, including but not limited to installation, operation, maintenance, and replacement costs, associated with any connection to the 30-inch water line for a City water customer located south of the Channel.

2.4 The City agrees to pay to the County the actual costs of engineering and construction related to the removal and reconstruction of that portion of Beach Street affected by the Project, with the exception of a 15-foot width above the 30-inch main which costs shall be paid by the County.

2.5 The City agrees that all water customers within the corporate limits of the City located north of the Channel will be customers of the County.

2.6 The City agrees to placement of a master meter south of the Channel and grants the County permission to install the meter.

3.0 REPRESENTATIONS AND WARRANTIES OF THE COUNTY AND CITY. The County and City represent and warrant as follows:

3.1 Organization and Powers. The County and City are public bodies corporate duly organized, validly existing and in good standing under the laws of the State of Michigan. The County and City have all requisite corporate power and authority to enter into this Agreement and to carry out and perform all of its covenants and agreements contained herein.

3.2 Authorization. The execution, delivery and performance of this Agreement by the County and City has been duly authorized by all necessary action, pursuant to resolution passed by the County Board of Commissioners and City Commission.

3.3 No Conflict. The execution, delivery and performance by the County or City of this Agreement and consummation of the transactions contemplated hereby do not and will not: (i) violate any provisions of law applicable to it or its ordinances, or any order, judgment or decree of any court or other agency of government binding on it; or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any of its contractual obligations. In addition, nothing in this Agreement is intended to supersede the Water Supply Agreement.

3.4 Governmental Consents. The execution, delivery and performance by the County and City of this Agreement and consummation of the transactions contemplated hereby may require any registration with, consent or approval of or notice to, or other action to, with or by, federal, state or other governmental authority, judicial or regulatory body.

3.5 Binding Obligation. This Agreement, when executed and delivered by the parties, will be a legally valid and binding obligation of the County and City, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4.0 GENERAL

4.1 Governing Law. This Agreement shall be interpreted and construed in accordance with Michigan law, and shall be subject to enforcement only in Michigan courts.

4.2 Survival of Representations, Warranties, Covenants and Agreements. The representations, warranties, covenants and agreements of the County and City contained in this Agreement shall survive the Closing without limitation as to time.

4.3 Notices. Any and all notices and other communications required or permitted to be given hereunder shall be in writing, addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; (iii) by reputable delivery service (including by way of example and not limitation, Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery; or by email, with receipt of the communication being acknowledged by the recipient.

If to the County:	County of Muskegon Administration, 4th Floor 990 Terrace St. Muskegon, Michigan 49442 Attention: Mark Eisenbarth
If to the City:	City of Muskegon 933 Terrace Street Muskegon, Michigan 49440 Attention: Frank Peterson, City Manager
With a Copy To:	Parmenter Law City of Muskegon Corporate Counsel 601 Terrace Street Muskegon, Michigan 49440 Attention: John C. Schrier

4.4 Amendment. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto.

4.5 Entire Agreement. This Agreement, including the agreements and documents referenced herein, contains all agreements between the parties regarding the Project. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties regarding the Project.

4.6 Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.

4.7 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. An executed copy of this Agreement may be delivered by either party by electronic transmission and such execution and delivery shall be considered valid, binding and effective for all purposes.

4.8 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

4.9 Further Assurances. The parties agree to execute such further agreements or instruments as may be reasonably necessary to implement the terms of this Agreement, so long as such agreements or instruments do not amend or modify the terms of this Agreement or either party's obligations hereunder. The parties further covenant to work in good faith to implement the terms of this Agreement, to permit the development of the Project in accordance with the terms hereof, and to meet as and when reasonably required in order to address issues of concern to either party in connection with the development of the Project and the matters contemplated under this Agreement.

4.10 Drafting and Construction. Both parties to this Agreement have participated fully and equally in the negotiation and preparation hereof. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against either party hereto.

4.11 Limitation of Rights to Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any rights of subrogation or action over or against any party to this Agreement.

4.12 Force Majeure. If either party shall be delayed or hindered in or prevented from the performance of any act required of it hereunder by reason of flood, hurricane, cyclone, tornado, earthquake or other similar catastrophe, or acts of God, the public enemy, the government or fires, epidemics, quarantine restrictions, strikes, lock-outs, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations (provided in the case of the County and City, limited to those of other governmental entities), riots, insurrection, war, acts or negligence of the other party of their agents or other reason of like nature not the fault of the party delayed, then the performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective as of the date first above written.

The remainder of this page is left intentionally blank.

MUSKEGON COUNTY
BOARD OF PUBLIC WORKS

Dated: 11/4/19, 2019

By: ______________________
Gary Foster, its Chair

Dated: November 4, 2019

By: Nancy A. Waters
Nancy Waters, Muskegon County Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF MUSKEGON)

The foregoing signatories, Gary Foster and Nancy A. Waters are known to me, respectively, as the Muskegon County Board of Commissioners Chair and Clerk of the County of Muskegon, and they acknowledged the foregoing instrument on behalf of the County this 4th day of November, 2019.

Lisa Chaeko
Notary Public
Muskegon County, Michigan
My Commission Expires: 4-16-23

CITY OF MUSKEGON

Dated: July 31, 2019

By: [signature]
Stephen Gawron, its Mayor

Dated: July 31, 2019

By: [signature]
Ann Marie Meisch, its Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF MUSKEGON)

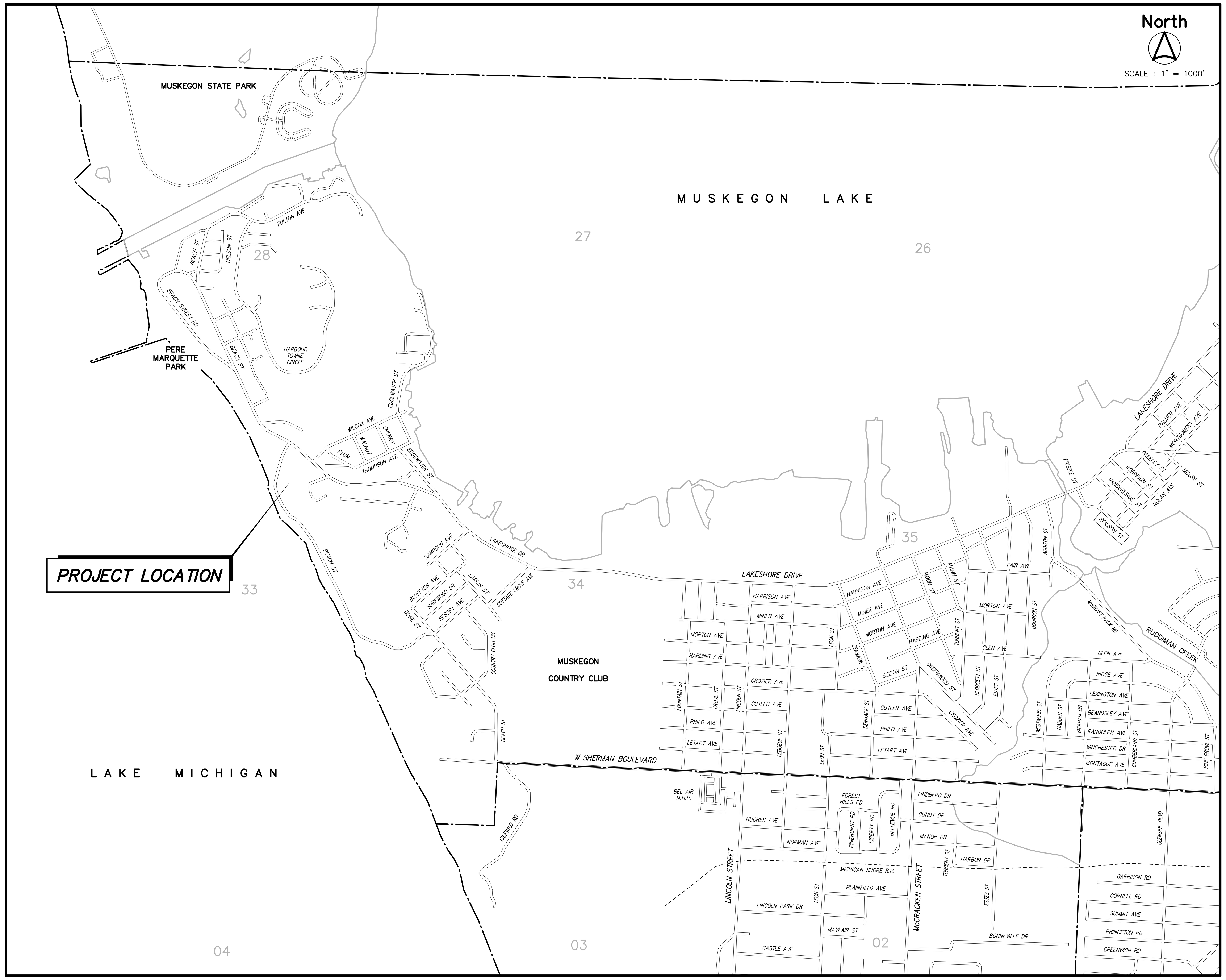
The foregoing signatories, Stephen J Gawron and Ann Marie Meisch are known to me, respectively, as the Mayor and Clerk of the City of Muskegon, and they acknowledged the foregoing instrument on behalf of the County this 31st day of July, 2019.

Kimberly Young
Kimberly Young Notary Public
Muskegon County, Michigan
My Commission Expires: June 7, 2025

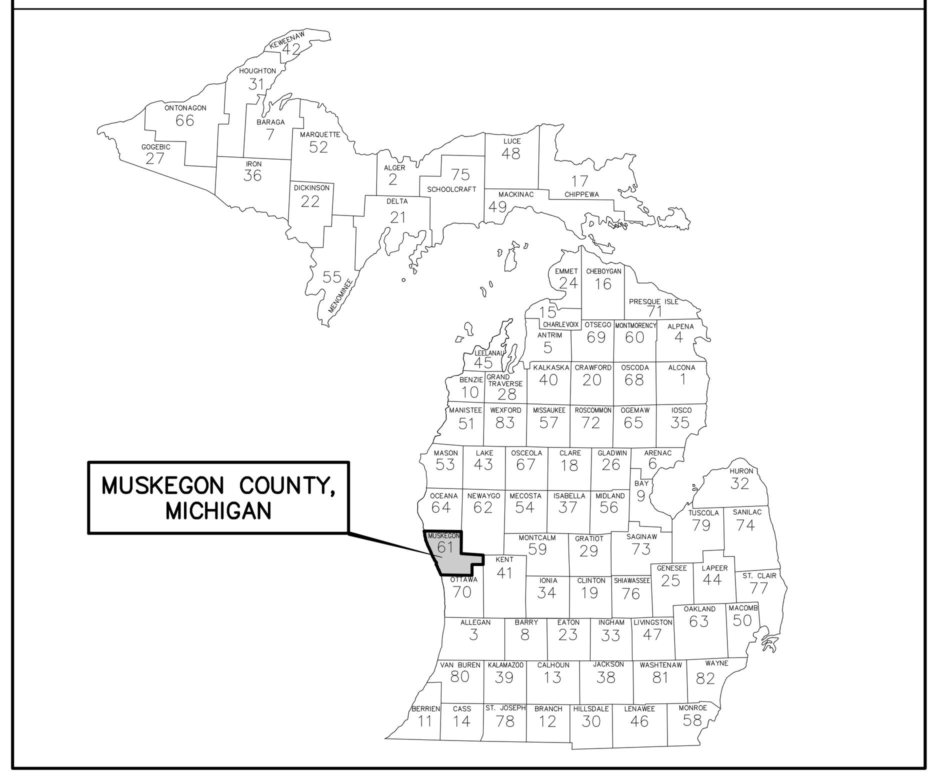
CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

WATER SYSTEM IMPROVEMENTS

WATER FILTRATION PLANT
BEACH STREET TRANSMISSION MAIN FLOW METER



STATE LOCATION MAP



PROJECT DATUM INFORMATION

COORDINATE SYSTEM :	STATE PLANE GRID
ZONE :	MICHIGAN SOUTH 2113
ELLIPSOID :	GRS 80
HORIZONTAL DATUM :	NAD 83 (2011)
VERTICAL DATUM :	NAVD 88
GEOID :	GEOID 18
UNITS :	INTERNATIONAL FEET

PROJECT COMBINED SCALE FACTOR (PCSF) = 0.999923763526
GROUND DISTANCE = GRID DISTANCE/PCSF

GENERAL NOTES

1. CONTRACTOR TO CALL MISS DIG (CALL TOLL FREE 1-800-482-7171) THREE WORKING DAYS BEFORE STARTING YOUR PROJECT. (EXCLUDING WEEKENDS AND HOLIDAYS)
2. CONTRACTOR SHALL PRESERVE ALL GOVERNMENT AND PROPERTY CORNERS.

SOIL EROSION CONTROL NOTES

EROSION CONTROL BLANKET :

SOIL EROSION CONTROL BLANKET SHALL BE REPLACED ON ALL DISTURBED SLOPES THAT ARE 1 ON 3 OR STEEPER AND IN ALL DISTURBED DITCH BOTTOMS.

TEMPORARY SEEDING :

TEMPORARY SEEDING SHALL BE CAST ON ALL DISTURBED AREAS AS DIRECTED BY THE ENGINEER WITHIN 1 WEEK OF DISTURBANCE.

UTILITIES

ELECTRIC-DISTRIBUTION
CONSUMERS ENERGY
700 E STERNBERG RD.
MUSKEGON, MI 49441
PHONE : (231) 332-2682
ATTN: JOEL BROWN
JOEL.M.BROWN@CMSENERGY.COM

STORM SEWER
CITY OF MUSKEGON
1350 E. KEATING AVE.
MUSKEGON, MI 49442
PHONE : (231) 724-6992
ATTN: VERNON BERNDT
VERN.BERNDT@SHORELINECITY.COM

GAS
DTE ENERGY
2359 OLTHOF DR.
MUSKEGON, MI, 49444
PHONE : (231) 777-4034
ATTN: VINCE DUCA
DUCAV@DTEENERGY.COM

COMMUNICATION
FRONTIER COMMUNICATIONS
860 TERRACE ST.
MUSKEGON, MI 49443
PHONE : (231) 727-1319
ATTN: DAVE FLERMOEN
DAVID.B.FLERMOEN@FTR.COM

WATER & SANITARY
CITY OF MUSKEGON
1350 E. KEATING AVE.
MUSKEGON, MI 49442
PHONE : (231) 724-4184
ATTN: DAVE BAKER
DAVE.BAKER@SHORELINECITY.COM

CABLE TELEVISION
COMCAST
700 W. BROADWAY
MUSKEGON, MI 49441
PHONE: (231) 375-5112
ATTN: JON CHARLAND
JONATHAN_CHARLAND@COMCAST.COM

811 Know what's below. Call before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

SHEET INDEX

PRELIMINARY

STATE OF MICHIGAN
PETER W. BRINK ENGINEER
No. 6201051071
LICENSED PROFESSIONAL ENGINEER

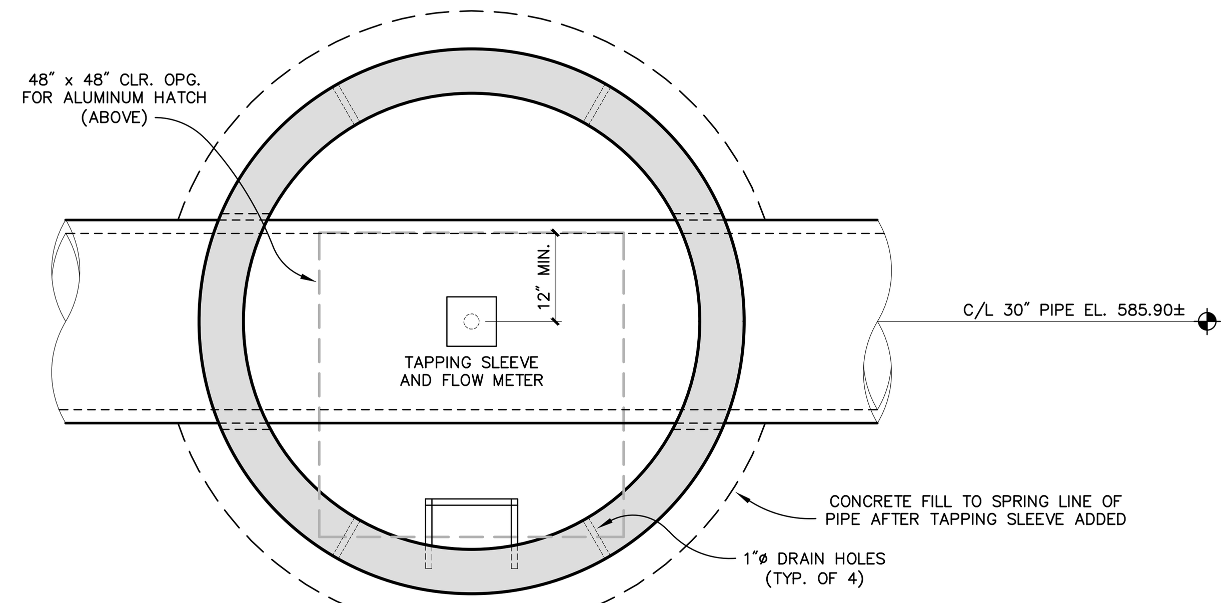
STATE OF MICHIGAN
MATTHEW A. TIPPING ENGINEER
No. 6201043947
LICENSED PROFESSIONAL ENGINEER
ELECTRICAL

Prein&Newhof
Engineers • Surveyors • Environmental • Laboratory

PROJECT NO. 2221055

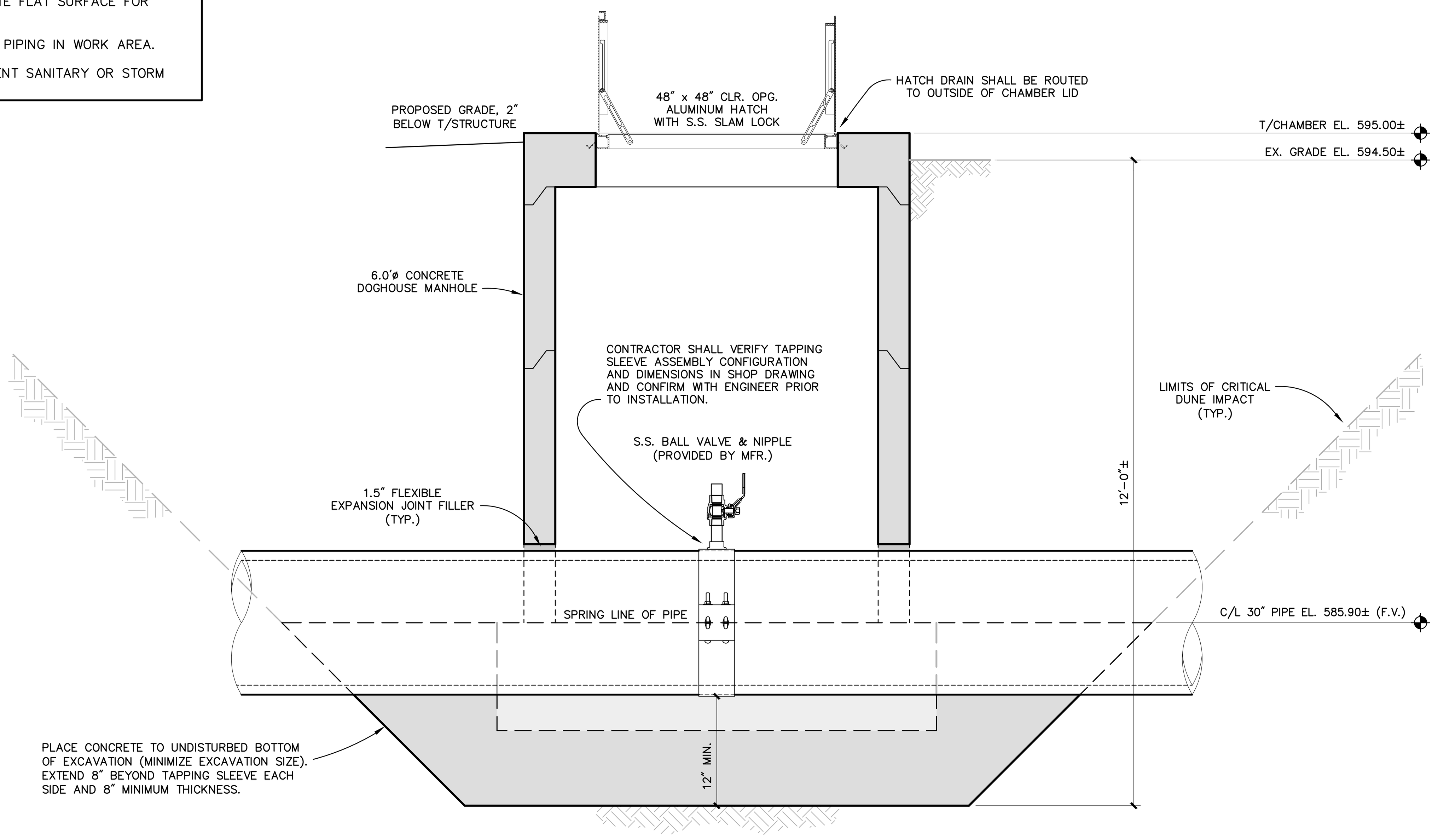
NOTES

1. FIELD VERIFY EXISTING PIPE AND GROUND ELEVATIONS PRIOR TO MANHOLE CONSTRUCTION. FIELD VERIFY OUTSIDE DIAMETER (OD) OF PIPE AND REQUIRED FLOW METER ROD LENGTH PRIOR TO ORDERING FLOW METER.
2. STRUCTURE SHALL BE CONSTRUCTED TO SIX (6) INCHES ABOVE EX. GRADE AND SURROUNDING SAND FEATHERED INTO EXISTING GRADE WITH TWO (2) INCH LIP AT STRUCTURE.
3. COORDINATE TIMING OF TAPPING OPERATIONS WITH WATER TREATMENT PLANT STAFF. TRANSMISSION MAIN CANNOT BE TAKEN OFFLINE DURING CONSTRUCTION. CONTRACTOR SHALL MINIMIZE SIZE OF OPEN EXCAVATION TO PREVENT SHIFTING OF PIPE DURING CONSTRUCTION AND MAINTAIN PIPE INTEGRITY.
4. EXISTING 30-INCH PIPE MATERIAL IS DUCTILE IRON PIPE, PRESSURE CLASS 200 (F.V.).
5. FIELD VERIFY LOCATION OF 45 DEGREE BEND ON 30 INCH PRIOR TO CONSTRUCTION. ENSURE INDICATED MINIMUM INDICATED DISTANCE FROM 45-DEGREE BEND IS MET.
6. LOCATION OF PROPOSED METER MANHOLE MAY BE ADJUSTED FURTHER NORTH IN THE FIELD SUCH THAT METER AND STRUCTURE ARE CENTERED BETWEEN PIPE JOINTS. JOINTS ON EITHER SIDE OF THE PROPOSED STRUCTURE SHALL BE FIELD LOCATED TO ENSURE STRUCTURE IS PLACED IN THE CENTER OF THE TWO JOINTS.
7. TAPPING SADDLE SHALL HAVE TWO (2) INCH NATIONAL PIPE TAPPED (NPT) OUTLET. STAINLESS STEEL BALL VALVE AND NIPPLE PROVIDED BY METER MANUFACTURER SHALL BE USED TO CONNECT METER TO SADDLE.
8. NO STONE OR STONE SUMPS SHALL BE USED IF DEWATERING IS REQUIRED.
9. CONTRACTOR SHALL MINIMIZE EXCAVATION BELOW SPRING LINE OF 30-INCH PIPE. FILL EXCAVATION TO THE SPRING LINE WITH CONCRETE AND CREATE FLAT SURFACE FOR CHAMBER TO SEAL AGAINST.
10. CONTRACTOR SHALL FIELD VERIFY ALL SANITARY AND STORM PIPING IN WORK AREA.
11. CONTRACTOR SHALL TAKE CARE TO AVOID IMPACTING ADJACENT SANITARY OR STORM PIPING AND STRUCTURES DURING CONSTRUCTION.



FLOW METER CHAMBER PLAN

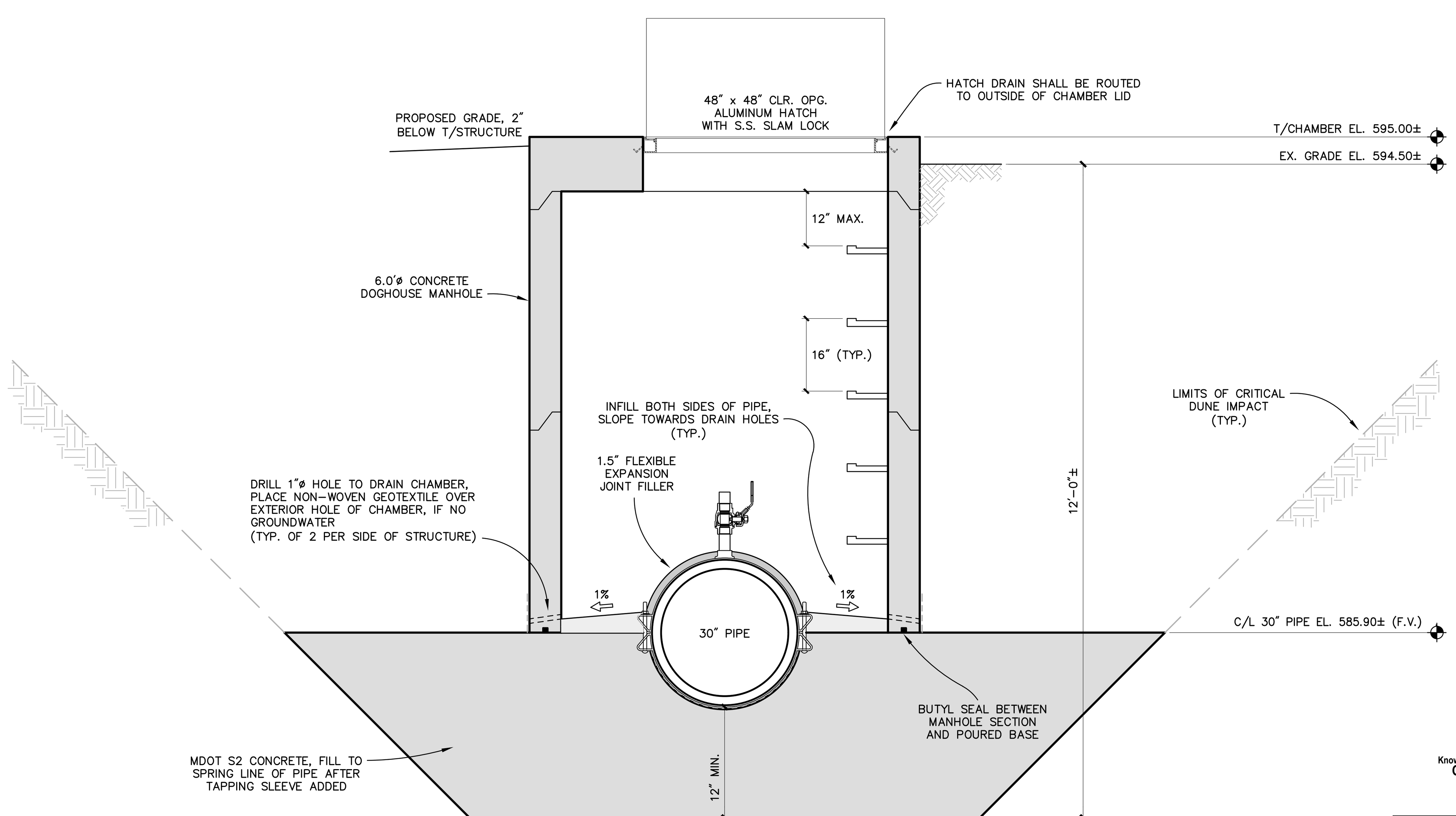
SCALE : NONE



FLOW METER CHAMBER SECTION

(PARALLEL TO PIPE)

SCALE : NONE



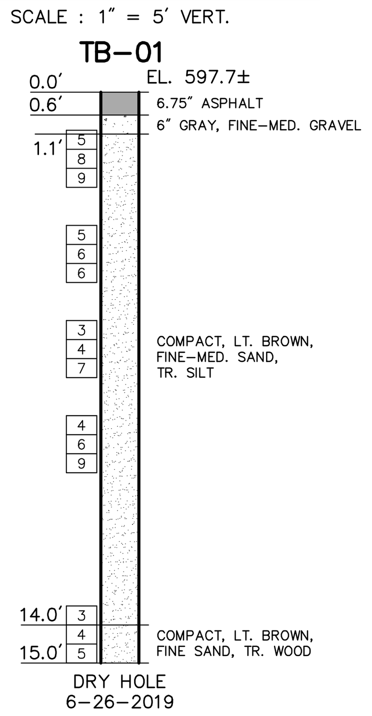
FLOW METER CHAMBER SECTION

(PERPENDICULAR TO PIPE)

SCALE : NONE

SOIL BORING LOG

SCALE : 1" = 5' VERT.



TOTAL CRITICAL DUNE IMPACT

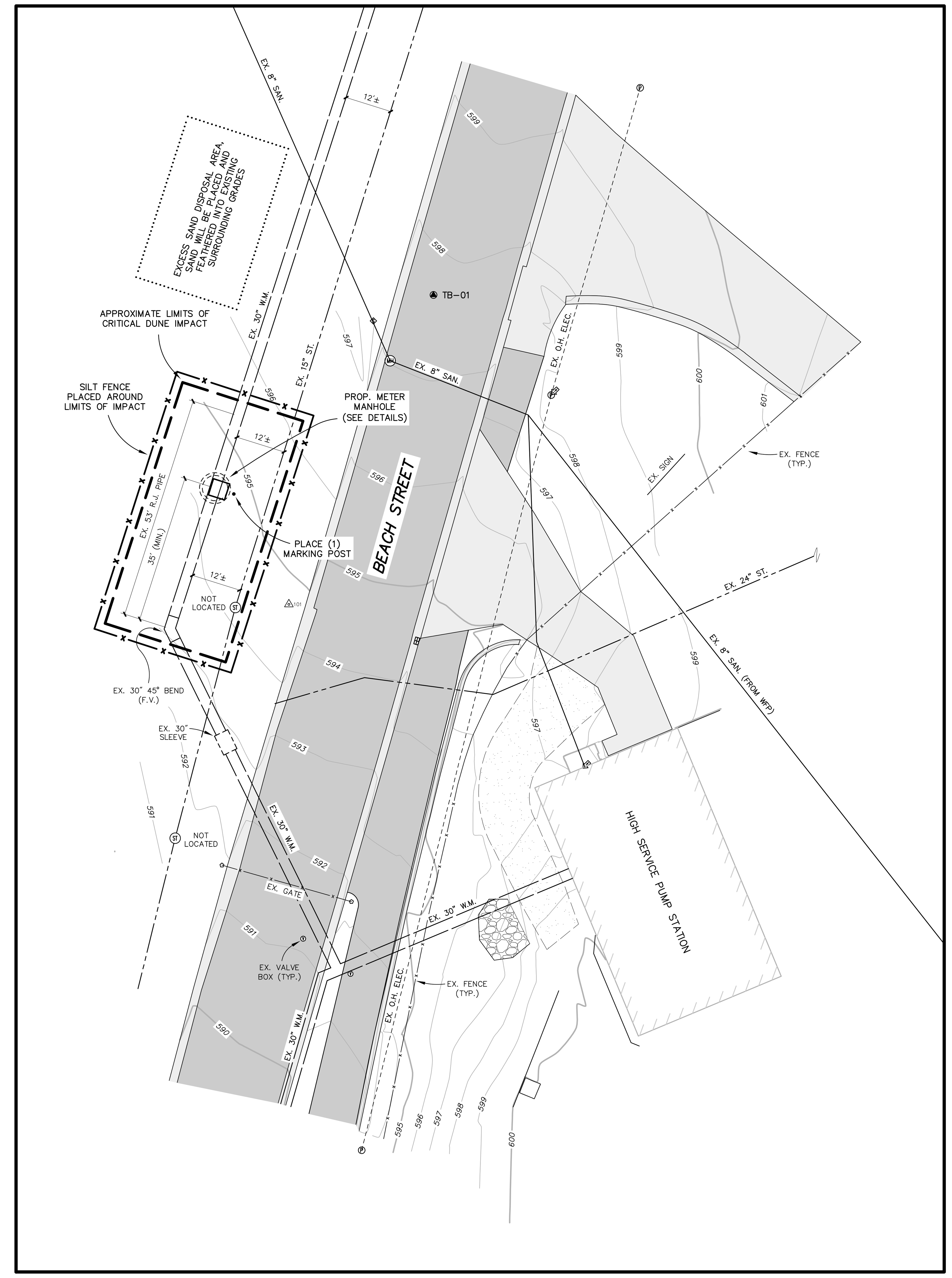
EXCAVATION IN CRITICAL DUNE :
ESTIMATED DEPTH : 10 FEET
ESTIMATED WIDTH : 30 FEET
ESTIMATED LENGTH : 60 FEET
EXCAVATION & FILL AREA : 1,800 SFT.
EXCAVATION & FILL VOLUME : 667 CYD.

B.M. EL. 599.13
WATER FILTRATION PLANT & BEACH STREET
93'± N. OF W.F.P., SET 60d NAIL IN NW. SIDE OF P. POLE (0.67'± A/GRD.)

B.M. EL. 601.99
WATER FILTRATION PLANT (W.F.P.)
N. SIDE OF W.F.P., CONCRETE AT CENTER DOOR

CONTROL POINT TABLE

POINT No.	NORTHING	EASTING	ELEVATION
101	632308.609	12599810.810	594.63
102	632567.648	12599918.660	603.90



PROPOSED SITE PLAN

SCALE : 1" = 20'

North

SITE PLAN NOTES

1. ORDINARY HIGH WATER MARK (OHWM) LIES AT AN ELEVATION OF 580.5'. ENTIRE PROJECT AREA LIES >10 FEET ABOVE THE OHWM.
2. ENTIRE PROJECT AREA LIES WITHIN A CRITICAL DUNE AREA. AREA HAS BEEN DESIGNATED AS BARRIER DUNE FORMATIONS PURSUANT TO 1976 P.A. 222.

811 Know what's below. Call before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

PRELIMINARY

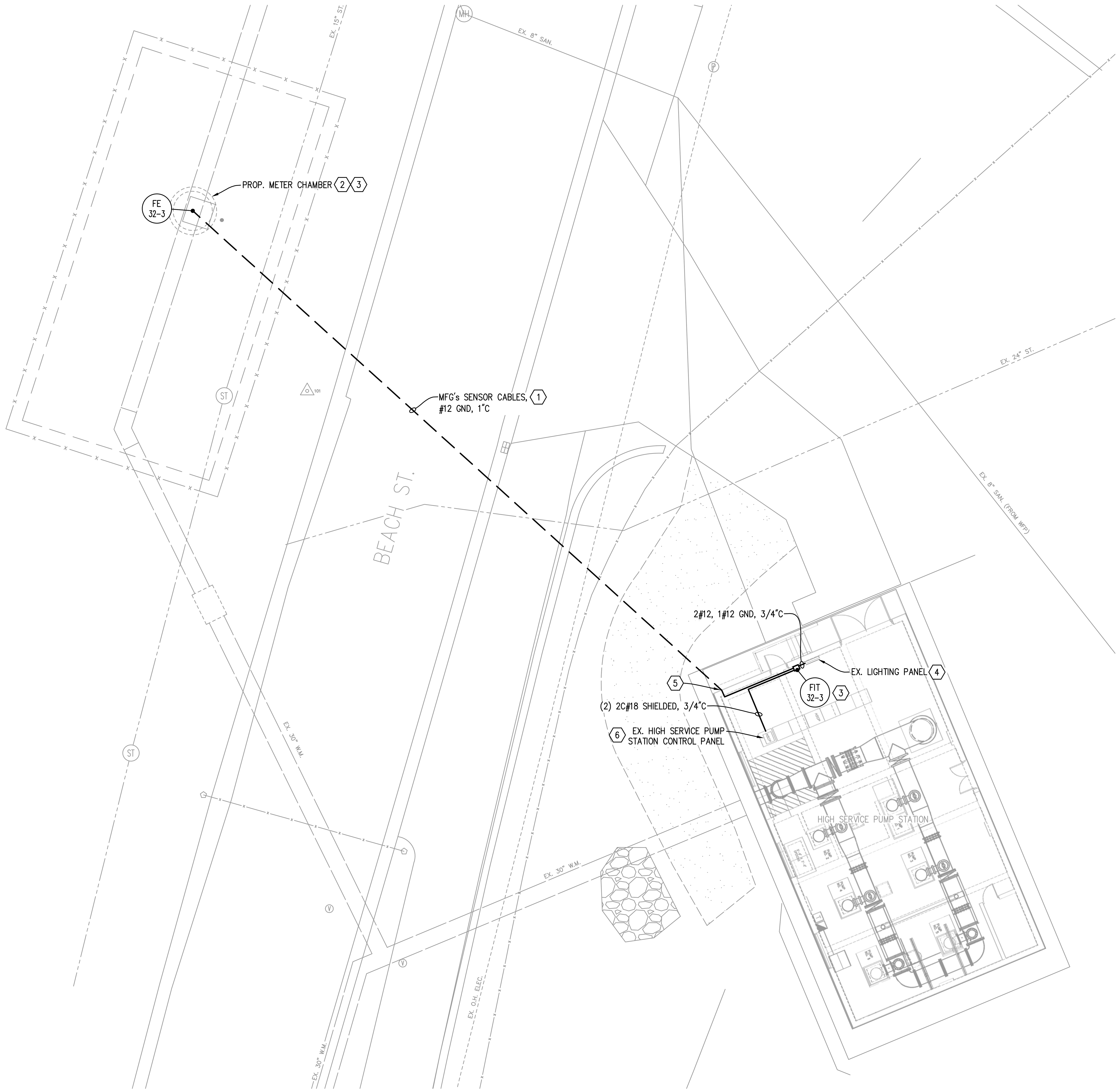
NO.	REVISIONS	BY	DATE

DRAWN: SMYTH
DATE: FEB. '23
CHECKED: P.W.B.
DATE: FEB. '23

Prein&Newhof
Engineers • Surveyors • Environmental • Laboratory

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
WATER FILTRATION PLANT
BEACH STREET TRANSMISSION MAIN FLOW METER
SITE PLAN & DETAILS

PROJECT NO. 2221055
SHEET NO. 2 OF 3



ELECTRICAL SITE PLAN

SCALE : 1" = 10'

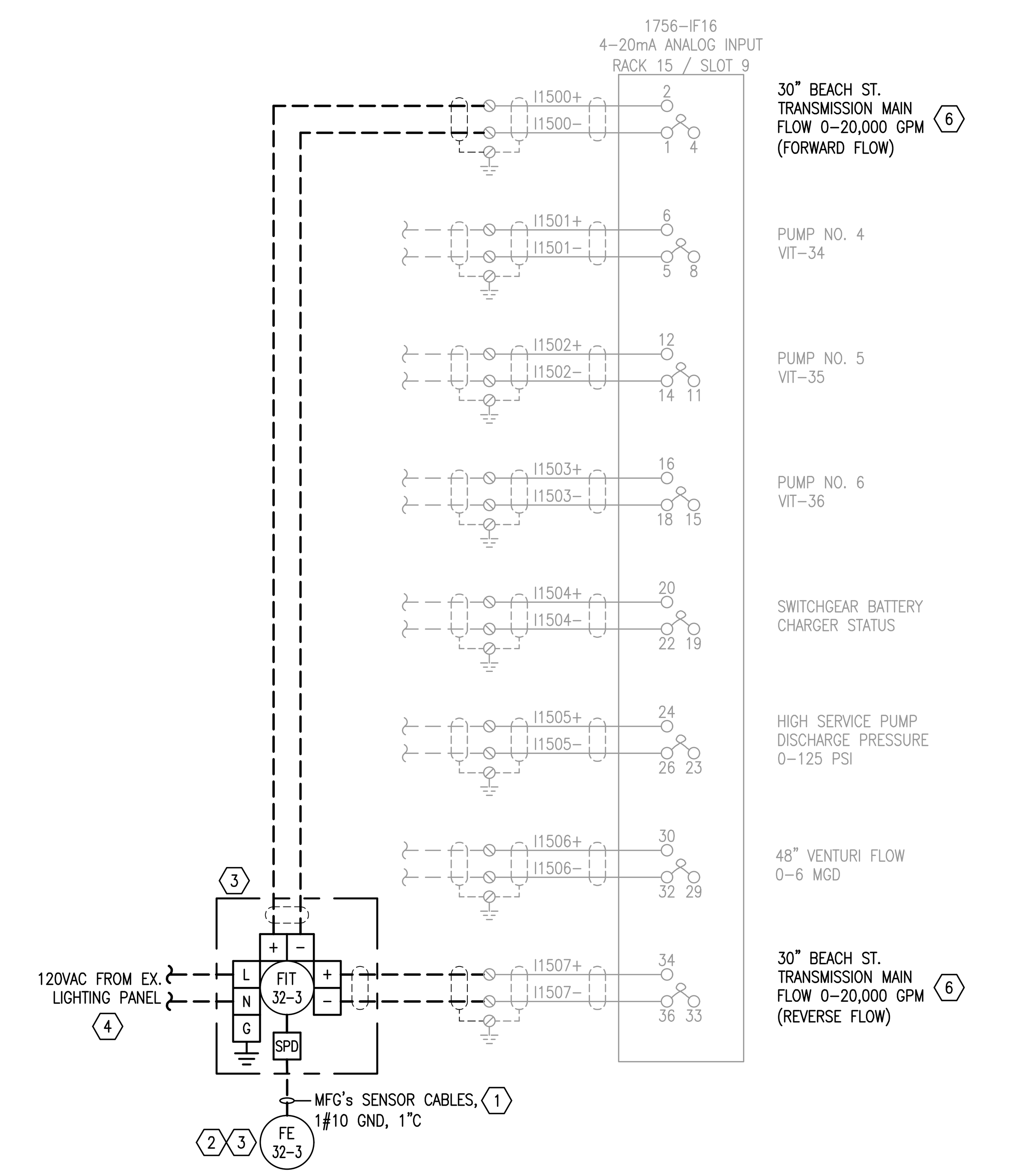
North

GENERAL NOTES:

1. ENGRAVED EQUIPMENT NAMEPLATES (WHITE PHENOLIC WITH BLACK LETTERS) SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR FOR ALL PROP. EQUIPMENT AS NOTED. LETTER SIZES: 1" HIGH FOR INDIVIDUAL ELECTRICAL POWER DISTRIBUTION AND SERVICE EQUIPMENT. LETTER SIZES: 1/4" HIGH FOR INDIVIDUAL ELECTRICAL MOTOR CONTROL CENTER UNITS, VFD ENCLOSURES, SAFETY DISCONNECTS, COMBINATION STARTERS AND PROCESS INSTRUMENTATION.
2. PROVIDE THESE CONDUIT TYPES IN THE FOLLOWING LOCATIONS:
   a. RMC – OUTDOOR ABOVE GRADE.
   b. SCH. 40 PVC OR HDPE – BELOW GRADE.
3. PROVIDE MALLEABLE IRON CONDUIT FITTINGS & CONDUIT BODIES OR NEMA 4, STEEL, JIC, HINGED COVER JUNCTION BOXES. WHERE CONDUITS ENTER EQUIPMENT OUTDOORS PROVIDE WEATHERPROOF HUBS AND LOW POINT DRAINS.

PLAN NOTES: # – (SYMBOL DENOTES PLAN NOTE)

1. PROVIDE SCH. 40 PVC OR HDPE CONDUIT FROM FLOW ELEMENT (FE–32–3) IN PROP. METER CHAMBER TO THE HIGH SERVICE PUMP STATION. 24" BELOW GRADE AT HIGH SERVICE PUMP STATION CONVERT SCH. 40 PVC OR HDPE CONDUIT TO RIGID METALLIC CONDUIT (RMC) AND EXTEND EXPOSED TO FLOW TRANSMITTER (FIT–32–3) MOUNTED IN HIGH SERVICE PUMP STATION. DIRECTIONAL BORE SCH. 40 HDPE CONDUIT BELOW PUBLIC ROADWAY AT A MINIMUM DEPTH OF 36". AREAS OF DIRECTIONAL BORING EXCAVATIONS SHALL BE BACKFILLED WITH CLEAN SOIL, SOIL COMPACTED, SOIL LEVELED AND GRASS SEED APPLIED PER SPECIFICATIONS. DISPOSE OF ALL LEFT OVER BORING SPOILS OFFSITE. ROADWAY CROSSING ALIGNMENT SHALL BE COORDINATED WITH OWNER.
2. COORDINATE WITH OTHER TRADES INSTALLATION OF PROP. IMMERSION TYPE FLOW ELEMENT FE–32–3 IN PROP. METER CHAMBER.
3. PROVIDE NEMA 4X, FIBERGLASS, CONTINUOUS HINGED ENCLOSURE WITH POLYCARBONATE VIEWING WINDOW BY HOFFMAN OR EQUAL ADEQUATELY SIZED TO HOUSE FLOW TRANSMITTER (FIT–32–3) AND SENSOR CABLES SURGE PROTECTION DEVICE (SPD). MOUNT TRANSMITTER ENCLOSURE ON NORTH WALL OF HIGH SERVICE PUMP STATION AT 5'–0" AFF AS SHOWN. CONNECT FIELD WIRING AND GROUNDING BETWEEN FLOW SENSOR AND TRANSMITTER PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
4. PROVIDE A ONE (1) 15 AMP, 1 POLE BREAKER IN EX. LIGHTING PANEL IN SPARE SPACE TO PROVIDE 120 VAC POWER TO TRANSMITTER. SQUARE D PANELBOARD TYPE NQO. REVISE PANEL SCHEDULE AS REQUIRED.
5. CORE CONDUIT PENETRATION INTO PUMP ROOM AS NEED. FILL ENTIRE INTERIOR TO EXTERIOR DEPTH OF PENETRATION WITH NON–SHRINKING GROUT.
6. CONTACT MICK JONES (TETRA TECH), 734–665–6000 FOR QUOTE FOR INTEGRATION, GRAPHICS AND SCALING OF 4–20mA SIGNAL FROM PROP. FLOW METER (FIT–32–3) TO THE EXISTING WATER FILTRATION PLANT SCADA SYSTEM.



HIGH SERVICE PUMP STATION CONTROL PANEL WIRING DIAGRAM – PARTIAL

FROM 2018 MUSKEGON WFP SCADA UPGRADES – TETRA TECH SHEET I-92, PROJ# 200-12775-18001

PRELIMINARY

NO.	REVISIONS	BY	DATE

DRAWN
DATE
CHECKED
DATE

CENTURY A&E
Facilities Design
277 Crahen Avenue NE - Grand Rapids, MI 49525
Telephone: (616) 456-3227 / Fax: (616) 456-5228 / Web: www.centuryae.com

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
WATER FILTRATION PLANT
BEACH STREET TRANSMISSION MAIN FLOW METER
ELECTRICAL SITE PLAN & WIRING DIAGRAM

PROJECT NO. 2221055
SHEET NO. 3 OF 3

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22,223	Title: DWRF ARPA Grant Agreement
Submitted By: Dan VanderHeide	Department: DPW

Brief Summary:

Authorize DPW Director to sign American Rescue Plan Grant Agreement for the Drinking Water projects (Morton, Wilcox, Thompson, and Lead Service Lines) awarded at the July 11, 2023 Commission meeting.

Detailed Summary & Background:

Authorize DPW Director to sign American Rescue Plan Grant Agreement for the Morton, Wilcox, Thompson, and Lead Service Lines projects. Estimated Total Project Costs:

- DWSRF Eligible Project Cost Subtotal: $8,865,000
- DWSRF Loan No. 7467-01 Amount: ($5,628,495)
- Total Grant Amount: $3,236,505

Goal/Focus Area/Action Item Addressed:

Item 2022-4.2 “Take advantage of external revenue sources,” and Key Focus Areas “Decrease infrastructure burden on residents” and “Sustainability in financial practices and infrastructure.”

Amount Requested: N/A ($8,865,000 previously approved)	Budgeted Item: Yes ■ No ☐ N/A ☐
Fund(s) or Account(s): Water (591)	Budget Amendment Needed: Yes ☐ No ■ N/A ☐

Recommended Motion:

I move to authorize the DPW Director to sign ARP Grant Agreement for Project #7467-01.

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

AMERICAN RESCUE PLAN – STATE REVOLVING FUND GRANT AGREEMENT (ARP FUNDED)

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND **THE CITY OF MUSKEGON**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** ("State"), and **the City of Muskegon** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 53 of 2022 This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Water Main/LSLR — Project #: A7467-01

Amount of grant: $3,236,505 — 100% of grant federal funding

Amount of DWSRF loan: $5,628,595 — PROJECT TOTAL: $8,865,000

Start Date: 3/3/2021 — End Date: Administrative Completion of DWSRF Loan No. 7467-01 or December 31, 2026, whichever is first

FISCAL RECOVERY FUND (FRF) ITEMS:

Recipient Type: Subrecipient

Can be used for allowable expenditures incurred on/or after: 3/3/2021

Federal Awarding Agency: US Department of Treasury — CFDA Number and Name: 21.027

FAIN Number: SLFRP0127 — Research and Development Award: ☐ Yes ☒ No

SLFRF Category: 5.12 Drinking water: Lead Remediation, including Schools and Daycares

SLFRF Short Name: FRF2970-746701

Major Program: ARPDW

GRANTEE CONTACT INFORMATION:

Name/Title: Mr. Dan VanderHeide, Public Works Director

Organization: City of Muskegon

Address: 1350 E. Keating Avenue

City, State, ZIP: Muskegon, MI. 49442

Phone Number: 231-724-6993

E-Mail Address: dan.vanderheide@shorelinecity.com

Federal ID: 38-6004522

Grantee UEI Number: NVASZGCGV2Z5

SIGMA Vendor Number: CV0047621

STATE'S CONTACT INFORMATION:

Name/Title: Mr. David J. Worthington, Senior Project Manager

Division/Bureau/Office: Water Infrastructure Funding and Financing Section, Finance Division

Address: 525 W. Allegan

City, State, ZIP: Lansing, MI. 48933

Phone Number: 517-554-1835

E-Mail Address: WorthingtonD@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

	Dan VanderHeide, Public Works Director	
Signature	Name/Title	Date

FOR THE STATE:

	Kelly Green, Administrator	
Signature	Name/Title	Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be submitted via the State Revolving Fund (SRF) Disbursement Request Form as provided by EGLE, and due according to the following*:*

Reporting Period	Due Date
Jan 1 – Jan 31	Feb 15
Feb 1 – Feb 28	Mar 15
Mar 1 – Mar 31	April 15
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15

July 1 – July 31	Aug 15
Aug 1 – Aug 31	Sept 15
Sept 1 – Sept 30	Before Oct 10*
Oct 1 – Oct 31	Nov 15
Nov 1 – Nov 30	Dec 15
Dec 1 – Dec 31	Jan 15

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering September 1 – September 30. Advance notification regarding the due date for the period ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the period ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant, including Uniform Guidance for Federal Awards (2 CFR 200).

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS & SUBAWARDS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

A) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier)

(ii) Subrecipient's unique entity identifier

(iii) Federal Award Identification Number (FAIN)

(iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency

(v) Subaward Period of Performance Start and End Date

(vi) Subaward Budget Period Start and End Date

(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient

(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation

(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement

(xiii) Identification of whether the award is R&D; and

(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part,

(6) Appropriate terms and conditions concerning closeout of the subaward.

B) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.

(3) Whether the subrecipient has new personnel or new or substantially changed systems.

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

D) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

E) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters; and

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

F) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

G) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

H) 200.333   Fixed amount subawards

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: https://www.sam.gov/SAM.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

(2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

(A) (2 CFR 200.501) Audit required. A non-federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part

(B) (2 CFR 200.508) Auditee requirements:
  a. Procure or otherwise arrange for the audit, if required.
  b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
  c. Promptly follow up and take corrective action on the audit findings.
  d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained through December 31, 2031.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State’s claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan, Public Law 117-2, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
c. Convicted under State or federal antitrust statutes; or
d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

XXIV. STATUTARY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

(1) To respond to the COVID-19 public health emergency or its negative economic impacts

(2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work

(3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency

(4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

Use of Funds Restrictions:
First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

XXV. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

XXVI. PREVAILING WAGE

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over $2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 ("ARPA"), signed into law on March 11, 2021 https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds as the Coronavirus State and Local Fiscal Recovery Funds ("FRF"). The State of Michigan was awarded $6.54 billion dollars under the Fiscal Recovery Fund, on May 13, 2021.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CRF Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

Programs are required to follow the Uniform Guidance provisions that are included in the document. Applicants must review the eCFR Uniform Guidance at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1 for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 12, 2022).

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury's Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Project Overview:

City-Wide Lead Service Line Replacements (LSLR) and Water Main/LSLR in the Wilcox-Thompson and Morton Avenue Neighborhoods.

EGLE approved estimated project costs include:

Task	Budget
Asset Management Program / Fiscal Sustainability Costs	$0
Planning Costs	$0
Rate Methodology Development Costs	$0
Design Engineering Costs	$246,132
Legal/Financial Service Fees	$37,205
Administrative Costs	$571
Bond Counsel Fees	$27,668
Bond Advertisement Costs	$2,500
Bid Advertisement Costs	$0
Capitalized Interest	$0
Land Acquisition/Relocation Costs	$0
Land Purchase Costs	$0
Construction Engineering Costs	$585,036
Construction Costs (bid contracts)	$7,463,375
Construction Costs (force account)	$0
Equipment Costs	$0
Other Project Costs	$0
Contingencies	$502,477
LESS Other Sources of Funding	($0)
DWSRF Eligible Project Cost Subtotal	**$8,865,000**
DWSRF Loan No. 7467-01 **Amount**	**($5,628,495)**
Total Grant Amount*	**$3,236,505**

*ARP-SRF grant funds cannot exceed $20 million per project.

Indirect costs are not allowed under this agreement.

Grantees must obligate all funds to any subrecipients by December 31, 2024. Therefore, all grantees must have a signed contract in place with all contracted parties for the work to be completed with these grant funds by December 31, 2024. All work pertaining to this project must be completed by December 31, 2026.

Program-specific Requirements:

The ARP-SRF grant provides assistance related to DWSRF Loan No. 7467-01 Therefore, in addition to the requirements in this Agreement, the requirements for the DWSRF loan apply to the ARP-SRF grant; reference the conditions in the loan documents.

The project scope for the ARP-SRF grant and the DWSRF loan are the same; eligible project costs will be disbursed for the ARP-SRF grant until those awarded funds are exhausted, and the remainder of the eligible project costs will be financed through the DWSRF loan, up to the Order of Approval (OOA) amount. Applicants will ensure there is no overlap in funding/financing sources when requesting reimbursement.

Grant Administration and Close Out:

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the SRF Disbursement Request Form with supporting cost documentation (i.e., vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 15 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

The Grantee will submit for reimbursement on the SRF Disbursement Request Form, and EGLE will convert it to the standard grant Financial Status Report Form for internal processing purposes.

The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds. The Grantee shall submit the final status report, including the SRF Disbursement Request Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the grant-funded portion of the project or the end date of the agreement, whichever occurs first.

Grantee may be required to repay a portion of the grant if project costs come in under budget. The overall grant/loan percentage must be retained through project completion. Any grant costs that exceed the original grant/loan percentage can be applied to the loan up to the final loan amount.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLEs website.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: Vehicle Purchases
Submitted By: Joe Buckingham, Equipment Supervisor	Department: DPW
Brief Summary: Staff requests approval to purchase three vehicles using budgeted funds from the General and Equipment funds.	
Detailed Summary & Background: The Equipment Division is seeking approval to purchase three (3) administration vehicles from Lunghammer Ford using the Mi-Deal state bid-based pricing. One of these vehicles will be purchased by the Recreation Department for internal use while the other two will be assigned out by the Equipment department.	
Goal/Focus Area/Action Item Addressed: Sustainability in Financial Practices and Infrastructure	
Amount Requested: $82,005	Budgeted Item: Yes ■ No ☐ N/A ☐
Fund(s) or Account(s): 101-775 ($27,335) Rec 642-563 ($54,670) Equip	Budget Amendment Needed: Yes ☐ No ■ N/A ☐
Recommended Motion: To approve the purchase of three vehicles from Lunghammer Ford for a total of $82,005 from the General and Equipment funds.	
Approvals: Immediate Division Head ■ Information Technology ☐ Other Division Heads ■ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ■

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: Vehicle Purchase
Submitted By: Joe Buckingham, Equipment Supervisor	Department: DPW
Brief Summary: Staff requests approval to purchase a skid steer using budgeted Equipment funds.	
Detailed Summary & Background: The Equipment Division is seeking approval to purchase (1) Skid Steer Loader from Michigan Caterpillar from the Sourcewell pricing contract. This piece of equipment will be used at the beach for sand removal/maintenance, DPW building for ground maintenance and vehicle loading as well as snow removal downtown and surrounding areas.	
Goal/Focus Area/Action Item Addressed: Sustainability in Financial Practices and Infrastructure.	
Amount Requested: $73,222.73	Budgeted Item: Yes ■ No ☐ N/A ☐
Fund(s) or Account(s): Equipment Fund 661-563	Budget Amendment Needed: Yes ☐ No ■ N/A ☐
Recommended Motion: To approve the purchase of (1) one Skid Steer Loader from Michigan Caterpillar.	
Approvals: Immediate Division Head ■ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ■

Quote 175406-01

June 16, 2023

City of Muskegon Purchasing Dept
1350 E KEATING AVE
Muskegon, Michigan 49442

Thank you for this opportunity to quote a solution from Michigan CAT for your business needs. We are pleased to submit the following for your purchase consideration.

One (1) New CATERPILLAR Model: 259D3 Skid Steer Loader with the following factory and dealer options included below:

MACHINE

259D3 CTL DCA6B
512-4259 259D3 COMPACT TRACK LOADER
588-9122 CAB PACKAGE, ULTRA
512-4325 HYDRAULICS, PERFORMANCE, (H3)
512-4115 CONTROL, ISO, PROP, WT
495-1671 LIGHTS, LED
512-4345 ROPS, ENCLOSED WITH A/C (C3)
416-9265 DISPLAY, ADVANCED, LCD, CAMERA
486-6956 FAN, COOLING, DEMAND
512-4052 QUICK COUPLER, HYDRAULIC
536-9738 SEAT,AIR SUSPENSION,CLOTH,HEAT
568-4702 FILM, TWO SPEED WITH HIGH FLOW
345-6180 STANDARD RADIO(12V),BLUETOOTH
357-0240 RUBBER BELT, 2 SPD, TF IDLERS
512-3483 RIDE CONTROL, NONE
560-7824 BATTERY,HD,DISCONNECT, 850 CCA
356-6082 REAR LIGHTS
539-8616 DOOR, CAB, POLYCARBONATE
542-6994 SEAT BELT, 2"
573-8121 PRODUCT LINK, CELLULAR PL641
563-1163 CERTIFICATION ARR, P65
345-3556 HEATER, ENGINE COOLANT, 120V
TRACK,RUBBER,400MM(15.7 IN)BAR
INSTRUCTIONS, ANSI, USA
SERIALIZED TECHNICAL MEDIA KIT
BUCKET-GP, 74", BOCE
CARRIAGE, 46", FORKS, 48", SSL

SELL PRICE $73,222.73

- **Sourcewell Pricing**

WARRANTY

Standard Warranty: 24 Month/2000 Hour Premier Factory Warranty
Extended Warranty: 259-36 MO/3000 HR POWERTRAIN (Tier 4)

We believe the equipment as quoted will exceed your expectations. On behalf of Michigan CAT, thank you for the opportunity to supply Caterpillar machinery. This quotation is subject to machine availability and valid for 30 days, after which time we reserve the right to update the quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jim Langbeen
Account Representative
Jim.Langbeen@MICHIGANCAT.com
616-292-3610


Caterpillar 259 D - Skid Steer Loaders - Construction - CATERPILLAR ...


Equipment Focus: Cat Skid Steers—D Series Overview


2015 CAT 259D SKID STEER LOADER, VIN/SN:FTL04204 - 2 SPD, BUCKET ...


2016 CAT 259D SKID STEER LOADER, VIN/SN:FTL07342 - CRAWLER, BUC...


2013 Caterpillar Cat Track Skid Steer ...


CATERPILLAR 259D Loaders Skid Steers Specification


Cat Track Skid Steer Price - Cat Meme Stock Pictures and Photos


259 Cat Skid Steer for sale | Only 2 left at -75%


Caterpillar 259D - Skid steer loaders, Price: £33,002, Year of ...


Cate Cons


2015 CAT 259D Skid Steer Loader - Crawler - J.M. Wood Auction Company, Inc.


2014 CAT 259D SKID STEER LOADER, VIN/SN:FTL01191 - CRAWLER, HIGH FLO...

Caterpillar 259D - Skid Steer Loaders - Construction - CATERPILLAR ...


2014 CAT 259D Skid Steer Loader - Crawler


2017 Stee


2014 Cat 259 - D Turbo Skid Steer " Asv Track " Loader " Big 82 Hp


Caterpillar 259D for sale Fayetteville, NC Price: $41,000, Year: 2015 ...


Caterpillar 259 D - Skid Steer Loaders - Construction & Mining ...


Caterpillar 259 D - Skid Steer Loaders - Construction - CATERPILLAR ...

People interested in ~~cat 259~~ skid loader also searched for


John Deere


Raider


Trencher


Snow Bucket


Gehl 5240


Mulcher

Cat **924K** | Cat **938** | Caterpillar **938K** | **918** Cat Loader | Cat **Wheel Loader**

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: SHPO CLG Grant Agreement
Submitted By: Dan VanderHeide	Department: Public Works

Brief Summary: Staff is requesting approval to enter into the attached Certified Local Government (CLG) Grant Agreement in order to obtain $55,000 from the State Historic Preservation Office (SHPO) with the Michigan Strategic Fund (MSF) for monument conservation work at Hackley Park.

Detailed Summary & Background: At the January 10th, 2023 meeting, Commission approved the submittal of a grant application to the State Historic Preservation Office (SHPO) for monument conservation work at Hackley Park. The City was selected for a $55,000 award, and will need to pay $22,440 in matching funds as a part of the grant agreement. Due to an electronic signature requirement, the DPW Director will need to sign.

The grant will allow us to complete recommended conservation work at the 5 sculptures within Hackley Park. The plan is to also completed work on the McKinley Statue and the Kearny Statue as they are of similar age and condition. These two structures are ineligible for grant funding (McKinley is privately owned, and Kearny is outside the designated historic district boundary). The owners of the McKinley statue are aware of this and have agreed to participate in the cost for that piece, the cost for the work at Kearny will be a city responsibility but is ineligible to count towards the match.

The conservator's report, included at the end of the agreement, estimates the work on all 7 monuments at $81,520. With articulated or boom lifts and estimated cost increases over the past year the total project is estimated at $105,000. The City portion, including match, is $50,000.

Goal/Focus Area/Action Item Addressed: Destination Community & Quality of Life

Amount Requested: $50,000	Budgeted Item: Yes ■ No ☐ N/A ☐
Fund(s) or Account(s): 101 (Capital Plan Budget)	Budget Amendment Needed: Yes ☐ No ■ N/A ☐

Recommended Motion: To approve the Certified Local Government Grant Agreement as presented including authorizing the DPW Director to sign.

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

STATE OF MICHIGAN

MICHIGAN STRATEGIC FUND

CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT

FOR THE HACKLEY PARK MONUMENT CONSERVATION PROJECT

TO BE PERFORMED BY

CITY OF MUSKEGON

This Certified Local Government Grant Agreement (this "Agreement"), CFDA No. 15.904, Contract No. CG23-456 is made on July 27, 2023 by and between the **MICHIGAN STRATEGIC FUND** (the "MSF") and the **CITY OF MUSKEGON** (the "Subgrantee") who take notice that:

The STATE HISTORIC PRESERVATION OFFICE (the "SHPO") (the SHPO, the MSF collectively, the "Grantee") was transferred to the MSF pursuant to Executive Order 2019-13. The SHPO is authorized by the UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE (the "Grantor"), pursuant to the National Historic Preservation Act of 1966; Pub. L. No. 89-665, as amended by Pub. L. No. 96-515; 54 USC §100101 *et seq*. (the "Act"), as amended, to provide funding and support to Certified Local Governments for historic preservation projects or programs of the Certified Local Governments.

The Grantee desires to aid the Subgrantee in its efforts to protect and rehabilitate five bronze and granite monuments in Hackley Park (the "Historic Property"), which is listed in the National Register of Historic Places; and

The Subgrantee desires to be aided with these activities as provided in this Agreement.

THEREFORE, IT IS AGREED BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

SECTION I
PROJECT WORK SPECIFICATIONS

A. Project Objective. The objective of this project is for the Subgrantee to hire a contractor to complete necessary conservation work on the bronze and granite monuments in Hackley Park as detailed in the Scope of Work, attached hereto and incorporated into this Agreement as Exhibit A (the "Project Work").

B. Project Site, Construction, Maintenance and Preservation Efforts. The Project Work shall be performed on the Historic Property located at 350 West Webster Avenue, Muskegon, Michigan 49940.

The Subgrantee agrees to obtain written permission from the Grantee prior to beginning any construction, maintenance, or preservation efforts on the Historic Property. The Subgrantee further agrees to restore, rehabilitate, preserve and otherwise maintain the Historic Property, at its own expense, consistent with the U.S. Secretary of Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (Revised 1990) (the "*Standards"*) and with the Department of Interior's *Preservation Briefs* for structural components considered historically significant. Upon completion of any construction, maintenance, or preservation efforts, the Subgrantee shall furnish written documentation of the results to the Grantee and shall permit the Grantee and Grantor access to the Historic Property for inspection. The Subgrantee shall also permit the Grantee and Grantor to conduct an annual inspection of the Historic Property. This provision shall continue in duration beyond the End Date.

C. Permits and Licenses. The Subgrantee shall be responsible for obtaining any and all permits, licenses or other proper authorization or permission-related documents required for the performance of this Agreement.

D. Ownership. All documents and reports delivered to the Grantee under this Agreement shall become and be the property of the Grantee.

SECTION II
PERFORMANCE OF PROJECT WORK

A. Period of Performance. Because federal budgetary constraints require the completion of the Project Work by a date certain, TIME IS OF THE ESSENCE to this Agreement. The performance of the Project Work shall begin on or after the execution of this Agreement by the Grantee and shall be completed no later than September 30, 2025 (the "End Date")**.** Failure of the Subgrantee to satisfactorily complete all Project Work and activities, in the Grantee's sole discretion, by the End Date shall render this Agreement voidable at the option of the Grantee. In the event this Agreement is voided, the Subgrantee shall not be entitled to any reimbursement under the terms of this Agreement. The End Date shall not be extended. Nothing in this provision shall be construed to limit or restrict the Grantee's right to terminate this Agreement for cause in accordance with Section

XIII where the Subgrantee would be entitled to reimbursement in accordance with Section XII of this Agreement.

B. Project Representatives. The Subgrantee designates the following individuals as project representative for all matters concerning this Agreement:

Dan VanderHeide
DPW Director
City of Muskegon
1350 E Keating Avenue
Muskegon, MI 49443
Phone: (231) 724-6993
Email: dan.vanderheide@shorelinecity.com

The Grantee designates the following individual as project representative to be the initial point of contact for all matters concerning this Agreement:

Alan Higgins
Grants Manager/Budget Specialist
State Historic Preservation Office
Michigan Strategic Fund
300 N. Washington Square
Lansing, MI 48913
Phone: (517) 256.4358
Email: higginss3@michigan.gov

Except for changes to the performance schedule (the “Performance Schedule”), attached hereto and incorporated into this Agreement as Exhibit B, (excluding the End Date), the designated project representatives shall have no authority to make promises or binding obligations either for the Grantee or the Subgrantee, as such authority rests with the duly authorized persons executing this Agreement on behalf of the respective parties.

C. Employees of Subgrantee/Contractor or Key Persons.

1. The Subgrantee and its employees, agents, and independent contractors acknowledge that 2007 PA 95, MCL 38.68c requires retirees of the State Employees Retirement System (“Pensioned Retirees”) who become employed by the State either directly or indirectly through a contractual arrangement with another party on or after October 1, 2007 to forfeit their state pension for the duration of their reemployment. PENSIONED RETIREES WHO PROVIDE OR RENDER SERVICES PURSUANT TO THIS AGREEMENT MAY HAVE TO FOREFEIT THEIR PENSIONS. THE SUBGRANTEE, ANY CONTRACTOR(S), AND ANY SUBCONTRACTOR(S) ACKNOWLEDGE THAT ALL PENSIONED RETIREES THEY EMPLOY HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL TO DETERMINE IF THEY ARE AFFECTED.BY PUBLIC ACT 95 OF 2007. THE SUBGRANTEE, ANY CONTRACTOR(S), ANY SUBCONTRACTOR(S) AND ANY PENSIONED RETIREES THEY EMPLOY ACKNOWLEDGE AND AGREE THAT NEITHER THE STATE, NOR THE GRANTEE, NOR ITS EMPLOYEES, DIRECTORS, AGENTS NOR BOARD SHALL BE LIABLE TO THE SUBGRANTEE, ANY CONTRACTOR(S), ANY SUBCONTRACTOR(S) OR

PENSIONED RETIREE IN THE EVENT A PENSIONED RETIREE(S) FORFEITS HIS OR HER PENSION.

D. Subcontracts. In accordance with the bidding procedures in the Grantee's *Certified Local Government Grant Manual* (the "Grant Manual"), the Subgrantee, with the approval of the Grantee, may subcontract for the performance of the activities prescribed in this Agreement. The Subgrantee shall provide written notice to the Grantee of its bidding process and shall obtain approval from the Grantee before the bid process begins. Written notice shall be provided on three (3) separate occasions:

1. Before the bidding process begins. Notice shall consist of the Subgrantee's bid specifications and a description of the bidding process the Subgrantee intends to follow;
2. Before a winning bid proposal is selected. Notice shall consist of copies of the bid proposals received by the Subgrantee and rationale for selection of the subcontractor; and
3. After the Subgrantee has awarded a contract to a subcontractor approved by the Grantee. Notice shall contain a copy of the subcontract entered between the Subgrantee and its subcontractor.

The subcontract shall incorporate all the provisions of this Agreement by reference and/or attachment. Neither the decision to subcontract nor the consent of the Grantee to subcontracting shall modify the obligations of the Subgrantee under this Agreement. The Subgrantee shall be fully responsible for the noncompliance with this Agreement by its subcontractors and by persons directly or indirectly acting for such subcontractors the same as it is for the noncompliance attributable to the Subgrantee and persons acting for the Subgrantee.

The Subgrantee shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts, the Subgrantee shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Grantee or otherwise deemed necessary in the opinion of the Subgrantee for enforcing compliance under such subcontracts.

Pursuant to 1980 PA 278; MCL 423.322 *et seq*., the Subgrantee, in performing its duties under this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Licensing and Regulatory Affairs, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failing to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC §158. The Grantee may void this Agreement if the name of the Subgrantee or the name of a subcontractor, manufacturer, or supplier used by the Subgrantee in performing this Agreement subsequently appears in the register during the period of this Agreement.

The Subgrantee shall neither employ nor subcontract for a service under this Agreement with a party who is debarred or suspended under state or federal law, including but not limited to suspensions or debarments by the Grantee under Grantee Rules and/or as described in 43 C.F.R. Part 12 *et seq*.

The Subgrantee shall perform cost or price analysis in connection with every proposed subcontract, including subcontract modifications. Each subcontract entered into shall provide for the payment of a specific amount of money for goods or services rendered. Costs or prices may be based on estimated costs to the extent that costs incurred or cost estimates are consistent with cost principles. The Subgrantee shall not enter into any subcontract that has been valued on the basis of the subcontractor's cost plus a cost percentage, nor which has been valued on the basis of a percentage of construction costs.

E. Records Maintenance and Disclosure. The Subgrantee and its subcontractors shall properly maintain such project records and accounts as are prescribed by the Grantor or the Grantee. These records shall include but are not limited to: documentation of the receipt and disbursement of all funds involved in the grant; documentation of compliance with the terms of this Agreement; and documentation of employment practices and procedures. The Grantee may prescribe the requisite form of all such records to be maintained by the Subgrantee.

The Subgrantee shall be responsible for the maintenance and retention of proper records by its subcontractors. Upon request of the Grantor, the Grantee, the Comptroller General of the United States, or any of their duly authorized representatives (the “Agencies”), the Subgrantee and its subcontractors shall provide for and facilitate the Agencies access to, audit of, excerpts of, transcription of and examination of all books, audit reports, or records maintained in connection with the Grant. Each record must be retained and be available for inspection for three (3) years after final reimbursement is made by the Grantee under this Agreement and all pending matters are closed (the “Retention Period”). However, if any records are involved in any litigation, claim, or audit which arises before the expiration of the Retention Period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved or until the end of the Retention Period, whichever is later. The Agencies, upon request, shall be furnished with a copy of any such books and records.

All records pertinent to this Grant are subject to public disclosure under the federal Freedom of Information Act, 5 U.S.C. § 552, as amended, unless determined to be exempt under that statute, the Act, and the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Subgrantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

F. Repayment of Funds. If at any time before the expiration of the Retention Period it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Subgrantee shall immediately repay the funds at issue upon demand by the Grantee.

G. Reports. The Subgrantee shall promptly submit to the project representative designated by either the Grantor or the Grantee any reports prescribed by this Agreement. Such reports shall include but not be limited to: progress reports; a report of all receipts; expenditures; project activities and accomplishments, including a comparison of the final budget to the approved project budget (the "Project Budget"), attached and incorporated into this Agreement as Exhibit C; and supporting documentation for claimed reimbursements. The Grantor or the Grantee shall prescribe the requisite form and content of reports and shall designate the dates on which the reports are to be submitted by the Subgrantee.

Prior to the End Date, the Subgrantee shall submit to the Grantee both a final project completion report and a final and proper claim for expenditure reimbursement which shall be supported by documentation of the expenditures claimed.

If the End Date occurs in a fiscal year subsequent to the State of Michigan fiscal year in which this Agreement is executed, or is extended into a new fiscal year, the Subgrantee shall submit to the Grantee, by September 15th of the current year (1) a complete documentation of the first fiscal year's expenditures and (2) a progress report for the completion material described in this Agreement for that project period.

H. Audit. All local units of government receiving $750,000.00 or more in federal grants or aid in a fiscal year shall comply with the audit requirements of the federal Office of Management and Budget as provided in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards*; 2 C.F.R. Part 200.500-200.521, Subpart F – Audit Requirements. Schedules of findings and questioned costs shall be submitted to the Grantee within 30 days after completion of the audit, but no later than nine (9) months after the end of the state's fiscal year in which the project was completed.

If an audit identifies any questioned costs in connection with the Project Work, the Subgrantee shall forward to the Grantee copies of the schedules of findings and questioned costs, accompanied by a check made payable to the Grantee in an amount equal to the funds which the Subgrantee received under this Agreement that are deemed a disallowed reimbursement through the audit.

I. Inspection of Project Work. The Agencies shall, at all times during the term of this Agreement, retain the right to monitor and inspect all Project Work, documents, reports, and activities provided for in this Agreement at reasonable times and upon reasonable notice. Upon request of the Agencies, the Subgrantee and its subcontractors shall provide for and facilitate the Grantor's or the Grantee's access to, audit of, excerpts of, transcription of and examination of the Project Work, documents, reports, and activities undertaken pursuant to this Agreement or to any documentation as, in the judgment of the Grantee or the Grantor's representatives, may be relevant to a question of compliance with this Agreement, or the effectiveness, legality, or achievements of the grant-assisted program. The Subgrantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

J. Prohibited Interests and Conflicts of Interest. The award and administration of this Agreement shall be accomplished free from bribery, graft, kickbacks, and other corrupt practices as provided in the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, and as supplemented by U.S. Department of Labor regulations, set forth at 29 C.F.R. Part 3.

In addition, every official, officer, agent, consultant, or employee of the Grantee who exercises or has exercised any functions or responsibilities with respect to this Agreement or who is in a position to gain information not generally available to the general public with regard to this Agreement or who is authorized in an official capacity to negotiate, make, approve, or to take part in decisions regarding a subgrant, contract, subcontract, or other agreement in connection with this Agreement or the Project Work shall be prohibited from having any apparent or real financial or personal interest or benefit in such grants, contracts, and agreements. No member, officer, or employee of the Grantee, including the Board, shall have any interest in this Agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (*i.e.*, unpaid and the time not charged to this Grant).

Prior to the execution of this Agreement, the Subgrantee acknowledges and confirms that it has delivered to the Grantee a written list of all interests of the Subgrantee, or its officers, employees, and subcontractors, which may cause conflicts between the interests of those entities or parties and the interest of the Grantee. The Subgrantee further acknowledges that its employees, members, shareholders, agents, or subcontractors prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Further, should a conflict of interest arise during the term of this Agreement, the Subgrantee shall contact the Grantee immediately and describe in detail the conflict of interest.

K. Prohibited Methods and Procedures. The Subgrantee and its agents, employees, and representatives, in the course of the performance of services under this Agreement, shall not specify, recommend, use, or permit the use of any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or commission.

The Subgrantee shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage, brokerage, or contingent fee.

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. 18 U.S.C. § 1913.

L. Environmental Protection Standards. The Subgrantee agrees to comply with all pertinent requirements of the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq*., as amended, and Executive Orders 11288, 11990, and 11988; the Coastal Zone Management Act, 16 U.S.C. § 1451 *et seq*., as amended; the Endangered Species Act, 16 U.S.C. § 1531 *et seq.*, as amended; the Wild and Scenic Rivers Act, 16 U.S.C. § 1271 *et seq*., as amended; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, as amended; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, as amended; and the regulations and guidelines issued to implement the foregoing laws.

The Subgrantee agrees to promptly notify the Grantee of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency (the “EPA”), indicating that any facility used or to be used under this Agreement is under consideration for listing or has been listed on the EPA's list of violating facilities.

The Subgrantee agrees to require of every subcontractor, if any, the same certifications given above and to insert in every subcontract all other criteria and requirements of this provision. Further, the Subgrantee shall immediately take such affirmative or remedial action as the Grantee may direct as a means of enforcing such provisions.

M. Political Activities. The Subgrantee shall not expend any Grant funds for the purchase, lease, or use of equipment or premises for political purposes, for sponsoring or conducting candidate's meeting(s), for engaging in voter registration or voter transportation activity, or for any partisan political activities.

N. Equal Employment Opportunity. During performance of this Agreement, the Subgrantee covenants and assures that:

1. The Subgrantee and its subcontractors shall comply, and require compliance, with the conditions and obligations imposed on a recipient of federal financial assistance as set forth in Title VI of the Civil Rights Act of 1964; 42 U.S.C. § 2000d *et seq*.; Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq*.; Title V, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the rules, regulations, and guidelines promulgated pursuant to those acts; all applicable Executive Orders on equal employment opportunity, especially Executive Order 11246, as amended by Executive Order 11375, and as supplemented in U. S. Department of Labor regulations, 41 C.F.R. Part 60; as well as the following Michigan laws, 1976 PA 220; MCL 37.1101 *et seq*., and 1976 PA 453; MCL 37.2101 *et seq.*, as amended.
2. Neither the Subgrantee nor its subcontractors shall discriminate against an employee or applicant for employment. The Subgrantee and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status. Such affirmative action shall include but

not be limited to the following: employment, upgrading, demotion, and transfer; recruitment and recruitment advertising; layoff and termination; rates of pay and other forms of compensation; selection for training, including apprenticeships; and the conditions and privileges of employment.

3. Neither the Subgrantee nor its subcontractors shall discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, familial status, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement.
4. The Subgrantee and its subcontractors shall post in conspicuous places available to employees and applicants for employment, notices setting forth all provisions of Section II (N.)(1-3).

   The Subgrantee and its subcontractors shall post in conspicuous places, available to users of the Subgrantee's facility(s) and program(s), notices setting forth the following or its equivalent:

   > This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:
   >
   > Chief, Office of Equal Opportunity Programs
   > United States Department of the Interior
   > National Park Service
   > 1849 C Street, NW, MS-2740
   > Washington, DC 20240

5. The Subgrantee and its subcontractors shall state in all solicitations or advertisements for employment placed by or on behalf of the Subgrantee or its subcontractors in connection with the work and activities described in this Agreement that all qualified applicants will receive consideration for employment without regard to religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status which is unrelated to the individual's ability to perform the duties of a particular job or position.
6. The Subgrantee shall include the provisions of Section II(N.)(1-5) in all subcontracts for any work covered by this Agreement, so that such provisions shall be binding upon each such subcontractor.
7. If the Subgrantee receives a complaint, in writing, alleging Title VI discrimination, the Subgrantee shall, within ten (10) days of receipt, forward the original complaint document to the Office for Equal Opportunity, U.S. Department of the Interior, 1849 C Street, NW, MS-

2740, Washington, DC 20240. The Subgrantee shall likewise forward a copy of the complaint document to the Grantee.

8. The Subgrantee shall be fully accountable and responsible for ascertaining, implementing, and enforcing compliance with the enumerated provisions for equal employment opportunity. Breach of any covenant and assurance set forth in Section II(N.)(1-7) shall constitute a material and substantial breach of this Agreement and is cause for voiding this Agreement at the option of the Grantee.
9. The Subgrantee shall file with the Grantee a statement showing that there is a reasonable representation of minorities and women in all levels of the Subgrantee's work force and pledging that there exists equal opportunity to participate in and enjoy the benefits of all programs and activities without regard to religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status.
10. The Subgrantee agrees to abide by and to assure that each subcontract construction firm with a contract of Ten Thousand Dollars ($10,000.00) or more abide by the provisions of the following attached and incorporated Exhibits to this Agreement:
    a. Exhibit D – Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.
    b. Exhibit E – The Standard Federal Equal Employment Opportunity Construction Contract Specifications.
    c. Exhibit F – Equal Opportunity Clause.
    d. Exhibit G – Certification of Nonsegregated Facilities.
11. The Subgrantee agrees to ensure that personnel decisions are in accordance with the following:
    a. Uniform Guidelines on Employee Selection Procedures (1978); Section 60-3, Uniform Guidelines on Employee Selection Procedure (1978); 43 Fed. Reg. 38295 (August 25, 1978).
    b. Sex Discrimination Guidelines; 41 C.F.R. § 60-20.
    c. Guidelines on Discrimination because of Religion or National Origin; 41 C.F.R. § 60-50.
12. The Subgrantee agrees to provide data and reports to the United States Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) as required or requested including the following:
    a. One-time notification within ten (10) days of all construction projects in the designated geographical area, Federal and non-Federal, by agency, contract number, location, estimated dollar value, percent completed and project completion date.
    b. Notification of any subsequent construction work (Federal and non-Federal) in the designated geographical area in excess of Ten Thousand Dollars ($10,000.00).
    c. Employment Utilization Report is to be filed monthly (Form CC-257).
13. The Subgrantee shall maintain non-segregated facilities.

14. The Subgrantee shall sign and shall require its subcontractors to sign a "Certification of Non-segregated Facilities."
15. The Subgrantee agrees to expressly state in all employment solicitation or advertising that the Subgrantee is an Equal Opportunity Employer.
16. The Subgrantee agrees to display an Equal Opportunity Poster.
17. The Subgrantee agrees to allow OFCCP personnel access to construction sites, records, and employees for purposes of determining the Subgrantee's compliance status.
18. The Subgrantee agrees to not enter into contracts with contractors debarred from Federal contracts or federally-assisted construction contracts by the U.S. Secretary of Labor.

O. Civil Rights. The Subgrantee and its subcontractors shall sign a Civil Rights Assurance of Compliance statement and shall post it in conspicuous places, available to employees, applicants for employment, applicants and recipients of program or activity benefits, and users of the Subgrantee's facility(s) and program(s), and shall print in all grant-related handbooks, manuals, pamphlets, and other materials ordinarily distributed to the public, notices setting forth the following or its equivalent:

> This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:
>
> Chief, Office of Equal Opportunity Programs
> United States Department of the Interior
> National Park Service
> 1849 C Street, NW, MS-2740
> Washington, DC 20240

P. Project Sign. The Subgrantee shall place not less than one (1) project sign ("the Sign") acknowledging federal financial assistance in a conspicuous location on the Historic Property site. The Sign shall be erected at the beginning of Project Work and a photograph of the Sign shall be submitted to the Grantee. The Sign shall remain in place for one (1) until the Project Work has been completed. The Sign shall be a minimum of 4' x 6' and shall be in keeping with the visual aesthetics of the Historic Property. The Sign shall at a minimum contain (1) the name of the Historic Property, (2) the National Park Service (the "NPS") funding credits and logo, (3) the Grantee logo, and, if applicable, (4) the Subgrantee logo. The Grantee will provide the Subgrantee with a digital file containing the required content of the Sign, which shall be manufactured by the Subgrantee. If the Subgrantee desires to deviate from the content of the Sign provided in the digital file, such deviation must be approved by the Grantee prior to manufacturing the Sign.

Q. Barrier-free Access. The Subgrantee agrees to comply with all pertinent requirements of the federal Architectural Barriers Act of 1968**,** 42 U.S.C. §4151 *et seq*., as amended, and the Utilization of Public Facilities by Physically Limited Act of 1966; MCL 125.1351 *et seq*., as amended, provided, however, that the Subgrantee may seek and obtain approval from the appropriate administrative and enforcement authority for a variance in accordance with the above-referenced statutes. In implementing open public access, reasonable accommodations shall be made in consultation with the SHPO.

R. Small, Women, and Minority Firms. Affirmative steps shall be taken to assure that small, women, and minority businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

1. Including qualified small, women, and minority businesses on solicitation lists.
2. Assuring that small, women, and minority businesses are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, women, and minority business participation.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small, women, and minority business.
5. Using the services and assistance of the federal Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as required.
6. If any subcontracts are to be let, the Subgrantee shall require the prime contractor to take the affirmative steps listed in Section II(R.)(1-5).

S. Davis-Bacon Act. The Davis-Bacon Act, 40 U.S.C. § 3141 *et seq*., as amended, applies to construction contracts under the following circumstances:

1. Where General Revenue Sharing funds constitute twenty-five percent (25%) or more of the project cost.
2. Where Community Development Block Grant monies are used as the non-Federal share of a Historic Preservation Fund grant.
3. Where supplemental funding is furnished through a Federal program to which the Davis-Bacon Act applies.

T. Energy Conservation. The Subgrantee shall recognize and comply with mandatory standards and policies relating to energy efficiency contained in the State of Michigan energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, PL 94-165. The Grantor may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.

U. Inventions and Patents. If any Grant-assisted activity or project produces patentable items, rights, processes, or inventions such fact shall be promptly and fully reported to the Grantor. Unless there is a prior agreement between the Subgrantee and the Grantor on disposition of such items, the

Grantor will determine whether protection on the invention or discovery will be sought. The Grantor will also determine how the rights in the invention or discovery, including rights under any patent issued, will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy." 36 Fed. Reg. 16889.

V. Copyrights. Except as otherwise provided in the terms of this Agreement, the author or Subgrantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this Agreement. However, such materials shall include an acknowledgment of the Grantor's grant assistance. Further, as a condition of the grant assistance, the Subgrantee agrees to, and awards to the State of Michigan and to the United States Government and their officers, agents, and employees acting within the scope of their official duties (the "Governments"), a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright. The Subgrantee shall not include in the subject data of this Grant any copyrighted matter without the written approval of the copyright owner. Such approval shall include permission for the Governments, above, to use the material in the manner provided above.

Unless otherwise limited in this Agreement, the Governments may, without additional compensation to the Subgrantee, duplicate, use, and disclose all subject data in any manner and for all purposes whatsoever, and allow others to do so.

The Governments shall have the right at any time to modify, remove, obliterate, or ignore any marking not authorized by the terms of this Agreement on any piece of subject data furnished under this Grant.

The term "subject data" used in this provision includes but is not limited to writings, technical reports, sound recordings, magnetic recordings, computer programs, computerized data bases, pictorial reproductions, plans, drawings, specifications, electronic applications, or other graphical representations, and works of any similar nature (whether or not copyrighted) which are (1) submitted with a proposal or grant application; or (2) specified to be delivered under this Agreement; or (3) developed or produced and paid for in whole or in part by this Agreement. The term does not include financial reports, cost analysis, and other information incidental to grant administration.

W. Performance Schedule. During the term of this Agreement, the Subgrantee agrees and assures that it shall complete the activities of this Agreement in accordance with the Performance Schedule.

X. Disclosure of Information. Neither the Subgrantee nor its agents or subcontractors shall disclose information or documents created in connection with this Agreement to any other party, without the prior written consent of the Grantee. Neither the Subgrantee nor its agents or subcontractors shall use information or documents created or maintained in connection with this Agreement to further any private interest other than as contemplated by this Agreement, without the prior written consent of the Grantee.

SECTION III
PARTICIPATION IN OTHER GRANTEE PROGRAMS

With the exception of providing services to the Grantee as described in this Agreement and the attached exhibits incorporated into this Agreement, neither the Subgrantee nor the Subgrantee's employees, agents, officers, directors, shareholders, or members will participate in Grantee programs or do business with the Grantee under any program in which the Grantee has a direct or indirect relationship, without first securing approval from the Grantee.

SECTION IV
PROJECT WORK FUNDING

A. Sources of Project Funding. The Project Work described in this Agreement shall be financed in part by federal funds to be disbursed by the Grantee (the "Grant") and in part from other sources available to the Subgrantee. The Grantee, subject to the terms of this Agreement, shall commit an amount not to exceed Fifty-Five Thousand Dollars ($55,000.00) (the "Award") to complete the Project Work. The Subgrantee shall provide matching funds in the amount of Twenty-Two Thousand Four Hundred Forty Dollars ($22,440.00). The Subgrantee's match shall be in the form of cash. The allowability and evaluation of the Subgrantee's source of funding for its required matching share shall be determined at the sole discretion of the Grantee.

B. Payment of Grant Funds. The Grantee, subject to the terms of this Agreement, shall pay to the Subgrantee for proper and allowable expenditures made by the Subgrantee in connection with this Agreement, a total reimbursement not to exceed the amount of the Award. The obligation of the Grantee to pay such reimbursement is conditioned upon the Subgrantee meeting all of the following conditions to the satisfaction of the Grantee: (1) satisfactory performance and completion of the Project Work in accordance with this Agreement, (2) submission of a completion report within thirty (30) days following Grantee approval of the completed Project Work, (3) submission of a comparison of the final budget to the Project Budget, and (4) a proper claim for reimbursement which shall be supported by documentation of the expenditures claimed. No reimbursement shall be made for unallowable or improper expenditures. In making the claim for reimbursement, the Subgrantee shall use the form entitled "Request for Reimbursement" provided by the Grantee.

C. Allowable Expenditures. Subject to the terms of this Agreement and in accordance with *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards*; 2 C.F.R. Part 200 *et seq.*, the Historic Preservation Fund Grant Manual (most recent edition) and the *Grant Manual*, the Subgrantee shall be reimbursed for no more than 100% of the costs incurred in connection with the Project Work undertaken following the execution of this Agreement.

Any Project Work expenditure incurred in the current fiscal year shall be fully documented by the Subgrantee. Likewise, any expenditure incurred in a subsequent fiscal year shall be fully documented by the Subgrantee. Every request for reimbursement shall be submitted to the

Grantee on a form prescribed by the Grantee and appropriate documentation shall be appended to the request. No expenses incurred for Project Work prior to the effective date of this Agreement or subsequent to the End Date shall be eligible for reimbursement.

Only direct expenditures for Project Work are eligible for reimbursement. Indirect expenditures are not eligible for reimbursement and the Grantee will automatically eliminate any expenses it deems to be an indirect expenditure from the Subgrantee's reimbursement requests.

Furthermore, the Subgrantee shall not be entitled to reimbursement for any costs the Grantor in its sole judgment deems unallowable. In no event, however, shall the Grantee's obligation to provide reimbursement for allowable expenditures exceed the Award.

D. Repayment of Funds. If this Agreement is terminated pursuant to Section XIII of this Agreement, the Subgrantee will be required to repay any federal funds previously disbursed for Project Work not meeting the requirements of this Agreement. If, at any time before the expiration of the Retention Period, it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Subgrantee shall immediately repay the funds at issue upon demand by the Grantee.

SECTION V
NONASSIGNABILITY

The Subgrantee shall not assign or otherwise transfer any interest in this Agreement or the Project Work in any manner not provided for in this Agreement.

SECTION VI
SUBGRANTEE OBLIGATION TO EFFECT EASEMENT

The Subgrantee, as a condition precedent to the final disbursement of funds by the Grantee, shall properly execute and record a historic preservation easement (the "Easement") prepared by the Grantee, expressed as restrictions and covenants running with the land, which is effective and enforceable against the Subgrantee, its successors, and assigns for the period referenced in Section VII, Paragraph A of this Agreement. The Easement shall include all provisions contained in Section VII and shall otherwise comply with the purpose and intent of this Agreement. Failure by the Subgrantee to record the Easement upon the request of the Grantee shall be a material breach of this Agreement.

SECTION VII
PROJECT SITE MAINTENANCE AND ADMINISTRATION

A. Duration of Maintenance and Administration Requirements. The duration of the maintenance and administration requirements of this Section have no relation to the period of performance for

Project Work as described in Section II of this Agreement and shall be effective and enforced through September 30, 2035.

B. Obligation to Preserve Historical Integrity. The Subgrantee agrees to repair, maintain, and administer the exterior of the Historic Property, and assume all the accompanying costs, so as to preserve the historical integrity of features, materials, appearances, workmanship, and environment as provided for in this Agreement. "Historical integrity" shall mean those significant characteristics that originally qualified the project site for entry in the National Register. Further, the Subgrantee shall maintain the grounds adjacent to and surrounding the Historic Property in a landscaped environment consistent with the historical character of the Historic Property. Nothing in this Agreement shall prohibit the Subgrantee from seeking financial assistance from any source available to the Subgrantee.

C. Limitations on Visual and Structural Changes. The Subgrantee shall make no visual or structural change to the Historic Property that will affect the historic integrity of the Historic Property, without written prior approval from the Grantor and the Grantee.

D. Public Visitation and Access. The Subgrantee shall administer the Historic Property and the adjacent and surrounding grounds so that the general public shall have access for purposes of viewing the exterior of the Historic Property. The right of public access shall be for not less than twelve (12) days per year on an equitably spaced basis, and at other times by appointment. "Equitably spaced" does not necessarily require public access on a once-a-month basis but may take into account seasonal and other factors that will most effectively implement the purpose and intent of the Act. Likewise, what constitutes a "day" will depend upon the Subgrantee's good faith judgment in complying with the public benefit provisions of the Act, which might reasonably include opportunities for evening visitation.

The Subgrantee agrees to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C.§ 2000d, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq*., and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq*. These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified physically challenged persons shall be made in consultation with the SHPO.

When exterior or interior work is assisted with Certified Local Government grant funds and the work is not clearly visible from a public right-of-way or the interior work is not normally open to the public except for the required twelve (12) days per year, then the Subgrantee shall publish notification giving dates and times when the Historic Property will be open to the public. This notice shall be published in a general circulation newspaper serving the community or area in which the Historic Property is located. The Subgrantee shall provide documentation of such notice to the Grantee each December for as long as the Easement is in effect.

E. Fees Associated with Public Visitation. The Subgrantee may charge a reasonable nondiscriminatory admission fee for public visitation and access to the Historic Property. If an admission fee is charged, it shall be established at a rate that will not discourage visitation and comport with fees charged at comparable historic facilities in the area.

F. Flood Insurance Coverage. The Subgrantee shall maintain flood insurance on the Historic Property, as required by Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4002 *et seq*., if it is situated in an area designated by the U.S. Secretary of Housing and Urban Development as one having special flood hazards.

G. Lead-Based Paint. The Subgrantee and its subcontractors agree to refrain from using lead-based paint in residential structures constructed or rehabilitated with Federal assistance. Such paint is defined as "any paint containing more than six one-hundredths of one percent lead by weight in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied," as provided in 24 C.F.R. § 35.63.

H. Actions Affecting the Historic Property. The Subgrantee shall inform and seek the approval of the Grantee prior to beginning any proposed action that may adversely affect the Historic Property. Further, the Subgrantee shall inform the Grantee prior to beginning any proposed action by any governmental unit which may adversely affect the Historic Property and of which the Subgrantee has knowledge.

I. Applicability of Equal Opportunity Provisions. For the duration of the maintenance and administration requirements of this Section, the Equal Employment Opportunity provisions set forth in Section II(N.) of this Agreement shall be applicable to any employment resulting from the use, repair, maintenance, administration, or accessibility of the Historic Property and the adjacent and surrounding grounds. The provisions of Section II(N.)(1)-(5) are incorporated by reference in this Section and shall be included and required by the Subgrantee in every employment contract or subcontract which results from the use, repair, maintenance, administration, or accessibility of the Historic Property and its adjacent and surrounding grounds.

The Subgrantee shall administer the Historic Property premises in such a manner that no person shall, on the basis of race, color, religion, national origin, ancestry, sex, age, familial or marital status, or disability be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity directly or indirectly related to the Historic Property.

J. Requirements of Subleases. In the event that the Subgrantee elects to lease or sublease the Historic Property, a written agreement including the provisions contained in Section VII(A)-(H) shall be executed. The Subgrantee shall ensure that any lease agreement concerning the Historic Property complies with all other relevant terms of this Agreement and that it is consistent with the purposes and intents of the Act.

SECTION VIII
RESPONSIBILITY, INDEMNIFICATION & DELEGATION

A. Responsibility and Indemnification Obligation. The Subgrantee shall be solely responsible for the acts, omissions, and negligence of its principals, employees, representatives, agents, and subcontractors. Accordingly, the Subgrantee shall indemnify and hold harmless the Grantee and its officers, agents, and employees from and against all claims, damages, losses, or expenses arising out of or resulting from the performance or non-performance of work under this Agreement. The indemnification established under this Section shall apply to any claim, damage, loss, or expense which is: (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting from injury or destruction, and (2) caused in whole or in part by any negligent act or omission, or any willful misconduct by the Subgrantee, any subcontractor, or anyone directly or indirectly employed by any one of them, or anyone for whose acts any one of them may be liable. The indemnification established under this Section shall apply regardless of whether the injury, sickness, disease, or death, or injury to or destruction of property is caused in part by a party indemnified by this Section. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.

B. Non-Limitation. In any and all claims against the Grantee or any of its officers, agents, or employees by an employee of the Subgrantee, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Subgrantee or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

C. Delegation. The Subgrantee shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Grantee has given written consent to the delegation. When submitting the request to subcontract, the subcontractor shall include the following information about the subcontractor:

1. Name of Subcontracting Firm;
2. Work that will be subcontracted;
3. Names of individuals who will perform the subcontracted work; and
4. List any and all Grantee programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.

Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Grantee shall be a material breach of this Agreement. In the event a subcontractor is approved by the Grantee, the Key Persons for the Subgrantee/Contractor shall be subject to the requirements set forth in Section II of this Agreement.

SECTION IX
COMPLIANCE WITH LAWS, REGULATIONS, GUIDELINES, AND POLICIES

The Subgrantee, in the performance of all activities under this Agreement, shall comply and require compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and of local government and shall neither commit nor permit any trespass upon any public or private property in the performance or attempted performance of any service or activity under this Agreement. The Subgrantee shall comply and require compliance with all requirements, limitations, regulations, rules, policies, guidelines, and interpretations which are made applicable to this Agreement by Executive Order of the President of the United States, by the Governor of the State of Michigan, by the Grantor, by the Michigan Attorney General, by the Grantee, by the U.S. Congress, or by the Michigan State Legislature, in connection with this Grant and pursuant to the Act.

In addition to the terms detailed in this Agreement, all Federal requirements governing grants (2 C.F.R. Part 200, consolidating and/or superseding OMB Circulars A-87, A-21 or A-122, which concern cost principles; A-102 or A-110, which concern administrative requirements; and A-133, which concern audit requirements) are applicable.

SECTION X
DISPUTE RESOLUTION

Any dispute arising under this Agreement that is not amicably resolved by the parties shall be determined by the Grantee, which shall reduce its decision to writing and furnish a copy of it to the Subgrantee. The decision of the Grantee shall be final and shall control the subsequent dealings of the parties. The decision shall not bar the Subgrantee from seeking judicial review or other alternative recourse.

The occurrence of a dispute shall not excuse performance and compliance by the Subgrantee either prior to or during the pendency of the determination of the Grantee.

SECTION XI
MODIFICATIONS

The Grantee or the Subgrantee may request modification of the Project Work, Project Budget, or Performance Schedule to be performed by the Subgrantee, provided that such a modification comports with the intents and purposes of this Agreement and is consistent with the Act, and the regulations, limitations, guidelines, policies, and interpretations prescribed by the Grantor pursuant to that Act. All requests for modification shall be submitted in written form by the duly authorized representative of the party requesting modification prior to their implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

The modification of a technical specification or procedure for Project Work that, if approved, will not affect or alter other terms of this Agreement may be accomplished by the written approval of the Grantee's designee. The modification shall not require the execution of an amendment to this Agreement, but shall constitute, upon proper approval, a part of this Agreement. Except for approved changes of technical specifications or procedures as above provided, the modification of any of the other terms of this Agreement shall not be valid unless such modification is first approved in writing by both the Grantee and Subgrantee and only if such modification, after approval, is incorporated in a written amendment to this Agreement executed by the Grantee and the Subgrantee.

The Grantee alone shall determine whether a requested modification constitutes a request for change of a technical specification or procedure which will not further affect or alter this Agreement or whether the requested modification constitutes a request for modifying the terms of this Agreement.

No verbal representation, understanding, agreement, or interpretation of any officer, agent, or employee of the Grantee or Subgrantee, either before or after the execution of this Agreement, shall modify any of the terms of this Agreement unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement, in an amendment to this Agreement, or in a written approval with respect to the modification of a technical specification or procedure for performance of the Project Work.

SECTION XII
TERMINATION OF AGREEMENT FOR UNAVAILABILITY OF STATE OR FEDERAL FUNDS

It is the intent and understanding of both parties that this Agreement is contingent upon the receipt by the Grantee of federal funds pursuant to the Act, and/or the receipt of state funds appropriated by the Michigan State Legislature. If federal funds approved or obligated by the Grantor for administration by the Grantee in connection with this Agreement are at any time rendered unavailable to the Grantee by the Grantor, of if state funds intended for expenditure to support this Agreement are made unavailable by the Michigan State Legislature or some other state funding authority, such as the Michigan Department of Technology, Management and Budget, the Grantee shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Subgrantee. Should this Agreement be terminated by reason of the unavailability of state or federal funds for the Project Work, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Subgrantee under this Agreement prior to the effective date of such termination shall be made accessible in the form of copies to both the Grantee and Grantor.

In the event of termination under this provision the Subgrantee shall be entitled to receive reimbursement for allowable expenditures incurred prior to the effective date of termination if the Grantor approves and releases funds for that reimbursement. Reimbursement to the Subgrantee, in the event of termination under this provision, shall be made in accordance with Section IV of this Agreement.

SECTION XIII
WITHHOLDING OF FUNDS, SUSPENSION, AND TERMINATION OF AGREEMENT

A. Applicability. When a Subgrantee has materially failed to comply with this Agreement's stipulations, terms, standards, or conditions, the Grantee may suspend the Grant, terminate the Grant for cause, or take such other remedies as may be legally available and appropriate under the circumstances. The approval of this Agreement and any subsequent payments made under this Agreement will not prevent the Grantee from withholding funds because of the Subgrantee's failure to comply with the requirements of this Agreement or observe applicable Federal or State requirements.

1. Withholding of payments. The Grantee may withhold payments otherwise due to a Subgrantee if the Subgrantee has failed to comply with the Agreement's reporting requirements, program objectives, or Award conditions (the "Deficiency"). The Grantee will provide a written advance notification to the Subgrantee identifying the Deficiency and declaring its intent to withhold future payments if the Deficiency is not corrected by a specific date (the "Cure Date"). If the Deficiency is not corrected by the Cure Date, the Grantee will notify the Subgrantee by letter that payments will not be made until the Deficiency is corrected. When the Deficiency is fully corrected, payments will be released. Continued noncompliance or a failure to act by the Subgrantee may result in suspension or termination of this Agreement. (Grant suspensions or terminations include not only payments being withheld, but also that no additional costs, or only very limited additional costs, may be authorized by the Grantee to be incurred by the Subgrantee).
2. Suspension. Suspension is an action taken by the Grantee, which temporarily withdraws or limits a Subgrantee's authority to act or receive any benefits relating to the Agreement pending either (1) a corrective action by the Subgrantee as specified by the Grantee or (2) a decision by the Grantee to terminate the Agreement.
   a. Notification. When a Subgrantee has materially failed to comply with the terms and conditions of this Agreement, the Grantee may suspend the Agreement, in whole or in part, after giving the Subgrantee 30 days written notice to provide the Subgrantee the opportunity to cure the condition or show cause as to why the Agreement should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Subgrantee, and the effective date of the suspension. The suspension may be made effective without previous notice in an emergency situation such as when a delayed effective date would unreasonably impair the Grantee's responsibility to protect the Government's interest.
   b. Commitments. No commitment of funds incurred by the Subgrantee during a period of the suspension will be allowed under the Agreement, unless the Grantee expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Subgrantee could not reasonably avoid during a period of suspension will be allowed if they result from charges properly incurred by the Subgrantee before the effective date of the suspension, and not in anticipation of suspension or termination.
   c. Adjustments to payments. Appropriate adjustments to payments submitted by the Subgrantee after the effective date of suspension will be made either by withholding the payments or by not allowing the Subgrantee credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
   d. Suspension period. A suspension will remain in effect until the Subgrantee has (1) taken corrective action to the satisfaction of the Grantee, (2) given written evidence satisfactory

to the Grantee that corrective action will be taken, or (3) until the Grantee terminates the Agreement.

3. Termination. Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.

   a. Termination for cause. The Grantee may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Subgrantee has failed to comply with the terms and conditions of this Agreement. The Grantee will promptly notify the Subgrantee in writing of the termination and provide the reasons for the termination, together with the effective date. Payments made to the Subgrantee or recoveries by the Grantee under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.

   b. Termination for convenience. The Grantee or the Subgrantee may terminate this Agreement in whole or in part when both parties agree that the continuation of the Project Work would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. For partial terminations, such termination will not affect any preservation agreement or covenant that may be executed as a prior condition for this Grant assistance. An amendment to this Agreement is required for all terminations for convenience.

   c. Termination by Subgrantee. The Subgrantee may, with written notification to the Grantee, unilaterally cancel this Agreement at any time prior to the first payment on the Agreement. Once initiated, no Project Work financed with Grant proceeds shall be terminated by a Subgrantee prior to satisfactory completion without approval of the Grantee. After the initial payment, the Agreement may be terminated, modified, or amended only by mutual agreement of the Subgrantee and the Grantee pursuant to its terms. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

   d. Commitments. If this Agreement is terminated, the Subgrantee will not incur new obligations for the terminated portion after the effective date of the termination. The Subgrantee will cancel as many outstanding obligations as possible. The Grantee will allow full credit to the Subgrantee for the Federal share of the non-cancellable obligations properly incurred by the Subgrantee prior to termination. Costs incurred after the effective date of the termination will be disallowed.

In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Subgrantee under this Agreement prior to the effective date of termination shall become the property of the Grantee. However, the Subgrantee shall be entitled to retain copies.

The Subgrantee, in the event of termination under this provision, shall be entitled to receive reimbursement for expenditures made and services satisfactorily performed under this Agreement prior to the effective date of such termination. When the Secretary of the Interior's Standards are cited in Section I of this

Agreement, the Subgrantee shall only be entitled to reimbursement for that Project Work that meets the Secretary of the Interior's Standards. Reimbursement to the Subgrantee, in the event of termination under this provision, shall be made in accordance with Section IV of this Agreement.

Notwithstanding the foregoing, the Subgrantee shall not be relieved of its liability to the Grantee for the damages sustained by the Grantee as the result of any breach of this Agreement until the Grantee so releases the Subgrantee and has determined for the purpose of set-off the exact amount of damages due the Grantee.

SECTION XIV
EFFECTIVE DATE OF AGREEMENT TERMS

The parties agree and understand that this Agreement shall not take effect unless (1) the Grantor issues a written authorization to the Grantee for the Project Work described in this Agreement, and (2) this Agreement is signed by both the Grantee and the Subgrantee. If the Grantee's signature is not obtained, then any Project Work performed or expenses incurred by the Subgrantee in performance of this Agreement shall be performed or incurred by the Subgrantee at risk of non-reimbursement.

Further, the Subgrantee understands that, for each fiscal year, Project Work must receive a separate federal written authorization. A single fiscal year runs for 365 days from October 1 of a year to September 30 of the following year. Therefore, the parties agree that the Grantee is only liable to reimburse the Subgrantee for that Project Work which has (1) been satisfactorily performed under a signed agreement, (2) received federal authorization for the fiscal year in which it was performed, and (3) been performed and completed in compliance with the terms of this Agreement.

Although this Agreement may have been signed by both parties, any Project Work performed or expenses incurred by the Subgrantee in fulfillment of this Agreement, when federal authorization for that fiscal year is lacking, shall be performed or incurred at the sole and singular risk and expense of the Subgrantee.

SECTION XV
SEPARABILITY OF PROVISIONS

It is declared to be the intent of the parties that if any provision of this Agreement or its application to any persons or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect or invalidate the remainder of this Agreement or its application to other persons or circumstances, unless so provided by the court or unless the severance of such an invalid provision alters the basic intent or purpose of this Agreement, causes an increase of the Grantee's financial obligation, or renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy, or interpretation prescribed by the Grantor under the Act.

SECTION XVI
EXECUTION AND IMPLEMENTATION

A. **Counterparts; Facsimile/PDF Signatures.** This Agreement may be signed in counterparts and delivered by facsimile or in pdf form, and in any such circumstances, shall be considered one document and an original for all purposes and shall become effective on the date of the final signature.

B. **Waiver**. A failure or delay by the Grantee in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

C. **Entire Agreement**. This Agreement sets forth the entire agreement of the parties with respect to the subject matter, and supersedes all prior agreements whether written or oral, with respect to the subject matter of this Agreement.

D. **Jurisdiction**. The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Subgrantee acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Subgrantee resides, in or outside of the United States.

IN WITNESS WHEREOF the parties to this Agreement, by their respective and duly authorized representatives, hereto subscribe and execute this Agreement as of the day and year first written above.

- REMAINDER OF PAGE BLANK -

GRANTEE

STATE HISTORIC PRESERVATION OFFICE

____
By: MARTHA MACFARLANE-FAES
Its: DEPUTY STATE HISTORIC PRESERVATION OFFICER

REMAINDER OF PAGE BLANK - SIGNATURES CONTINUE ON NEXT PAGE

GRANTEE

MICHIGAN STRATEGIC FUND

DocuSigned by:

Matt Casby

384CDD4A5BCD4FB...

By: MATTHEW CASBY
Its: ASSOCIATE FUND MANAGER

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SUBGRANTEE

CITY OF MUSKEGON

____
By: DAN VANDERHEIDE
Its: DPW DIRECTOR

EXHIBIT A

SCOPE OF WORK

[Follows under this cover]

CG23-456

FOR THE CITY OF MUSKEGON
HACKLEY PARK MONUMENT CONSERVATION PROJECT

SCOPE OF WORK

Section I
Work Overview

In accordance with this Agreement and in a manner satisfactory to the Grantee, the Subgrantee shall:

A. Hire, compensate, and supervise personnel to be employed in completing the Project Work as outlined in this exhibit. Personnel shall be licensed and insured in the State of Michigan. Bidding and procurement requirements are outlined in the Grant Manual
B. Provide all necessary project-management services, including accounting, bookkeeping, payroll reporting, and day-to-day management of Project Work activities.
C. Place not less than one (1) sign acknowledging federal financial assistance in a conspicuous location on the Historic Property. The Sign shall be erected at the beginning of Project Work and a photograph of the Sign shall be submitted to the Grantee within three (3) days of its installation. The Sign shall remain in place until the Project Work has been completed. The Sign shall be a minimum of 4' x 6' and shall be in keeping with the visual aesthetics of the Historic Property. The Sign shall at a minimum contain (1) the name of the Historic Property, (2) National Park Service funding credits and logo, (3) Grantee logo, and (4) Subgrantee logo. The Grantee will provide the Subgrantee with a digital file containing the required content of the Sign, which shall be manufactured by the Subgrantee. If the Subgrantee desires to deviate from the content of the Sign provided in the digital file, such deviation must be approved by the Grantee prior to manufacturing the Sign.
D. Complete the Project Work in a satisfactory manner and consistent with the U.S. Secretary of the Interior's *Standards* and Preservation Briefs.

Section II
Project Site

The Project Work set forth in this Exhibit A shall be performed on the Historic Property located at 350 West Webster Avenue, Muskegon, Michigan 49940.

Section III
Project Work

The Project Work associated with this Agreement shall be carried out in accordance with the conservator's report included in the grant application, dated November 15, 2022, and attached hereto as Exhibit H.

More specifically, the Project Work shall include the following for five monuments:

- Documenting each monument before, during, and after treatment in written and photographic methods.
- Washing with a power washer, followed by water washing with 1% detergent and synthetic bristle brushes to remove dirt, dust, and grime, followed by thorough water washing. Power washing pressure must be appropriate for the material and shall not cause any damage. Materials not intended to be power washed must be protected from overspray.
- Performing minor structural repair and patching, as well as toning of previous fills if they have degraded.
- Removing wax completely on each monument with appropriate solvents.
- Washing monuments with distilled water to ensure previous soaps applied to the monuments are removed or deactivated.

- Excavating areas of bronze disease.
- Performing minor patina correction with potassium sulfide for unsightly and heavily oxidized areas. For each:
    - o Areas will be rinsed with distilled water, the surface will be heated, and potassium sulfide will be applied.
    - o Testing will be performed to determine the timeline upon which the potassium sulfide should be rinsed with distilled water.
- Treating each monument overall with benzotriazole, a corrosion inhibitor.
- Hot-waxing each monument with an appropriate wax.
- Cleaning granite bases as needed using the gentlest means possible.
- Training City of Muskegon staff in the appropriate techniques needed to clean and wax the monuments in the future on a scheduled and routine basis.

All work shall be consistent with the *Standards* and is subject to Grantee approval. Any proposed changes to the Project Work shall be approved by the Grantee prior to proceeding.

Section IV
Credit Requirements

A. Federal Funding Credit and Legal Notice. The introduction of each written, audio, visual, or other material (including public announcements and news releases) produced by the Subgrantee pursuant to this Agreement shall contain a credit that reads verbatim as follows:

> The activity that is the subject of this project has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior, through the Michigan Strategic Fund, State Historic Preservation Office. However, the contents and opinions herein do not necessarily reflect the views or policies of the Department of the Interior or the Michigan Strategic Fund, State Historic Preservation Office, nor does the mention of trade names or commercial product herein constitute endorsement or recommendation by the Department of the Interior or the Michigan Strategic Fund, State Historic Preservation Office.

Financial Assistance Disclaimer. The Subgrantee and its subcontractors shall also print in each written, audio, visual, or other material (including public announcements and news releases) produced by the Subgrantee pursuant to this Agreement a notice that reads verbatim as follows:

> This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:
>
> Chief, Office of Equal Opportunity Programs
> United States Department of the Interior
> National Park Service
> 1849 C Street, NW, MS-2740
> Washington, DC 20240

Section V
Additional Requirements

A. Quarterly Progress Reports. The Subgrantee shall provide quarterly progress reports to the Grantee using the form provided by the Grantee. Quarterly progress reports shall be due by January 15, April 15, July 15, and October 15 of each year during the project reporting period and will include:

2. Title sheet identifying the Project, contract number, and name and address of the Contractor employed on the project.
3. Names and titles/responsibilities of the project manager and persons working on the project, including any subcontractors.
4. A financial report of expenditures to date including any changes to approved Project Budget or approved work schedule.
5. A written summary of progress outlining the work accomplished during the reporting period. Problems, real and anticipated, or any significant deviation from the agreed-upon work plan should be brought to the attention of the Contract Administrator.

B. Project Completion Report and Reimbursement Request. Prepare and submit to the Grantee one (1) copy of a Project Completion Report and a proper claim for reimbursement which shall be supported by documentation of the expenditures claimed within thirty (30) days following Grantee approval of the completed project. The Subgrantee should also comply with the reporting and completion dates as set forth in the Work Schedule attached and incorporated in the Performance Schedule.

EXHIBIT B

PERFORMANCE SCHEDULE

[Follows under this cover]

CG23-456

FOR THE CITY OF MUSKEGON
HACKLEY PARK MONUMENT CONSERVATION PROJECT

Work Items	
July 2023	Grantee completes National Environmental Policy Act (NEPA) Review
July 2023	CLG Grant agreement executed
August 2023	Grantee completes pre-work site inspection
Procurement	
August 2023	Subgrantee submits draft Request for Proposals (RFP), solicitation letter, and advertisement plan to Grantee for review
September 2023	Grantee approval of RFP, solicitation letter, and advertisement plan
September 2023	Subgrantee posts RFP and solicits bids
November 2023	Subgrantee submit bids and rationale for bidder selection to Grantee
November 2023	Grantee approval of bidder selection
December 2023	Subgrantee submits draft subcontract to SHPO for approval
December 2023	Grantee comments and recommends changes for subcontract
December 2023	Subgrantee executes subcontract
December 2023	Subgrantee submits copy of executed subcontract to Grantee
Construction	
January 2024	Begin construction
January 2024	Install project sign and submit photo documentation to Grantee
July 2024	Finish construction
August 2024	Final on-site inspection by Grantee
Project Close-Out	
August 2024	Subgrantee Submits Completion Report
August 2024	Subgrantee records easement and submits to SHPO
August 2024	Subgrantee submits final reimbursement request with financial documentation to Grantee
September 2024	Anticipated reimbursement from Grantee
Project Reporting	
Every January 15, April 15, July 15, and October 15	Subgrantee submits Quarterly Progress Report to Grantee for the duration of the project

EXHIBIT C

PROJECT BUDGET

[Follows under this cover]

CG23-456

FOR THE CITY OF MUSKEGON
HACKLEY PARK MONUMENT CONSERVATION PROJECT

PROJECT BUDGET

WORK ITEMS	CLG FUNDS	MATCH	PROJECT TOTAL
Construction			
Hackley Park Monument Conservation	$55,000.00	$22,440.00	$77,440.00
TOTALS	**$55,000.00**	**$22,440.00**	**$77,440.00**

REIMBURSABLE SHARE	
Subgrantee:	City of Muskegon
Source:	General Fund
Kind:	Cash
Amount:	$55,000.00
Total	**$55,000.00**

EXHIBIT D

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

[Follows under this cover]

CG23-456

FOR THE CITY OF MUSKEGON
HACKLEY PARK MONUMENT CONSERVATION PROJECT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

TIMETABLES	Goals for Minority Participation For Each Trade	Goals for Female Participation In Each Trade
In Process		

These goals are applicable to all the contractor's construction work (whether it is Federal or federally assisted) performed in the covered area.

The contractor's compliance with Executive Order 11246 (the "Executive Order") and the regulations in 41 C.F.R. § 60-4 shall be based on the contractor's implementation of the Equal Employment Clause, specific affirmative action obligations required by the specification set forth in 41 C.F.R. § 60-4.3(a), and the contractor's efforts to meet the goals established for the geographical areas where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly in each of its projects. The transfer of minority or female employees or trainees from contractor-to-contractor or from project-to-project for the sole purpose of meeting the contractor's goals shall be in violation of the contract, the Executive Order and the regulations in 41 C.F.R. § 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is: 350 West Webster Avenue, Muskegon, Michigan 49440.

EXHIBIT E

STANDARD FEDERAL EQUAL OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS

[Follows under this cover]

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered area" means the geographic area described in the solicitation from which this contract resulted.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

   c. "Employer identification number" means the Federal Social Security Number used in the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, the contractor/subcontractor shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.

3. If the contractor is participating (pursuant to 41 C.F.R. § 60-4.5) in a hometown plan (the "Plan") approved by the U.S. Department of Labor in the covered area either individually or through an association, the contractor's affirmative action obligations on all work in the Covered area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with his or her obligations under the Equal Employment Opportunity ("EEO") clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Exhibit E. The goals set forth in the solicitation are expressed as percentages of the total hours of employment and training that the contractor should reasonably be able to achieve for minority and female utilization in each construction trade in which it has employees in the covered area.

The contractor is expected to make substantially uniform progress toward these goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, the Executive Order, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Training must be in accordance with training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon the contractor's efforts to achieve maximum results from these actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two (2) or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor's or the contractor's union have employment opportunities available, and maintain a record of the organizations' responses. (See Chapter 17, G. 2. of the Historic Preservation Fund Manual)

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

   d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's effort to meet its obligations.

   e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b, above.

   f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting EEO obligations; by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in an advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or does not anticipate doing business.

i. Direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractors shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. § 60-3.

l. Conduct, at least annually, an inventory and evaluation of at least all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community (or other similar group of which the contractor is a member and participant), may be asserted as fulfilling any specifications provided that:

a. the contractor actively participates in the group,

b. makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry,

c. ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation,

d. makes a good faith effort to meet its individual goals and timetables, and

e. can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor.

The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. The contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved the goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under utilized.)

10. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to the Executive Order.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to the Executive Order, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and the Executive Order, as amended.

13. The contractor, in fulfilling the obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Exhibit E, so as to achieve maximum results from the efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions thereof as may be required by the Government, and keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EXHIBIT F

EQUAL OPPORTUNITY CLAUSE

[Follows under this cover]

FOR THE CITY OF MUSKEGON HACKLEY PARK MONUMENT CONSERVATION PROJECT

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees to the following:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 (the “Executive Order”), and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by the Executive Order, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of the Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees to be bound by the above equal opportunity clause with respect to its own employment practices when participating in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentally, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees to assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees to refrain from entering into any contract or contract modification subject to the Executive Order, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that failure or refusal to comply with these undertakings may cause the administering agency to take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant, contract, loan, insurance, guarantee; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the U.S. Department of Justice for appropriate legal proceedings.

EXHIBIT G

CERTIFICATION OF NON-SEGREGATED FACILITIES

[Follows under this cover]

CG23-456

FOR THE CITY OF MUSKEGON
HACKLEY PARK MONUMENT CONSERVATION PROJECT

CERTIFICATION OF NONSEGREGATED FACILITIES

[Applicable to federally assisted construction contracts and related subcontracts exceeding Ten Thousand Dollars ($10,000.00) which are not exempt from the Equal Opportunity clause.]

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars ($10,000.00) which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

____
Signature Date

____
Name and Title of Signer (Please type or print)

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. § 1001.

EXHIBIT H

CONSERVATOR'S REPORT

[Follows under this cover]

473 W Fullerton Ave, Elmhurst IL 60126
847.491.0110 ThirdCoastConservation.com

Visit Date September 22nd to 23rd, 2021
Revision Date November 15th , 2022
Submitted By

Anna Weiss-Pfau, AIC-PA, Principal Conservator 630.308.0390
3rdcoastconservation@gmail.com
L.Liparini Studio ◆ Third Coast Conservation, LLC (LTC)

To
Brenda Nemetz, Collections Manager
Lakeshore Museum Center
231-724-5532
brenda@lakeshoremuseum.org

Project

Conservation & Maintenance Assessment of City of Muskegon
5 Hackley Park Bronze Sculptures and 2 Additional Bronzes

Conservation & Maintenance Assessment of Sculptures within the City of Muskegon

Scope

Third Coast Conservation was asked to assess 7 sculptures in Hackley Park in Muskegon, Michigan, 1 cannon, and 5 bronze sculptures, and 7 additional sculptures within the city.

This **Site Visit Report & Proposal Part 1** will cover the assessment, treatment proposals, and associated costs to conserve 7 Hackley Park Bronze Sculptures and cannon.
Part 2 will include maintenance and treatment recommendations for the additional sculptures.

Hackley Park Sculptures

1.
Civil War Monument – Aka “Soldiers and Sailors Monument”

Joseph Carabelli 1889 Bronze / Granite

Dimensions of Monument:	80’ (H)	30’ (W)	30’(W) (estimated)
Liberty	12’		
4 Figures	7’	1’10”	1’10” (average)

This monument includes the *Liberty* sculpture at the top, with 4 other sculptures on the lower portion including an *Artilleryman, Infantryman, Calvaryman,* and *Sailor.* More in-depth descriptions are featured in the 1994, and 1997-1998 reports.

The monument was examined from a 60’ articulated mobile elevated work platform. It was not sufficient to get very close to the *Liberty* statue. The use of a zoom lens on the DSLR camera was able to aid in the examination. Also note that the sculpture was examined in the rain, and so some areas of the sculptures may appear dark where they are wet. Some areas of the sculptures were dry and thus able to be properly examined.

Previous Treatment

The previous treatment in 1997-1998 included both the bronze and the stone. The bronze was washed to remove loosely adhered corrosion products, chemically patinated with hot potassium sulfide, and hot waxed. The granite was considered in excellent condition aside from a vertical crack on the stone that liberty is mounted to and washed.

A Cleaning Report report from 2016 was provided and staff indicated that another maintenance likely occurred in 2018-2019. This includes details of condition issues. It was noted that 1 can of wax was used, and ¼ cup of detergent was used. It is not noted what type of wax or detergent was used.

General Conditions pertaining to all 5 sculptures

All 5 sculptures appear in good condition from afar. Up close, blue-green oxidation has begun to form in a spotted appearance, notably in areas of bolts, along the bottom edges of the base, high points/edges of elements including the bottoms or folds in pants, on top of each of the heads. This spotty appearance does seem consistent throughout each of the sculptures. When the sculpture is examined completely dry, there may be areas with more significant oxidized areas that may be unsightly. If this were the case, localized patination might be possible, but otherwise since it is mostly evenly oxidizing, simply waxing may be appropriate.

An unusual spotted and sometimes bubbling has appeared in areas where wax is often heavily applied. This may be because of a heavy application of wax in that area or a reaction due to a residue of a soap.
All sculptures have soiling and insect residues and nests.

The 2016 Cleaning Report indicates that the caulk is missing for several of the sculptures. It may be possible that the conservators in the 1998 treatment never applied caulk in order to provide for drainage of water.

Notable is that each sculpture was never given an Incralac coating. This was likely chosen because it appears the previous work was performed from a lift or scaffolding and incralac is difficult to spray appropriately in-situ. Additionally, it must be replaced when it begins to fail every 7 years, and this may be difficult for the city to manage. Each sculpture was hot waxed during the 1998 treatment.

Stone
The monument's stone (granite) was mostly in good condition. The most notable issue was that the stone, along with all of the other stone monuments appeared to have an uneven shades of yellow discoloration. This was not mentioned in the 1997 treatment report or 1994 Outdoor Sculpture Condition Survey. This phenomenon might appear in images in the 1994 survey, however it is difficult to discern because the pdf is a photocopy.

On the side between the infantryman and the calvaryman there is a substantial amount of spalling on the side of the stone that is not present in the 1994 images. It is the conservator's opinion that this yellow discoloration may have been slowly forming over time and is much more noticeable now than it was in 1994-1998. It is likely from a consolidation or water repellent treatment that is ageing, and it may have begun to cause spalling in certain areas, including that mentioned above. The original lead jointing and the crack on the stone top that were repaired in 1997-1998 appear in good condition.

Liberty
The Liberty sculpture was only examined from 60', as the wrong lift size was delivered.
Structurally, the sculpture appears in good condition. The dark line along the back of the proper right arm that was mentioned in 1994, was repaired in 1997-1998 treatment, and it appears to still be holding strong.
In the 2016 cleaning report, it was noted that the eagle was corroded on top and bottom; unfortunately this could not be seen during this examination.
Spots of crusts forming in crevices is evident. There are more significant areas of oxidation forming in bright green spots, including a yellow-green, likely from bird droppings.

Sailor (west)
Structurally the sailor appears in good condition. It was noted in the 1997-1998 treatment that the sailor's cutlass (sword) was replaced. This was not present in the 2016 report it was noted that a replacement is in the museum's storage until a conservator is hired to reattach it.
As mentioned in the general conditions, the sailor's neckerchief has spots of bubbling in the wax layer. The hat also has extensive green corrosion formation.

Artilleryman (south)
It was noted in the 2016 cleaning that there is a large spot of corrosion where the water drips on the statue from the granite above. This area may require patina correction, as it has become green/blue.

Infantryman (east)
The back of the infantryman's hat appears heavily oxidized, and this may be an area that requires some patina correction. There is also extensive wax build up as well in crevices, which has also been previously noted.

Cavalryman (north)
Conditions consistent with the above and previous reports, including the missing nut on the back of the base.

Treatment Questions

1. How much would the city like us to address oxidation (blue-green spotting)? Would a wax removal and replacement with a tinted wax be sufficient, or just a spot treatment of more substantial oxidized areas, or full re-patination? Full repatination would be a much more substantial operation, including scaffolding or the deinstallation of the figures. A lacquer layer would also protect them further. The conservators would suggest the spot treatment, with a tinted wax at this time, as they have not completely oxidized and from the ground the oxidation is hard to see, but this may be a consideration for the future.

Treatment Proposal

Setup needs: 1 x 80’ lift and 1 x 40-60’ lift or scaffolding

1. Document before, during, and after treatment in written and photographic methods
2. Wash with a power washer, followed by water washing with 1% Orvus (detergent) and synthetic bristle brushes to remove dirt, dust, grime, accretions, followed by thorough water washing.
3. Come prepared to perform minor structural repair and patching, as well as toning of previous fills if they have degraded.
4. Remove wax completely on the entire sculptures with appropriate solvents.
5. Wash sculptures with distilled water to ensure any pervious soaps applied to the sculptures is removed or deactivated.
6. Excavate areas of bronze disease (light powdery green corrosion). This was not seen in the examination but it will likely be present in small areas, especially on the *Liberty* sculpture.
7. Perform minor patina correction with potassium sulfide for more unsightly and more heavily oxidizing areas.
    i. Area will be rinsed with distilled water, surface heated with a blow-torch, potassium sulfide applied. Testing will be performed to determine the timeline upon which the potassium sulfide should be rinsed with distilled water.
8. Treat the sculpture overall with benzotriazole (BTA) a corrosion inhibitor for bronze 3% in ethanol.
9. Hot-wax sculptures with Butcher’s Bowling Alley Wax.

2.
Abraham Lincoln

Charles Henry Neihaus 1899 Bronze / Granite
Dimensions: Estimated 5’ (H) x 4’ (W) with 7’ tall base

Condition

Object is in good condition overall.
On the surface there is red paint on the top of the base near the feet in small areas.
There is significantly more oxidation over several surfaces and areas than the other sculptures in Hackley Park. This sculpture may be interacted with more often with the public, as it is much more climbable.
The oxidation is along both of his legs, cloak, upper folds of his clothing and hair, the top surface of the base.
The wax layer appears to be becoming cloudy overall by most significantly along the back of the chair.
Review of the 2016 report does not indicate any major changes.

Stone

There appears to be the same yellowing of the stone as the Civil War Memorial, including some areas of spalling on the base.

Treatment Proposal

Setup needs: 1 x 40-60’ lift, ladders

1. Document before, during, and after treatment in written and photographic methods

2. Wash with a power washer, followed by water washing with 1% Orvus (detergent) and synthetic bristle brushes to remove dirt, dust, grime, accretions, followed by thorough water washing.
3. Remove red paint with appropriate solvents.
4. Come prepared to perform minor structural repair and patching as needed.
5. Remove wax completely on the entire sculpture with appropriate solvents.
6. Excavate areas of bronze disease (light powdery green corrosion). This was not seen in the examination but it will likely be present in small areas.
7. Perform patina correction with potassium sulfide for more unsightly and more heavily oxidizing areas including on Lincoln's cloak and legs, top surface of the base.
    i. Area will be rinsed with distilled water, surface heated with a blow-torch, potassium sulfide applied. Testing will be performed to determine the timeline upon which the potassium sulfide should be rinsed with distilled water.
8. Treat the sculpture overall with benzotriazole (BTA) a corrosion inhibitor for bronze 3% in ethanol.
9. Hot-wax sculpture with tinted Butcher's Bowling Alley Wax.

3.
Ulysses S. Grant

J. Massey Rhind 1899 Bronze/Granite
Dimensions: Estimated 7' (H) with 7' tall base

Condition

Good condition. More areas of oxidation including on the strap, along the perimeter of the base. None disfiguring. Pooling on top of the base in oxidized iron, so there is likely an area of steel exposed that is causing this pooling; this was noted to have been growing in the 2016 notes.
Same issues with the base.
It was noted in the 2016 notes that the sword tip and ring from the sword strap were missing, and these on file in the Museum until a conservator can reattach them. No other new condition notes visible.

Stone

The same issues as noted for the other stone however this stone appears more significant drip-like yellow discoloration, as well as from the ferrous oxidation, and a blue/green along the top edge of the stone.
Additionally, noted in 2016 was a white crystalline material along the edge. This should be tested for salts or lead.

Treatment Proposal

Setup needs: 1 x 40-60' lift, ladders

1. Document before, during, and after treatment in written and photographic methods
2. Test white crystalline material for lead or salts.
3. Wash with a power washer, followed by water washing with 1% Orvus (detergent) and synthetic bristle brushes to remove dirt, dust, grime, accretions, followed by thorough water washing.
4. Come prepared to perform minor structural repair and patching as needed if the city would like the missing elements reattached.
5. Remove wax completely on the entire sculpture with appropriate solvents.
6. Excavate areas of bronze disease (light powdery green corrosion). This was not seen in the examination but it will likely be present in small areas.
7. Excavate area of ferrous corrosion and treat with tannic acid.
8. Perform patina correction with potassium sulfide for more unsightly and more heavily oxidizing areas if necessary.

   i. Area will be rinsed with distilled water, surface heated with a blow-torch, potassium sulfide applied. Testing will be performed to determine the timeline upon which the potassium sulfide should be rinsed with distilled water.

9. Treat the sculpture overall with benzotriazole (BTA) a corrosion inhibitor for bronze 3% in ethanol.
10. Hot-wax sculpture with Butcher's Bowling Alley Wax.

4.
William Tecumseh Sherman

J. Massey Rhind 1899 Bronze/Granite
Dimensions: Estimated 7' (H) with 7' tall base

Condition

This sculpture in in good condition. The wax is ageing around the base, but this layer seems in otherwise good condition. There is more insect activity with this sculpture, including spider webs, growth and white spots.
Highpoints exhibit some oxidation but not as significantly as other sculptures in this group. Corrosion particularly significant along the bottom edges where the sculpture meets the base.

Stone

The same issues as noted for the other stone however this stone has substantially more biological growth on it compared to the others. May suggest washing with D2 to kill the biological growth. The yellowing is more drip-like, as well as from the ferrous oxidation, and a blue/green along the top edge of the stone.

Treatment Proposal

Setup needs: 1 x 40-60' lift, ladders

1. Document before, during, and after treatment in written and photographic methods
2. Wash with a power washer, followed by water washing with 1% Orvus (detergent) and synthetic bristle brushes to remove dirt, dust, grime, accretions, followed by thorough water washing.
   a. This treatment would also include the base, followed by the use of D2 biological solution to try to reduce the biological growth on the base.
3. Come prepared to perform minor structural repair and patching as needed.
4. Remove wax completely on the entire sculpture with appropriate solvents.
5. Excavate areas of bronze disease (light powdery green corrosion). This was not seen in the examination but it will likely be present in small areas.
6. Excavate area of ferrous corrosion and treat with tannic acid.
7. Perform patina correction with potassium sulfide for more unsightly and more heavily oxidizing areas if necessary. This is not likely as no areas were particularly distracting, but it will be prepared for.
   a. Area will be rinsed with distilled water, surface heated with a blow-torch, potassium sulfide applied. Testing will be performed to determine the timeline upon which the potassium sulfide should be rinsed with distilled water.
8. Treat the sculpture overall with benzotriazole (BTA) a corrosion inhibitor for bronze 3% in ethanol.
9. Hot-wax sculpture with Butcher's Bowling Alley Wax.

5.
William McKinley

Charles Henry Niehaus/Joseph Carabelli 1899 Bronze/Granite

Condition

Structurally stable.

Small areas of oxidation beginning in crevices, as well as significant biological growth particularly along the interior of the jacket.
The sculpture overall exhibiting significant deterioration in a previously applied wax layer, as it appears to be blooming throughout, particularly the jacket.
White oxidation running down the side of the jacket along the arm. Proper left shoulder may have an additional darkening phenomenon occurring, potentially a biological growth or a past treatment.

Stone

The stone base is in good condition and had just been power washed when the conservator arrived.

This sculpture was not maintained by the city or museum in previous years.

Treatment Proposal

Setup needs: ladders, rolling scaffold – this sculpture is located on top of a stone monumental base platform with a flower bed immediately behind the platform, so a lift would likely not be desired. Conservators will attempt the work with a rolling scaffold with outriggers and ladders from the front

1. Document before, during, and after treatment in written and photographic methods
2. Wash with a power washer, followed by water washing with 1% Orvus (detergent) and synthetic bristle brushes to remove dirt, dust, grime, accretions, followed by thorough water washing.
3. Come prepared to perform minor structural repair and patching as needed if the city would like the missing elements reattached.
4. Remove wax completely on the entire sculpture with appropriate solvents.
5. Excavate areas of bronze disease (light powdery green corrosion). This was not seen in the examination but it will likely be present in small areas.
6. Perform patina correction with potassium sulfide for more unsightly and more heavily oxidizing areas if necessary. This was not visible but conservators will be prepared if needed.
    i. Area will be rinsed with distilled water, surface heated with a blow-torch, potassium sulfide applied. Testing will be performed to determine the timeline upon which the potassium sulfide should be rinsed with distilled water.
7. Treat the sculpture overall with benzotriazole (BTA) a corrosion inhibitor for bronze 3% in ethanol.
8. Hot-wax sculpture with Butcher’s Bowling Alley Wax.

6.
General Philip Kearny

Henry Kirke Brown 1901 Bronze/Granite
Located in Pocket park
Dimensions: Estimated 7’ (H) on 7’ tall stone base

Condition

Object viewed in the rain.
Object is in generally good condition. Oxidation was more significant along edges and highpoints, as well as corrosion along the base of the bronze around the pedestal.
As noted in the 2016 notes, there is a missing sword strap.

This wax appears in better condition, and may not require the wax to be completely removed, but it may required when able to be viewed up close in drier conditions.

Treatment Proposal

Setup needs: ladders, rolling scaffold with outriggers

1. Document before, during, and after treatment in written and photographic methods
2. Wash with a power washer, followed by water washing with 1% Orvus (detergent) and synthetic bristle brushes to remove dirt, dust, grime, accretions, followed by thorough water washing.
3. Come prepared to perform minor structural repair and patching as needed if the city would like the missing elements reattached if they have the strap.
4. Remove wax completely on the entire sculpture with appropriate solvents.
5. Excavate areas of bronze disease (light powdery green corrosion). This was not seen in the examination but it will likely be present in small areas.
6. Treat the sculpture overall with benzotriazole (BTA) a corrosion inhibitor for bronze 3% in ethanol.
7. Hot-wax sculpture with Butcher’s Bowling Alley Wax.

7.
Admiral Farragut

Charles Henry Niehaus 1899 Bronze/Granite
Dimensions: Estimated 7’ (H) on 7’ tall base

Condition

Good condition overall. Areas of oxidation appearing on the proper left leg, as well as other high points like the cloak’s edge and top of binoculars.

The strap on the back appears to be hanging inappropriately and has damaged part of the cloak. This should be checked against historic images to see if this is to be reassembled in a different way. Part of that strap is scratched as well and has a green oxidation forming.
Bright green, likely bronze disease (bright green corrosion) forming under the back of the hair.
Conservator does not see a rusty area on the back as noted in 2016 but it could be the lighting and should be examined further once a lift is procured.

Stone

Same yellow discoloration phenomenon on the base as the other monuments.

Treatment Proposal

Setup needs: 1 x 40-60’ lift, ladders

1. Document before, during, and after treatment in written and photographic methods
2. Wash with a power washer, followed by water washing with 1% Orvus (detergent) and synthetic bristle brushes to remove dirt, dust, grime, accretions, followed by thorough water washing.
3. Come prepared to perform minor structural repair and patching as needed if the city would like the missing elements reattached if they have the strap.
4. Remove wax completely on the entire sculpture with appropriate solvents.
5. Excavate areas of bronze disease (light powdery green corrosion). This was not seen in the examination but it will likely be present in small areas.
6. Treat the sculpture overall with benzotriazole (BTA) a corrosion inhibitor for bronze 3% in ethanol.
7. Come prepared to do additional patina work but likely not necessary.
8. Hot-wax sculpture with Butcher's Bowling Alley Wax.

Images

Images are available for download from the following Google Drive link. The link will expire in 2 months from the date of this report.
https://drive.google.com/drive/folders/1jya7eFaEv273u8hb3ZjC1GeOWXsW-hdT?usp=sharing

Estimate

City to provide quick coupler and water hookup for Hackley Park.

Equipment & Rental Requirements

Object #	Object Name	Treatment Proposed	Major Equipment Needed	Rental Costs
1	Civil War Monument	Wax removal, minor corrosion treatment and patina correction, hot wax	Scaffolding or 80' lift rental	Provided by city
2	Abraham Lincoln		20' Lift Rental	Provided by city
3	Ulysses S. Grant			
4	William Tecumseh Sherman			
7	Admiral Farragut			
5	William McKinley		Ladders/rolling scaffolding	Provided by city
6	General Philip Kearny			
			Total	$0

Project Costs

Trip 1 – Treatment: 4 perimeter Hackley park sculptures
Equipment: City will provide 2 x 34' lifts, ladders, water hookup

Daily Rate	$920/per	4 people	5 days	18,400
Transportation, 2-3 vehicles	408 miles	$0.58/mile	2 cars	480
Administration/reports/documentation				900
Per Diem	$60	4 people	5 days	1200
Hotel	$250	4 nights	4 rooms	4000
			Total 1/3	**$21,680**

Trip 2 – Treatment: Civil War monument with other crew
Equipment: City will provide bring baker scaffolding with outriggers and 1 x 34' lift (or 2 lifts), ladders, water hookup

Daily Rate	$920/per	3 people	5 days	13,800
Transportation, 2-3 vehicles	408 miles	$0.58/mile	2 cars	480
Administration/reports/documentation				900
Per Diem	$60	4 people	5 days	900
Hotel	$250	4 nights	3 rooms	3000
			Total 2/3	**19,080**

Trip 3— Treatment: Civil war monument
Equipment: City will provide 1 x 80' lift and 1 x 34' lift, or full monument scaffolding, water hookup

Daily Rate	$920/per	4 people	5 days	18,400
Transportation, 2-3 vehicles	408 miles	$0.58/mile	2 cars	480
Administration/reports/documentation				900
Per Diem	$60	4 people	5 days	1200
Hotel	$250	4 nights	4 rooms	4000
			Total 3/3	**$21,680**

TOTAL: Hackley Park Sculptures: $62,440

Trip 4— Treatment: McKinley and Kearny
Equipment: City will provide 1 x 80' lift and 1 x 34' lift, or full monument scaffolding, water hookup

Daily Rate	$920/per	3 people	5 days	13,800
Transportation, 2-3 vehicles	408 miles	$0.58/mile	2 cars	480
Administration/reports/documentation				900
Per Diem	$60	3 people	5 days	900
Hotel	$250	4 nights	3 rooms	3000
			Total 3/3	**$19,080**

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: Contract Award – Nelson House Move
Submitted By: Jamie Pesch	Department: Development Services
Brief Summary: Staff is requesting authorization to enter into a contract with Deitz House Moving Engineers, Inc., in the amount of $237,500 to move the historic Nelson House from 1292 Jefferson Street to the City-owned vacant lot at 382 W. Muskegon Avenue.	
Detailed Summary & Background: The Nelson House is currently owned by Muskegon Public Schools and slated for demolition. Since the presentation at the March 13, 2023 Commission Worksession, staff has met with a number of house moving contractors and released a Request for Proposals for bids to move the house as well as complete excavation work and construct a new basement at 382 W. Muskegon. $200,000 was budgeted in the Public Improvement Fund for the work. If moved, the house will be listed for sale in as-is condition and ultimately rehabilitated by a private owner.	
Goal/Focus Area/Action Item Addressed: Goal 1: Destination Community & Quality of Life. Goal 2: Economic Development, Housing, and Business.	
Amount Requested: $237,500	Budgeted Item: Yes ■ No □ N/A □
Fund(s) or Account(s): Public Improvement Fund	Budget Amendment Needed: Yes ■ No □ N/A □
Recommended Motion: I move to authorize staff to enter into a contract with Deitz House Moving Engineers, Inc. in the amount of $237,500 to move the Nelson House to 382 W. Muskegon Avenue.	
Approvals: Immediate Division Head ■ Information Technology □ Other Division Heads ■ Communication □ Legal Review □	Guest(s) Invited / Presenting: Yes □ No ■

City of Muskegon Request for Proposals

Bids on House Relocation and New Basement Construction

DESCRIPTION OF WORK

Project work involves relocation of the house from Muskegon Public Schools'-owned property at 1292 Jefferson Street to a City-owned vacant lot at 382 W. Muskegon Avenue. The project also involves site preparation, disconnection from an existing breezeway, construction of new foundation walls, and may include removal of some building additions if deemed necessary for the move.

Items to be handled by the City of Muskegon include utility disconnections, police escort, wire raising, security fencing, sidewalk replacement, tree trimming and item removal/reinstallation along route. These costs are not to be included in submitted proposals.

GENERAL REQUIREMENTS

Proposals shall include all preparation work necessary to stabilize the house, lift the house, clearly separating it from the existing foundation. The house shall then be moved, positioned over completed excavation, with footings. After foundation walls are complete, the Contractor shall lower the house on to the new foundation. When the house is in its final location and position, all moving equipment shall be removed from the site.

CONTRACTOR RESPONSIBILITIES

- Excavation for a new basement at 382 W. Muskegon Avenue.
- Construction of a new masonry or poured cement foundation and floor at 382 W. Muskegon Avenue to the following specifications:
    - 10' basement ceilings with the portion of the foundation above grade to match that found on the surrounding houses.
    - One basement egress window and four daylit openings.
    - Insulate and backfill the new foundation, compacting and spreading to finished grade.
- Disconnect the house from the existing breezeway at 1292 Jefferson Street.
- Once the house has been moved from the site, cap the sewer at 1292 Jefferson Street.
- All permitting is to be compliant with Chapter 10, Article V of the Muskegon City Code of Ordinances (attached) excluding those items specified as being the responsibility of the City in the Description of Work of this Request for Proposals.
    - Obtain a Movers License from the City of Muskegon Clerk's Office and ensure that all work is done in compliance with Chapter 10, Article V, Section 10-221 of the Muskegon City Code of Ordinances prior to beginning work.
    - Obtain any necessary building, moving, and demolition permits from the City of Muskegon Building Inspections Department prior to beginning work.

REQUESTED INFORMATION

Proposals must clearly state the name, address, phone number, and email address of the Contractor. The Contractor shall submit evidence of sufficient insurance to cover the value of the building and liability insurance covering accidental occurrences.

Complete proposals will also include the following information:

- Total cost estimate for all services provided
- Company history and experience
- Examples of similar, previous work

PRE-PROPOSAL MEETINGS

Two pre-proposal meetings will be held at the subject house at 1292 Jefferson Street on the following dates and times at which time and place any questions regarding these projects should be presented:

- Tuesday, August 1, 2023 at 10:00a.m.
- Thursday, August 3, 2023 at 2:00p.m.

PROPOSAL DEADLINE

Proposals are due by 2:00p.m. local time on Tuesday, August 8, 2023. They must be sealed and delivered to: Muskegon City Hall, City Clerk's Office, 933 Terrace Street, P.O. Box 536, Muskegon, MI 49443. Proposal envelopes should be marked "Bid for House Move".

Staff anticipates presenting a services contract award to the City Commission at their August 22, 2023 meeting.

PRE-PROPOSAL QUESTIONS

Please direct all questions to:

- Jamie Pesch, jamie.pesch@shorelinecity.com 231-724-4405 and,
- Tim Harvey, tim.harvey@shorelinecity.com, 616-566-3577

Attention is called to the fact that the City requires that the Contractor employ local trades and laborers insofar as possible; that 14% minority and 7% female are the goals established for participation in each trade; that the Contractor must ensure employees and applicants for employment are not discriminated against based upon their race, creed, color, religion, sex, national origin, handicapped condition not veteran background; and that all pertinent regulations must be complied with.

The City Commission may give preference to vendors paying Davis Bacon wages on other projects by awarding contracts when the lowest qualified prevailing wage bid/price is within 1% or less of the lowest qualified non-prevailing wage bid. When applicable, the 1% preference can be added to the local preference up to a 3% or $100,000 differential, whichever is less.

The project shall require a bid bond from each bidder in the amount of five percent (5%) of their bid. The bond will secure the bid. The bond will be released upon award of the contract by the City Commission for unsuccessful bidders and upon execution of the contract for the successful bidder.

The project shall require a performance bond from the successful bidder for the full amount of the contract. This bond will be written in such a manner to ensure satisfactory completion of the project. The bond shall be in effect for one full year after completion of the project. The bond will be released only after the project is properly completed and one year has elapsed.

The City of Muskegon reserves the right to reject any or all proposals or to waive any informalities or irregularities in the proposals.

demolition area shall be removed and the openings filled with approved material tamped level with the sidewalk. An approved installation of the resulting sidewalk surface shall be installed with city approval.
(Code 1975, § 4-114(8); Code 2002, § 10-140)

Sec. 10-141. Obstruction of traffic.

The contractor shall not close or obstruct any street, sidewalk, alley or passageway unless specifically authorized by the city. No material whatsoever shall be placed or stored in any such area. The owner or contractor shall not interfere with the use of roads, streets, alleys, driveways, passageways, sidewalks or other travel facilities.
(Code 1975, § 4-114(9); Code 2002, § 10-141)

Sec. 10-142. Cleanup.

The owner or contractor shall remove all debris and equipment and dispose of all material, as above required, and leave the ground clear of all materials, rubbish or debris.
(Code 1975, § 4-114(10); Code 2002, § 10-142)

Sec. 10-143. Burning prohibited.

No burning shall be permitted within the project area.
(Code 1975, § 4-114(11); Code 2002, § 10-143)

Sec. 10-144. Permits.

Demolition permits must be obtained from the department of inspections of the city. Fees for such permit shall be determined by resolution.
(Code 1975, § 4-114(12); Code 2002, § 10-144)

Secs. 10-145—10-220. Reserved.

ARTICLE V. MOVING OF BUILDINGS*

Sec. 10-221. Mover's license.

(a) No person shall engage in the business of moving houses or other buildings within the city without first obtaining a license therefor.

***State law reference—**Moving of buildings, MCL 247.188 et seq.

(b) Any person desiring to engage in the business of moving houses or other buildings shall make application for a license to the city clerk. The applicant shall show that all equipment is in good repair and capable of handling all loading of moving equipment. The applicant shall show that he has recently engaged in the moving of buildings or has extensive experience working for a licensed building mover. The license shall show proof that a comprehensive general liability and vehicle liability insurance in the amount of $1,000,000.00 is in effect. Such policy shall insure the city as a named insured and shall not contain exclusions for liability arising out of explosions, excavation, collapse or other hazards.
(Code 1975, § 4-3; Code 2002, § 10-221)

Sec. 10-222. Moving permit; application; traffic escort; bond; etc.

(a) No person shall move any building within the city until a moving permit has been issued.

(b) An application for such permit shall be made to the department of inspections. The application shall designate the streets, alleys or other public places along which the building is to be moved.

(c) The applicant shall also make arrangements with the city police department's traffic division for any escort that may be necessary. Application for a moving permit shall be approved by the fire chief, and the director of inspections. Further, the application shall be accompanied by cm application for building permit in connection with the relocation of the building which must be issued at the same time as the approval by the director of inspections.

(d) A cash bond, certified check or cashier's check or cash deposit payable to the order of the city in the sum of $10,000.00 shall accompany the application for moving permit, the funds to be applied in the sole judgment of the city toward all charges, expenses, administrative costs, services by the city or damage incurred by the city or by others whom the city reimburses in its sole discretion. The application of such funds to these costs, expenses or services shall not limit the city's right to charge the permittee for additional costs incurred.

(e) Where buildings are to be moved or reset upon the same lot, applications shall be made to the director of inspections who shall determine the requirements to protect all utilities on or in the vicinity of the parcel. The permit fee for moving the building shall not be required in such cases.

(f) When the moving of any building has been commenced it shall be diligently continued without interruption, so as not to become a hazard or unnecessarily impede or interfere with traffic upon any street, alley or public way.
(Code 1975, § 4-4; Code 2002, § 10-222)

Sec. 10-223. Compliance with applicable regulations.

No building shall be moved from one parcel to another unless such building complies with all applicable ordinances and codes after installation at the new site.
(Code 1975, § 4-5; Code 2002, § 10-223)

Sec. 10-224. Penalty.

Any person violating any of the provisions of this article shall be responsible for a municipal civil infraction.
(Code 1975, § 4-7; Code 2002, § 10-225)

Secs. 10-225—10-280. Reserved.

ARTICLE VI. PROPERTY MAINTENANCE CODE

DIVISION 1. GENERALLY

Sec. 10-281. Definitions.

All words and phrases used in this article shall be given their common and normal meanings unless defined in this section. The words and phrases defined in this section shall be given the meaning indicated in the interpretation and enforcement of this chapter:

Abandoned dwelling means an unoccupied dwelling. Such dwelling is presumed to be abandoned if it is unoccupied for six months.

Accessory building or structure means a subordinate building or structure, the use of which is clearly incidental to that of the main building or to the use of the land.

Administrator means the person appointed by the city manager charged with the responsibility of administering the provisions of this article.

Animal means any living species other than a human, insect or plant.

Apartment means a dwelling unit located in a multifamily building.

Apartment house means a structure containing three or more dwelling units.

Basement means that portion of a building which is partially below and partially above grade and having at least one-half its height above grade.

Basic structural elements means the parts of a building or structure which provide the principal strength, stability, integrity, shape and safety, including, but not limited to, plates, studs, joists, rafters, stringers, stairs, subflooring, flooring, sheathing, lathing, roofing, siding, window frames, door frames, porches, railings, eaves, chimneys, flashing, foundation, masonry and all other essential components.

Building means any structure built for the support, shelter or enclosure of persons, chattels or property of any kind. The term "building" shall be construed as if followed by the words "or part thereof."

Building materials means, but shall not be limited to, lumber, bricks, concrete or cinder blocks, plumbing material, electrical wiring or equipment, heating equipment, including ducts, shingles, mortar, concrete or cement parts, screws, fence posts and fencing.

Cellar means that portion of a building which is partly or completely below grade, having at least one-half its height below grade.

Certificate of compliance means a certificate issued by the director of inspections stating that a structure or portion thereof complies with the requirements of the housing code and all other codes regulating the condition or use of property.

Nelson House Move Proposal

Deitz House Moving Engineers, Inc.

Phone 231.773.8964
Cell 231.578.1465
Email Deitzmovers@aol.com

Daniel Deitz
Vice President

DEITZ HOUSE MOVING ENGINEERS, INC.

3713 MANNING DRIVE MUSKEGON MI 49444
Celebrating over 75 years of *QUALITY SERVICE*
Daniel Deitz is a charter member and Past President of the International Association of Structural Movers
State License Number 2102038556
www.deitzhousemovers.com

August 8, 2023

City of Muskegon
Jamie Pesch
933 Terrace Street
Muskegon, MI 49440
jamie.pesch@shorelinecity.com
Proposal Number 23D-101

We propose to enter into a contract to move your wood frame house, located at 1292 Jefferson Street to a new move as follows; 382 West Muskegon Ave . We will do this work in a good workmanlike manner for the sum of $237,500.00.

We will furnish full coverage worker's compensation covering all our employees. Worker's compensation assures no liability to the homeowner and /or property owner. We also provide $300,000.00 all risk cargo insurance which protects the equity of your structure while in our care and custody. This insurance is backed by the resources of an A+ rated insurance company. We provide $2,000,000.00 in public liability insurance. Upon request we can furnish a certificate stating the policy terms. We encourage you to contact our agents to verify coverage.

This document is a proposal only. We have a contract document which must be signed prior to entering your job into our schedule and us starting the work. This proposal is valid for thirty days from it's date of issue.

Additions:

- The City has agreed to provide all municipal services, including, but not limited to temporary removal of lamp posts along the third street portion of the route, all necessary tree trimming, wire raising and/or removal, traffic signal removal and replacement, removal and replacement of street signs along the route, police escort, temporary signs and etc. Work will progress weather permitting at the mover's discretion. If we install foundation during winter months, it may become necessary to tent and heat the excavation. If tent and heat are used it may be necessary to charge for additional for materials and labor.

House Mover Provided Services:

- Scope of work: We will timber, shore and lift the structure. We will install wheels and move it from its' present location to the selected receiving site. We will prepare an excavation and remove excess soil from site. We will install a new basement type foundation. We will lower the structure and remove our timbers and shoring. We will back fill to rough grade.
- Masonry:We will provide and install; 240 lineal feet of typical 8" x 16" footing with 2 pieces of #4 rebar, 240 lineal feet of 15 course 8" CMU wall of which the top 4 to 5 courses are decorative split face blocks, 1 egress opening (not window or enclosure), 3pcs. 16" x 32" basement type windows, rod and core, plate ties, waterproofing, 2575 square feet of cement basement floor.
- Excavation: We will excavate to allow for an basement type foundation. We will back fill the structure with on site materials. Please understand if dirty or contaminated fill is found, new soil may need to be provided for an additional charge.
- Carpentry: We will provide and install up to 240 lineal feet of 2" x 8" sill plate and sill sealer. We will provide and install up to 12 steel mono posts. We have included the cost to provide and install ecocell insulation. It is a much better option than rigid board Styrofoam. A benefit is it reaches from floor to ceiling. Another benefit is It has an R-10 value and does not need to be covered with drywall prior to occupancy.
- Hauling: Haul overburden and materials away.

Exclusions:

- police escort, wire raising, municipal services, tree trimming, security fencing, sidewalk replacement, tree and stump removal at receiving site, top soil, seed, sod or landscaping

Respectfully Submitted for Deitz House Moving Engineers, Inc.

Daniel Deitz
Daniel Deitz

23 PD

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Deitz House Moving Engineers Inc
3713 Manning Street
Muskegon, MI 49444

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

CITY OF MUSKEGON
933 TERRACE ST
MUSKEGON, MI 49440

BOND AMOUNT:

5% of bid

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):

Move House, Excavate, Provide basement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

GREGORY TAWNEY
Notary Public – State of Michigan
County of Muskegon
My Commission Expires Oct 12, 2024
Acting in the County of Muskegon

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8 day of August, 2023

Deitz House Moving Engineers Inc

(Witness)

(Principal) Daniel Deitz *(Seal)*

(Title) Vice President

(Witness)

THE CINCINNATI INSURANCE COMPANY

(Surety) Susan H. Zielinski *(Seal)*

(Title)
Susan H. Zielinski Attorney in Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document **A310**, 2010 Edition.

S-2000-AIA (11/10) PUBLIC

Deitz House Moving Engineers, Inc.
Celebrating Over 75 years of *QUALITY SERVICE*

Daniel Lee Deitz

3713 Manning Drive ♦ Muskegon MI 49444

Office 231.773.8964 ♦ Cell 231.578.1465 ♦ Email Deitzmovers@aol.com

8/7/23

To Our Prospective Customers,

Deitz House Moving Engineers, Inc. has relocated literally thousands of structures. The Deitz team of skilled structural moving engineers prides itself in a wide repertoire of unique and challenging structural moves. To offer you a summary, we have compiled an overview of recent projects completed by our company. These, and several other projects, may be viewed on our website at: www.deitzhousemovers.com

Deitz House Moving Engineers Incorporated is pleased to present the following projects for your review:

1. **The Kevin Eden Project** *circa* 1929 Moved in Muskegon, Michigan
   Contact: Kevin Eden phone; 1.231.638.1029

This project involved relocating an 180,000 pound residential structure. The building featured a massive three-story brick fireplace, sand plaster and a fragile curved glass bay window. This is one of a total of eight structures our company relocated into Muskegon Michigan's Historic District.

2. **The Yankee Air Museum** *circa* 1934 Moved in Belleville, Michigan

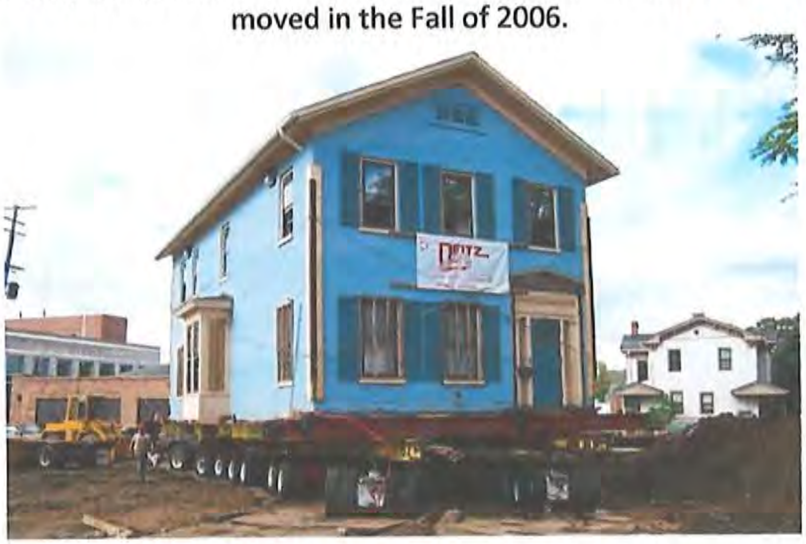
Contact: Gayle Drews, Director phone; 1.734.637.8876

This project involved relocating a very fragile, solid cement block school building. The school building was built in 1934. This structure, as transported, weighed 450,000 pounds and was supported by our state-of-the-art transport dollies.

3. **The Albert Polhemus House** *circa* 1848 Moved in Ann Arbor, Michigan

(I could not secure permission to contact this customer.)

This project involved the relocation of a solid brick structure built in 1848. The structure as transported, weighed 450,000 pounds. It was transported on a total of eighty tires. The transport system utilized a hydraulic zone to float the structure on a cushion of oil. The structure below was moved in the Fall of 2006.



4. **The Port Huron Supply Building** *circa* 1860 Moved in Port Huron, Michigan
Contact: Acheson Ventures LLC
Michael Delong
1.810.650.2468

This structure's dimensions are 42 feet wide by 102 feet long. It is built of solid brick and is two stories tall. The building weighed one million, one hundred, and twenty thousand pounds. The structure was supported and propelled by fourteen hydraulic dollies. These dollies represent 112 pneumatic tires. The building was relocated without a single crack in the brick.

5. **Jimmy Hallie's Tavern** *circa* 1833 Lifted in Douglas, Michigan

Contact: Patrick Lynch, Historical Preservation Consultant 1.269.329.1600

This structure was built in 1833. It is a plank construction house, that is to say, it has no conventional studs or posts and beams. The structure was built on a rubble foundation which failed and allowed the structure to settle and twist into the ground. Deitz House Moving Engineers was contracted to lift the structure and completely rebuild its perimeter sill and install a new basement foundation under it. At its extreme dimensions, the building is 50 feet by 50 feet wide. The structure below was lifted in the spring of 2008.

Thank you for your time and attention.
Daniel L. Deitz, Co-owner, Deitz House Moving Engineers Inc.

Daniel Deitz

Q285368

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License

DEITZ HOUSE MOVING ENGINEERS INC
3713 MANNING DR
MUSKEGON, MI 49444

Qualifying Officer:
Daniel Lee Deitz
Qualifying Officer #
2101206610

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.
2102038556

Expiration Date:
05/31/2025

This document is duly issued under the laws of the State of Michigan

Q622212

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Individual Builder License

DANIEL LEE DEITZ
2731 COLDSTREAM CT
MUSKEGON, MI 49444

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.
2101206610

Expiration Date:
05/31/2026

This document is duly issued under the laws of the State of Michigan

ecocell® batts and blankets

Frequently Asked Questions: Insulating basements with ECOCELL blankets

What is ECOCELL blanket insulation?

ECOCELL blanket insulation is a new, cost-effective, green basement/crawl space insulation that is easy to install.

What are the main advantages of ECOCELL insulation?

Very green, easy to install, non-itch, cost-effective, does not need to be covered with gypsum board, great sound absorber.

What sizes and thicknesses are available?

ECOCELL blankets are available in 1.5" and 2.5" thicknesses and come in 48" x 96" or 48" x 108" sizes.

What is the R-value of ECOCELL?

The R-value of a 1.5" blanket is R-6 and the R-value of a 2.5" blanket is R-10.

Why is ECOCELL insulation "greener" than other insulation?

ECOCELL is made from recycled and renewable fibers, the majority being recycled paper, and it takes far less energy to produce ECOCELL than to produce foam (petroleum base) and fiberglass (melting sand in gas furnaces).

Do the current building codes recognize ECOCELL insulation?

Yes. ECOCELL is recognized by all of the current building codes in the United States. ECOCELL has been tested by UL and evaluated by ICC-ES. Testing information is available at www.icc-es.org (ESR-2921) and www.ul.com.

Is moisture a problem when ECOCELL is used in basements and crawl spaces?

No. ECOCELL meets the required ASTM testing for moisture absorption. If ECOCELL blankets get wet, they dry out more quickly than other insulation materials.

What about mold or mold growth?

ECOCELL insulation contains an EPA registered fungicide that resists the growth of mold even in conditions favorable to mold growth.

Will ECOCELL lose its structure or R-value over time?

No. ECOCELL is made to last for the life of a building. The R-value and all the other properties of the insulation remain the same throughout the life cycle of the building.

Can ECOCELL be left exposed in basements?

Yes! ECOCELL blankets can be left exposed or even painted. Unlike other insulation materials, ECOCELL does not have to be covered with gypsum board. Leaving ECOCELL exposed is another reason ECOCELL is the cost-effective solution for insulating basements.

Can basements be finished after installing ECOCELL?

Yes. 2x2 or 2x4 studs, cavity insulation (including ECOCELL), and gypsum board can be installed in front of ECOCELL blankets.

How is ECOCELL installed against blocks and concrete walls?

ECOCELL can be installed with an adhesive foam, spray adhesive, or mechanical fasteners. ECOCELL blankets can be installed vertically or horizontally to suit your needs.

Does ECOCELL ship on a truck without problems?

Yes. ECOCELL blankets are shipped from the manufacturer on 4' x 8' pallets, and can be stacked individually.

Other than a circular saw, are there other methods to cut ECOCELL blankets?

Yes. An Insul Knife, which can be resharpened, works well. Also, some contractors use hand-held grinding wheels.

Are there other foam adhesives that will work with ECOCELL other than All Season and Hilti?

No other foam adhesives have been tested and approved, but 3M 78 Spray Adhesive is another option.

For more information, please call Cellulose Material Solutions at 888.968.9877 or online at www.cmsgreen.com.

Nelson House Move Proposal

Planet Three Elevation

Original

MUSKEGON

Response to RFP

House Relocation and New Basement Construction

382 W. Muskegon Avenue

Statement of Qualifications

Planet Three Consulting Corp dba

Planet Three Elevation

P3elevation.com

Executive Summary
Planet Three Elevation ("P3") is an experienced elevation and structural moving company, and our team has led thousands of projects since 1994. P3 has hundreds of referenceable, satisfied customers. Since 2016, Planet Three Elevation ("P3") has completed hundreds of complex projects, including slab elevation (ranging in size from 1,000 to over 6,500 square feet), pier and beam elevations, new home construction, foundation construction and repair, and moving of structures. Our work includes private, commercial, and FEMA grant-funded programs.

In March 2016, **Planet Three Consulting Corp** and **Chad Jonassen Moving and Lifting Services** merged to form **Planet Three Elevation.** The structure moving and lifting expertise of Chad Jonassen was joined with the operational and financial resources of Planet Three to form a company with unique end-to-end home and structure moving and elevation capabilities and sustainability. P3 is now a premier provider of elevation, moving, and foundation services for all types and sizes of structures, including historic preservation projects.

P3 is a proven partner and participates in many programs. We have extensive experience with program requirements, limitations, and prohibitions for all private and grant-funded projects. All P3 projects are 100% complete; all were finished without incident or exception, and all bonds are closed. P3 is financially strong; P3 has a generous bonding capacity, an extensive insurance program, and a substantial liquidity reserve.

See P3 project videos here - youtube.com/@p3elevation

1. *Company Narrative and Competencies*

1.1 *Primary Competencies*

P3's focus is elevation of large slab homes raised 3-20 feet, pier and beam elevation, new construction, and moving of structures. We deliver all core services with in-house expertise, resources, and equipment. We have unrivaled experience, capabilities, and capacity to perform heavy slab elevations, pier and beam, frame and steel structure elevations, and move large structures and historic homes.

P3 is a corporation headquartered in Dickinson, Texas. We have 20,000 sq. ft. of operational space where our elevation equipment is maintained, and our supplies and inventory are stored. All elevation and moving equipment (7 unified jacking machines) are company-owned and operated; our equipment fleet rivals any elevation or structural moving company nationwide. In addition to our headquarters in Dickinson, we maintain offices in Houston. The founders of P3 have lived and worked in the Gulf Coast region since 2012 and Houston since 1979. *Google earth photo of P3 facilities in Dickinson.'*

Founders Chad Jonassen and Joe Fairley know what's important because they've been hands-on with elevation work under thousands of homes. P3 knows how to deliver; we have a track record of completing large volumes of turn-key elevations delivered with high stakeholder satisfaction.

P3 is not a foundation company; our capabilities are *not* limited to *adjusting portions* of slabs by inches; we are an elevation and structural moving company that delicately and non-intrusively *raises entire buildings by 2 to 20 feet* using the unified jacking method and safely moves valuable structures. We then build foundations to provide for 100-year stability at height.

For every project, our priorities are careful planning, design, and excellence in delivering precision and expertise in structural elevation, foundation construction, and moving services. **P3's experience enables us to set the standards of excellence in all these areas.** For every project, our priorities are stakeholder satisfaction, speed of delivery, and compliance with the requirements of building officials, engineers, clients, and administrators.

P3 Company Headquarters
11002 San Leon Drive
Dickinson, TX 77539
281.826.9799

1.2 *Professional Partnerships*

P3 maintains a partnership with Phil Jonassen, Inc. in Michigan, enabling collaboration with local resources, trades, and laborers for P3 work in Michigan. Services include structural moving, elevations, new construction and foundations.

Phil Jonassen has previously moved several houses in the historic district of Muskegon.

P3 Partnering with Jason McKinley of McKinley Masonry & Concrete LLC (License No: 2102202402) based out of Grant, MI.

McKinley has been in business since 1972 and has worked with Phil Jonassen since the 1980s. For the past three decades, McKinley has built the majority of foundations underneath structures that Phil Jonassen has moved.

Submission to:
City of Muskegon
Muskegon City Hall
City Clerk's Office
933 Terrace Street
P.O. Box 536
Muskegon, MI. 49443

Respondent:
Planet Three Consulting Corp
11002 San Leon Drive
Dickinson, TX 77539

Federal Tax ID 27-2151532

Planet Three Consulting Corp respectfully submits this Statement of Qualifications to the City of Muskegon as a respondent to the building move services for 1292 Jefferson Street to 382 W. Muskegon, Muskegon, MI.

Midge Zook   August 7, 2023

1.3 *Corporate Profile*

1.4 *Legal Name: PLANET THREE CONSULTING CORP*

Legal Form: **Corporation, Domestic Texas Corporation**
Parents and Subsidiaries: **None**
Date of Formation: **March 19, 2010**
Corporation Status: **Planet Three Consulting Corp is currently registered and authorized to do business in the State of Texas**

As of : 02/27/2023 12:52:44

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State
Obtain a certification for filings with the Secretary of State.

PLANET THREE CONSULTING CORP	
Texas Taxpayer Number	32041474647
Mailing Address	1303 HUNTERS MEADOW LN HOUSTON, TX 77055-6066
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	03/19/2010
Texas SOS File Number	0801245510
Registered Agent Name	WAYNE FAIRLEY
Registered Office Street Address	1303 HUNTERS MEADOW LANE HOUSTON, TX 77055

Company Headquarters: **11002 San Leon Drive, Dickinson, Texas 77539**
Company Financial Office: **1303 Hunters Meadow Lane, Houston, Texas 77055**
Michigan Office: **5383 W. Shawnee Road, Pentwater, MI 49449**

Contacts for this RFP:	**Midge Zak**
Email:	midgezak@p3elevation.com
Address:	**1303 Hunters Meadow Ln, Houston 77055**
Mobile Phone:	**Mobile 832-656-5934**

UEI: **R6Y1BPWLKYY7**
DUNS: **039282312**
CAGE Code: **7TXN1**
D&B Legal Business Name: **PLANET THREE CONSULTING CORP**

2. Resumes

2.1 P3 Organization and Staff

P3's core team delivers deep leadership experience for all key processes. Individual team members have collectively provided services for more than 2,000 distinct structures across the United States, including over 1000 structure moves. That experience enables P3 to avoid or manage issues and consistently satisfy stakeholders.

Onsite Project Managers direct all construction resources and provide a continuous point of contact for all stakeholders. Project Managers provide daily updates to clients. P3's core team provides end-to-end in-house leadership for all essential processes.

2.2 P3's Construction Leadership Team

Chad Jonassen, Co-Founder and Director of Construction

Chad Jonassen is known through the "Moving and Elevating Industry" as the best in the nation at this line of work. Chad grew up in central Michigan on a farm that grew hundreds of acres of crops, specializing in asparagus. He worked under his father, at the family business, Jonassen Movers.

Chad and Phil literally helped invent slab home elevation. Phil Jonassen (Chad's father) was the elevation contractor for the slab-lift proof-of-concept project sponsored by FEMA and Louisiana State University (LSU) in 1994 (see links below).

Chad and his father accomplished the very first FEMA contracts ever awarded in the "elevate homes above the flood plain" program by elevating five large slab buildings in Denham Springs, La, in 1994. This was an elevation experiment by Dean Fisher and the LSU Engineering Department. Elevating slab-type buildings was the leading edge in the industry in the 1990s when Chad and Phil developed much of the trend-setting elevation methodology techniques used in moving and lifting heavy structures. The Remote-Controlled Hydraulic Dolly is one of these experiments that became a reality and is still used industry-wide.

References: FEMA/LSU 1994 Slab Home Proof of Concept is documented here https://youtu.be/P5N_NXDBmDo (video) and https://www.lsuagcenter.com/NR/rdonlyres/A474BB36-9526-4D2B-A2D1-683F7BD9916F/85063/pub2638Above_Flood_2005.pdf. (publication)

Chad has worked from California to New York and from Michigan to Louisiana. He has assisted almost every sizeable moving company in America at one time or another, especially when they had a large, difficult project, such McDonogh #11 School building in New Orleans, LA.

Chad provides consulting for large projects throughout the United States. Chad's experience lifting homes and in structural moving is unparalleled. Chad assisted the southern Louisiana communities after Hurricane Katrina by training lifters and elevating almost a "structure a day" from late 2006 until early 2012. His work can be seen and read about in most copies of the magazines "Structural Mover" and "House and Building Mover." Chad is known through the "Moving and Elevating Industry" as the best in the nation at this line of work.

In March 2016, Planet Three Consulting Corp and Chad Jonassen Lifting and Moving Services merged to form Planet Three Elevation. The structural moving and elevation expertise of Chad Jonassen was joined with the operational and financial resources of Planet Three to form a company with unique end-to-end home elevation capabilities and sustainability.

McDonough School #11

Joe Fairley, Director of Elevation Design & Grant Programs

Joe has over 30 years of experience in the construction and elevation industries. He led permitting and building of over 500 custom homes. Joe has managed hundreds of homes and is an expert in the FEMA grant home elevation and reconstruction programs. Since 2009, Joe has worked exclusively in the elevation and structural moving business with a focus on the Texas Gulf Coast Region, Louisiana, Florida, and Michigan. Joe has held construction supervisor's licenses/general contractor's licenses in MA, NC, FL, TX, and LA and holds an FAA Pilots license, a CDL Operators License, Riggers Certification, and Hydraulic Operators License. Joe holds a Machine and Tool Design degree from the Fort Worth School of Business. Joe studied industrial technology and engineering at TCU, East Texas State University, and TCJC. He was also a custom home builder from 1988 – 2003.

Joe is a home construction and home elevation expert. Joe assesses homes and slabs and designs specific elevation and structural moving plans for each so that clients can visualize their homes and so that all complexities and considerations are identified. Joe has managed hundreds of construction projects. Joe served in the USAF and Reserves before entering the home construction and elevation industries.

Wayne Fairley, Co-founder - Wayne Fairley has 30 years of experience managing operations for global financial services and software firms. He led the implementation of enterprise technology solutions prior to co-founding P3. Wayne's extensive consulting, accounting, and finance background enables P3 to deliver resources and solutions for homeowners predictably. Wayne holds a BS in Accounting from the University of Southern Mississippi and is a Certified Public Accountant (retired).

Joseph Fairley, Jr. – Managing Director Joseph has a professional history in construction and leadership in quality control operations. He leads sales, marketing, permitting, engineering, operations, and construction to ensure high-quality planning and delivery of home elevation, structural moving, and new construction services. Additionally, he interfaces with homeowners, management, subcontractors, and jurisdiction representatives, providing day-to-day leadership, guidance, and oversight to project managers, ensuring successful company operations, and grant and permitting compliance.

Scott Farrae – Unified Jacking Expert and Team Lead. Before joining P3 in 2018, Scott delivered 900 elevations and structural moves in Louisiana in the 10 years preceding. Scott manages lifting crews to ensure homes are lifted and moved safely and with structural integrity. From 2007 to 2018, Scott was a key contributor to successful moving, shoring, and elevating projects in New Orleans, Louisiana for Orleans Shoring. In 2018 Scott joined P3 Elevation and has continued to provide quality lift services, routinely solving complexities in home elevations and structural moves.

Midge Zak – Manager of Sales. Midge Zak manages P3 sales, marketing, and new market opportunities in the Gulf Coast Region and beyond. Her primary role is liaison for projects. She walks side by side with homeowners from day one of the process to provide a complete solution for eliminating flood risk. Her years with P3 have included hundreds of projects providing consulting services for both FEMA and privately funded home elevations.

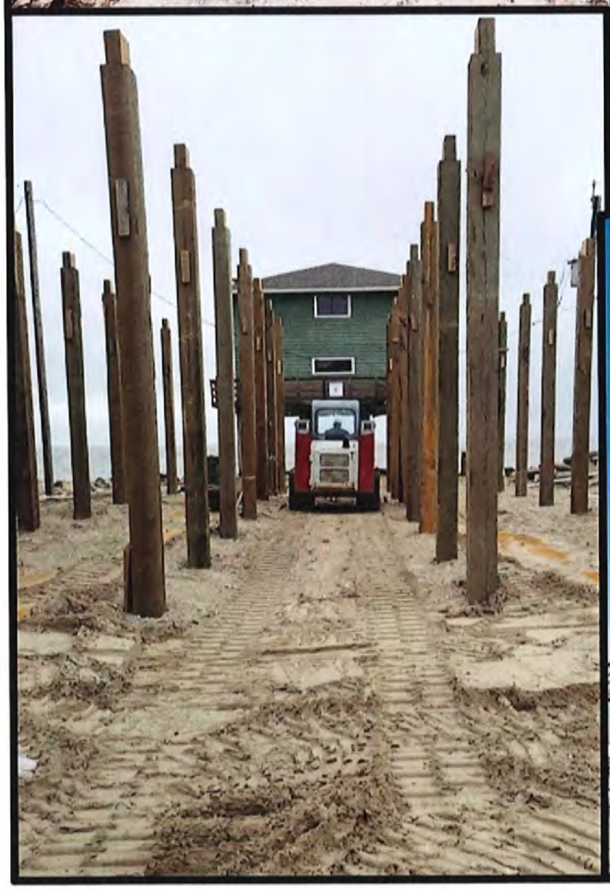
2.3 *Demonstrated Expertise in Structural Moving, Elevation, and New Construction*

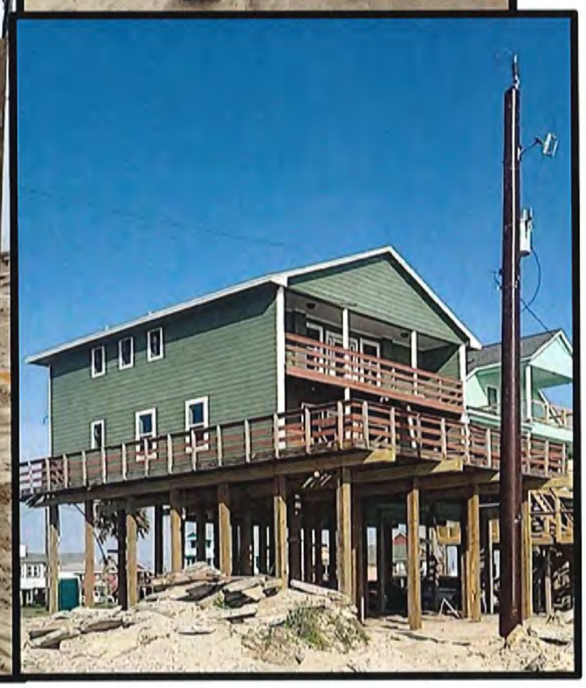
Recent P3 experience in building moves, including coastal rescue from rising sea levels and Lake Michigan.

2.4 *Lake Michigan – Building Move*

2.5 *Texas Gulf Coast Pier and Beam Home Elevation*

2.6 *Texas Gulf Coast Building Move*





2.7 Commercial Business – Convenience Store – Building Move and Elevation.

3. *Employment and Business Practices Projects*

Planet Three enjoys working with a diverse team of employees, professionals, tradesmen, and laborers. P3 employs local trades and laborers insofar as possible and confirms and concurs the employees and applicants for employment are not discriminated against based upon their race, creed, color, religion, sex, national origin, handicapped condition, not veteran background; and that all pertinent regulations will be complied with.

3.1 *Bid Bond and Bonding Capacity*

Planet Three enjoys a bonding capacity of $50 million as evidenced by the attached letter. P3 enjoys the generous bond underwriting capacity because of our project completion track record, because of our consistently demonstrated professionalism, financial management, project management, and strong financial position. Planet Three bonding capacity is compliant with 2 CFR 200.326.

Copy of Bid Bond per RFP specifications included herein for reference only. Original documents are included with the submission.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
PLANET THREE ELEVATION
1303 HUNTERS MEADOW LANE
HOUSTON, TX 77056

SURETY:
(Name, legal status and principal place of business)
GREAT MIDWEST INSURANCE COMPANY
800 GESSNER ROAD
HOUSTON, TX 77024

OWNER:
(Name, legal status and address)
CITY OF MUSKEGON
933 TERRACE STREET
MUSKEGON, MI 49443

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: FIVE PERCENT OF AMOUNT BID (5% OF BID AMOUNT)

PROJECT:
(Name, location or address, and Project number, if any)
CITY OF MUSKEGON REQUEST FOR PROPOSAL FOR HOUSE RELOCATION AND NEW BASEMENT CONSTRUCTION. PROJECT WORK INVOLVES RELOCATION OF THE HOME FROM MUSKEGON PUBLIC SCHOOLS'-OWNED PROPERTY AT 1292 JEFFERSON STREET TO A CITY-OWNED VACANT LOT AT 382 W. MUSKEGON AVENUE, MICHIGAN PROJECT NO. HOUSE RELOCATION & NEW BASEMENT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

100 Baylis Rd, Suite 300
Melville, NY 11747
(631) 465-4000 MAIN
(631) 465-4005 FAX

AssuredPartners
NORTHEAST

August 4, 2023

CITY OF MUSKEGON MICHIGAN
City Clerk's Office
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443

Re: Planet Three Consulting Corp.

To Whom It May Concern:

AssuredPartners Northeast, LLC. as Agent for Great Midwest Insurance Company, we hereby confirm that Planet Three Consulting Corp., is a highly valued client of Great Midwest Insurance Company. We hereby confirm that Planet Three Consulting Corp. has a surety program of $50,000,000 aggregate reserved for City of Muskegon, Michigan.

Such prequalification and approval would be conditioned upon applicable underwriting considerations such as acceptable contract terms and bond forms and a favorable review of the underwriting information at the time for the request for the bonds.

This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued only as a bonding reference requested from us by our client.

Please feel free to call me at (631) 844-5104 with any questions.

Best regards,

Glenn Glubiak
Attorney – In - Fact

3.2 *Fiscally Conservative Practices*

P3 operates with a fiscally conservative approach. Our expansive equipment inventory is 100% company owned with no debt or obligation. We have no debt except a facility mortgage.

We treat our employees and subcontractor partners with care, and we pride ourselves on rapid payment to partners for all services and materials. P3 pays all contractors on a weekly basis for their completed work. We pay materials suppliers on a monthly basis, or sooner, for delivered goods. P3 has no aged payable or past due obligations of any kind. P3 has never failed to obtain any requested lien waiver affidavit from any subcontractor or supplier.

3.3 *Certificate Insurance*

Please see the Certificate of Insurance provided with the City of Muskegon named as additional insured. Please note that insurance renewal is in progress, and an updated certificate will be provided promptly upon renewal document availability.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
M&P Specialty Insurance 1179 Sunset Blvd. P.O. Box 4119 West Columbia SC 29171	CONTACT NAME: Jackie Middleton PHONE (A/C, No, Ext): (803) 602-0471 FAX (A/C, No): E-MAIL ADDRESS: jmiddleton@mpspecialty.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Clear Blue Specialty Insurance Company	37745
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Planet Three Consulting Corp
1303 Hunters Meadow Lane
Houston TX 77055

COVERAGES **CERTIFICATE NUMBER:** 2022 REG **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Care Custody Control/Riggers Liab [X] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			AW03-RS-2200276-00	08/08/2022	08/08/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Care Custody Control	$ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Muskegon 933 Terrace St P.O Box 536 Muskegon MI 49443	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

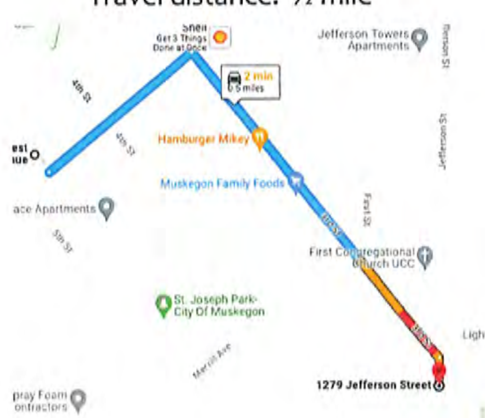
4. *Scope of Work – Provided by City of Muskegon*

Description of Work – Bids on House Relocation and New Basement Construction per RFP:
Project work involves relocation of the house from Muskegon Public Schools'-owned property at 1292 Jefferson Street to a City-owned vacant lot at 382 W. Muskegon Avenue. The project also involves site preparation, disconnection from an existing breezeway, construction of new foundation walls, and may include removal of some building additions if deemed necessary for the move. Items to be handled by the City of Muskegon include utility disconnections, police escort, wire raising, security fencing, sidewalk replacement, tree trimming and item removal/reinstallation along route. These costs are not to be included in submitted proposals.

Existing site address: 1292 Jefferson Street, Muskegon, MI 49441

New site address: 382 W. Muskegon Avenue, Muskegon, MI 49441

Travel distance: ½ mile



PlanetThree

Exhibit A
Scope of Work

Pre-construction:

- Collaborate with officials and proper authorities to authorize the route and schedule
- Permitting and Licensing:
    - Obtain a Movers License from the City of Muskegon Clerk's Office and ensure that all work is done in compliance with Chapter 10, Article V, Section 10-221 of the Muskegon City Code of Ordinances prior to beginning work.
    - Obtain any necessary building, moving, and demolition permits from the City of Muskegon Building Inspections Department prior to beginning work.

Site Preparation: 382 W. Muskegon Avenue

- Excavation, form, and construction of footings at the new location

Site Preparation: 1292 Jefferson Street

- Demolition of perimeter enclosure for access to foundation support
- Demolition of identified building additions if deemed necessary for the move
- Detach any attachments to the structure, including the breezeway, to free the home for lift and move

Mobilization: 1292 Jefferson Street

- Haul and Install lifting and support beams
- Moving dollies, Heavy equipment, Unified hydraulic jacking machine

Lift & Move:

- Stabilize, lift, and separate the structure from the existing foundation
- Set for move
- Move /transport structure to 382 W. Muskegon Avenue

Mobilization: 382 W. Muskegon Avenue

- Heavy equipment, Unified hydraulic jacking machine, cribbing
- Position structure over new foundation footings and provide temporary support

Basement Foundation

- Construction of basement/foundation per specifications provided
    - 10' basement ceilings with the portion of the foundation above grade to match that found on the surrounding houses.
    - One basement egress window and four daylit openings.
    - Insulate and backfill the new foundation, compacting and spreading to the finished grade.

Lower Structure and Secure:

- Lower structure onto new basement foundation
- Stabilize structure

Site Clean-up:

- Hauling, site cleanup
- Demobilization from both sites

Includes:

- Labor, crews, materials, resources, heavy equipment, temporary beams, hydraulic jacking equipment, insurance, and bonding

TOTAL	**$196,800**

Payment and Performance Bond 2.5%	$4,920
Bid Bond (included with this SOQ) 5%	$9,840

Scope Exclusions:

Construction of access, interior and exterior repairs to structure, renovation or remodeling of structure or any other item not specified in Exhibit A.

Per RFP: Items to be handled by the City of Muskegon include utility disconnections, police escort, wire raising, security fencing, sidewalk replacement, tree trimming, and item removal/reinstallation along the route.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
PLANET THREE ELEVATION
1303 HUNTERS MEADOW LANE
HOUSTON, TX 77056

SURETY:
(Name, legal status and principal place of business)
GREAT MIDWEST INSURANCE COMPANY
800 GESSNER ROAD
HOUSTON, TX 77024

OWNER:
(Name, legal status and address)
CITY OF MUSKEGON
933 TERRACE STREET
MUSKEGON, MI 49443

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: FIVE PERCENT OF AMOUNT BID (5% OF BID AMOUNT)

PROJECT:
(Name, location or address, and Project number, if any)
CITY OF MUSKEGON REQUEST FOR PROPOSAL FOR HOUSE RELOCATION AND NEW BASEMENT CONSTRUCTION. PROJECT WORK INVOLVES RELOCATION OF THE HOME FROM MUSKEGON PUBLIC SCHOOLS'-OWNED PROPERTY AT 1292 JEFFERSON STREET TO A CITY-OWNED VACANT LOT AT 382 W. MUSKEGON AVENUE, MICHICAN PROJECT NO. HOUSE RELOCATION & NEW BASEMENT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4TH day of AUGUST, 2023

PLANET THREE ELEVATION
(Principal) *(Seal)*
(Witness)

MANAGING DIRECTOR
(Title)

GREAT MIDWEST INSURANCE COMPANY
(Surety) *(Seal)*

Terri DaVolio
(Witness) TERRI DAVOLIO

(Title) GLENN GLUBIAK, ATTORNEY - IN - FACT

Init.

/

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Glenn Glubiak, Penny Rocco, Jen Spadaro

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY,** on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 4th Day of August, 20 2023.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Great Midwest Insurance Company
Statutory Balance Sheet
as of December 31, 2022
(in thousands)

Assets		Liabilities, Capital and Surplus	
Cash & Invested Assets:		**Liabilities:**	
Cash and Short term Investments	$ 88,538	Loss and Loss Expense Reserves	$ 84,237
Bonds	196,165	Unearned Premium	40,813
Commons Stocks	21,270	Ceded Reinsurance Premium	2,621
Mortgage Loans	20,563	Other Liabilities	1,868
Other Invested Assets	16,350		27,970
Total Cash & Invested Assets	342,885	**Total Liabilities**	157,509
Other Assets:		**Capital and Surplus:**	
Premium Receivables	19,419	Common Stock	4,550
Reinsurance Recoverable	11,724	Gross Paid In & Contributed Capital	261,893
Tax Assets	7,240	Unassigned Funds (Surplus)	(7,132)
Other Assets	35,552		
Total Other Assets	73,935	**Total Capital and Surplus**	259,311
Total Assets	$ 416,820	**Total Liabilites, Capital & Surplus**	$ 416,820

CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2022.

Signature Mark W. Haushill

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 25 day of April, 2023.

STATE OF TEXAS
COUNTY OF HARRIS

On this 25 day of April 2023, before me, Christina Bishop, a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

Signature Christina Bishop
Signature of Notary Public

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

Nelson House Move Proposal

Wolfe House & Building Movers

Wolfe House Movers of Indiana, LLC.
117 W. State Road 114
North Manchester, IN 46962
Phone: (260) 982-0302
Fax: (260) 982-7410

WOLFE
HOUSE & BUILDING MOVERS

PROPOSAL

Proposal ID	Date
3685.1	8/7/2023

Sales Person	Page
DEVIN	1 of 1

Proposal To:

City of Muskegon
933 Terrace St
Muskegon, MI 49440

Contact	Jamie Pesch
Mobile Phone	(231) 724-6705
E-Mail	Jamie.pesch@shorelinecity.com
Home Phone	

Description: 1292 Jefferson St Muskegon, Michigan 49441

Quantity	Description	Amount
		157,900.00

Wolfe House Movers:

To lift and relocate the Historic Nelson House; a 50' x 83' (overall) 2 -story frame house located at 1292 Jefferson St., Muskegon, MI, consisting of: The original house, 50' x 83' (overall) including the 1-story porch/sunroom, the 4' x 8' front entry, the 8' x 14' side bump out, the two fireplaces, and the chimney. To create holes through the foundation as needed to install the supporting steel framework and the lifting and moving equipment. To install a system of Main Beams, Cross Beams and Needle Beams in order to support the house. To lift the house with a Hydraulic Unified Jacking System. Move the House with the Buckingham Power Dolly System equipped with the SmartSteer® System. To move the House according to Wolfe House & Building Movers normal means and methods, DOT permits, and approvals. Move the house to a new location (to the Northwest) ½ mile away from the existing location. To drive the house over and set 4' above the new 6' basement wall foundation. To hold the house in place 4' above the foundation while 3' of CMU is installed. To set the house down onto a new level foundation. To provide the materials, labor and equipment for the move. To do any excavation necessary for the installation of lifting steel and equipment. Back breezeway to be disconnect/removed as necessary for the house move. All dirt and demo debris to be piled and left on-site. No masonry, carpentry, utility work or permanent steel included. No concrete slabs will be lifted or moved.

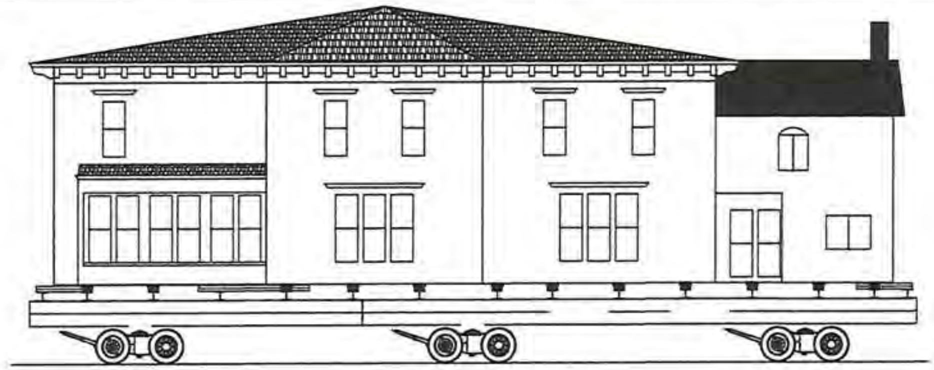
Customer:
To provide a clear move route including excavation, tree trimming or removal, utility removal and traffic control. Move route as follows: Turn right on Jefferson St., go to 3rd St. and turn left. Take 3rd St. to Muskegon Ave and go left to the final destination at 382 W Muskegon Ave. Route is approx. ½ mile. Move route grades not to exceed 1" per foot slope. Customer acknowledges that setting on a new level foundation may cause some cracking in drywall and/or doors and windows to not work correctly.

ACCEPTANCE OF PROPOSAL
The above prices, specifications, and conditions are satisfactory and are hereby accepted.
Proposal is valid until January 20, 2024

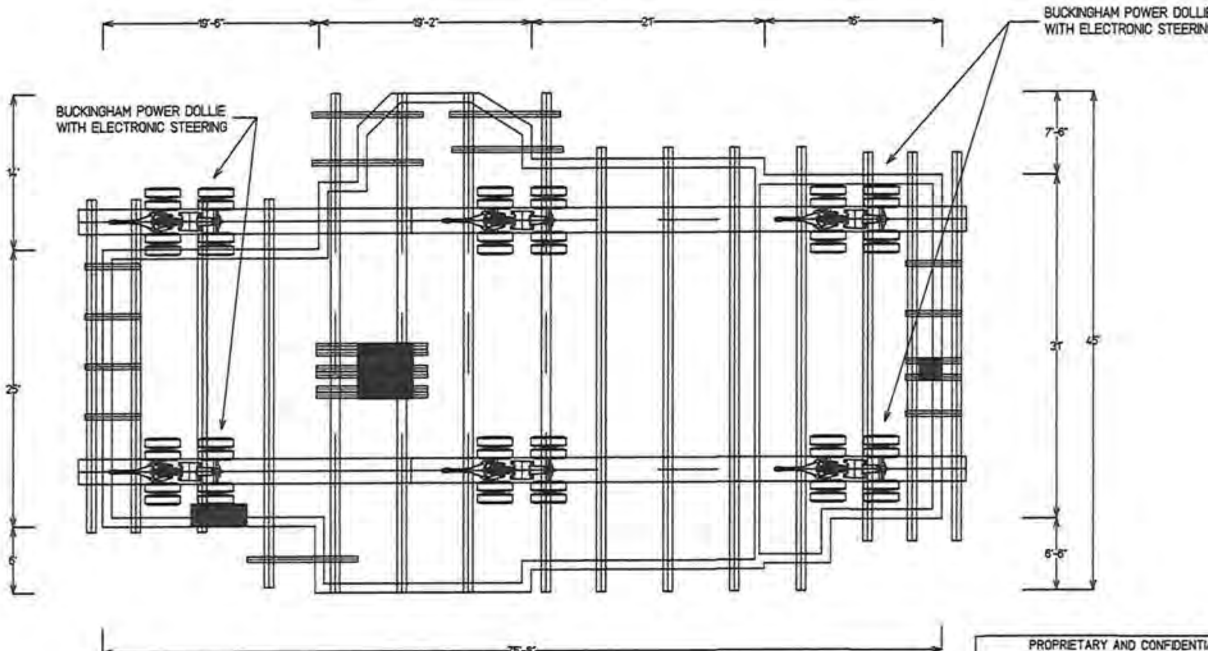
Signature ______________________

Date ______________________

Total	**157,900.00**



2
S1
ELEVATION VIEW



1
S1
PLAN VIEW

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF:

Wolfe House Movers, LLC.
BERNVILLE, PA. PHONE(610)488-1020

ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Wolfe House Movers, LLC IS PROHIBITED.

WOLFE	APPROXIMATE STEEL & DOLLIE LAYOUT
CITY OF MUSKEGON	
REV. 0	SCALE: 1/4 IN = 1 FT
8/7/23	Sheet 1 of 1

BUCKINGHAM

STRUCTURAL MOVING EQUIPMENT

SmartSteer® Advanced Dolly System

U.S. PATENT NO 9, 919,640

The Buckingham SmartSteer® Advanced Dolly System has revolutionized the moving of heavy loads within the structural moving, rigging, and manufacturing industries. The SmartSteer® System links multiple Power Units and Dollies, allowing you to configure for the exact weight, size, and type of structure or equipment that you need to move. It is adaptable for every job site, no matter how cramped, large, or difficult to access, bringing you maximum efficiency and cost savings in equipment.

The SmartSteer® touch-screen tablet uses Bluetooth® technology to communicate with the SmartSteer® Module on the Power Units, which in turn controls the individual Dollies. Each Dolly is then automatically steered relative to its position on the load. The SmartSteer® System eliminates the need for tie bars and come-longs for steering, and the Dollies can operate quickly and efficiently in reverse as well as in forward mode.

A radio remote control works with the SmartSteer® tablet to control the Power Unit's RPMs, drive, jacking, and braking functions. With SmartSteer® off, the remote can also control the steering manually.

https://www.youtube.com/user/WolfeHouseMoving/videos

The Buckingham SmartSteer® System steers a stone park pavilion around a corner and into place over its new foundation.

The Buckingham SmartSteer® System steers an 1100 ton historic brick house through an extremely tight turn with 30 dollies.

https://www.youtube.com/user/WolfeHouseMoving/videos

WOLFHOU-01 MMUNSTERMAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Maguire Agency
1970 Oakcrest Avenue, Suite 300
Roseville, MN 55113

CONTACT NAME: Melissa Munsterman
PHONE (A/C, No, Ext): (651) 635-2764 FAX (A/C, No): (651) 638-9762
E-MAIL ADDRESS: mmunsterman@maguireagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nova Casualty Company	42552
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wolfe House Movers of IN LLC
117 W. State Road 114
North Manchester, IN 46962

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC; OTHER:			MSMML10000214	11/6/2022	11/6/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			MSMML10000214	11/6/2022	11/6/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $ 10,000			MSMXS10000047	11/6/2022	11/6/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cargo			MSMML10000214	11/6/2022	11/6/2023	ACV ($10,000 Ded)	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Muskegon
933 Terrace St,
Muskegon, MI 49440

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bid Bond *Bond Number CIC1936298*

CONTRACTOR:
(Name, legal status and address)
Wolfe House Movers of Indiana, LLC
117 W. State Road 114
North Manchester, IN 46962

SURETY:
(Name, legal status and principal place of business)
Capitol Indemnity Corporation
P.O. Box 5900
Madison, WI 53705-0900

OWNER:
(Name, legal status and address)
City of Muskegon, MI
933 Terrace St, PO Box 536
Muskegon, MI 49443

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Nelson House Move
1292 Jefferson St to 382 W Muskegon Ave
Muskegon, MI

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of August, 2023.

Wolfe House Movers of Indiana, LLC
(Principal) (Seal)

Richard Aaron Smith
(Witness)

Kendel Sell
(Title) CFO

Capitol Indemnity Corporation
(Surety) (Seal)

Shelley Shultz
Underwriting Assistant (Witness)

Rita Jorgenson
Rita Jorgenson, Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of ______________
County of ______________

On this ________________ day of ________________, in the year _______, before me personally comes ____,
to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of ______________
County of ______________

On this ________________ day of ________________, in the year _______, before me personally come(s) ____,
a member of the co-partnership of ____________________________________,
to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of Pennsylvania
County of Berks

On this 8th day of August, in the year 2023, before me personally come(s) Kendal Siegrist, to me known, who ~~being duly sworn~~, deposes and says that he/she resides in the City of Fredericksburg, PA that he/she is the CFO LLC of the Wolfe House Movers, LLC, the ~~corporation~~ described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Richard Aaron Smith
Notary Public

Commonwealth of Pennsylvania - Notary Seal
RICHARD AARON SMITH - Notary Public
Berks County
My Commission Expires September 30, 2024
Commission Number 1382156

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1936298
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

.... JACK ANDERSON; RONALD KAIHOI; RITA JORGENSON ....

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

....ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00..

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 7th day of August, 20 23

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA
COUNTY OF CHIPPEWA

On this 7th day of August , 2023 , before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Capitol Indemnity Corporation** , the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

Cara L. Olson

NOTARY PUBLIC
My Commission Expires 1/31/2026

CARA L. OLSON
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

ACCURATE EXCAVATORS LLC
2821 Central Rd. Muskegon, Michigan 49445 Phone: 231 766-0557 Fax: 231 766-0558
http://www.accurateexcavators.com/

PROPOSAL

Project:	382 W. Muskegon Ave Basement Excavation & Backfill	Bid Divisions: Sitework
Prepared For:	Contractors Marine	
By:	Roger Jourden	Date: July 31, 2023

We hereby propose to furnish the materials and perform the labor necessary for completion of the following items:

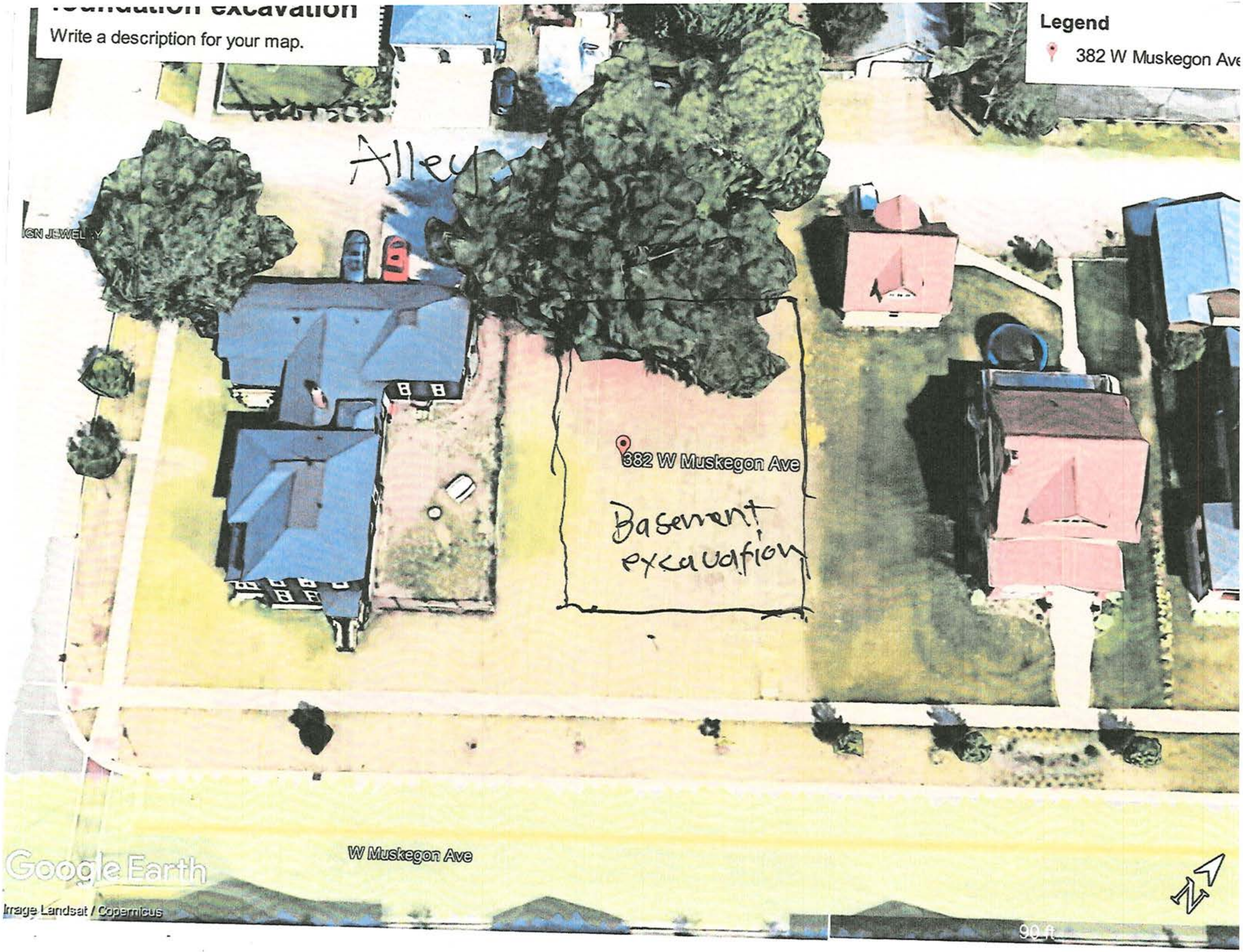
- Mobilization of Labor & Equipment
- Installation of 400' of Silt Fence Around Project Perimeter
- Tree and Stump Removal by Others – Trees Must be Removed to Stockpile Sand On Site
- Strip +/- 6" of Topsoil & Haul Off Site for 78' x 93' Area
- Excavate 6' Deep x 78' x 93' Basement
    - No Shoring of Adjacent Property or Structures Included
- Stockpile +/- 700 CY for Backfill if Room is Available
- Haul Excess Sand off Site, +/- 900 CY
- Backfill Basement with Stockpile Sand
    - No Compaction
    - Truck IS Included to Haul from Stockpile to Front of House
    - Additional Sand Hauled Back to Site is $8.75 / CY As Needed
- Rough Grading Around Structure

TOTAL **$24,400.00**

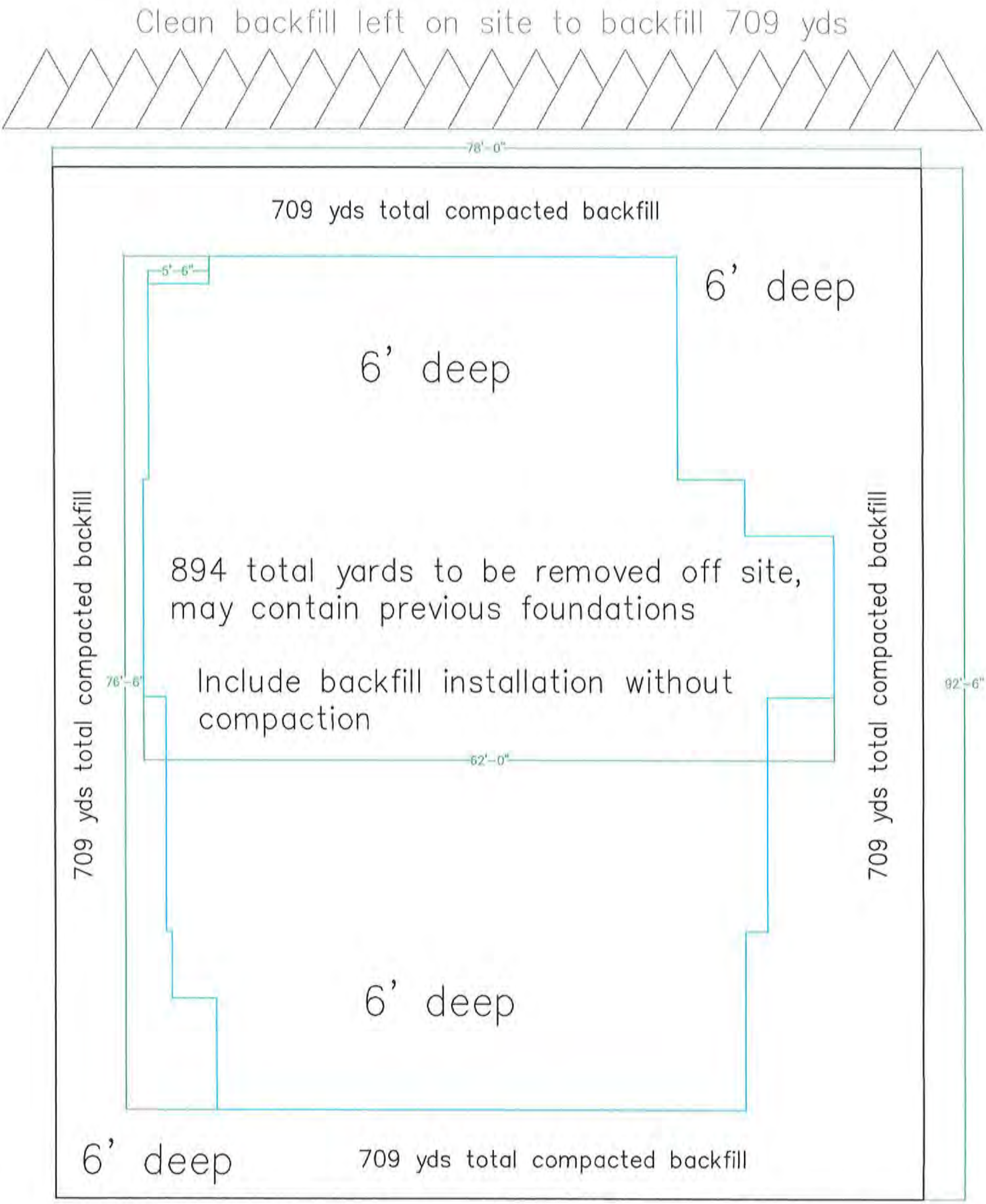
NOTES: Any additional work not stated above, or indicated on the prints will be subject to additional charges. Dewatering is only included if specifically called out above. Price does not include contaminated soil removal or hazardous waste disposal. Price does not include winter work conditions. Any additional labor or materials required as a result of winter conditions will be invoiced T&M. All work will be per the terms of the "General Work Agreement" provided by Accurate Excavators or a Subcontract Agreement issued by the client and reviewed by Accurate Excavators. Terms are net 30. This Proposal is valid for 30 days.

Thank You for considering our bid on this project.

Roger Jourden, President
rjourden@accurateexcavators.com


excavation
Write a description for your map.
Legend
382 W Muskegon Av
Alley
382 W Muskegon Ave
Basement excavation
W Muskegon Ave
Google Earth
Image Landsat / Copernicus
90 ft

Has alley access, tree's not finalized



382 West Muskegon Ave Muskegon

ESTIMATE DATE: 7 30 2023

Van Loo Poured Walls, Inc.

Ryan Overweg
8727 Taylor Street
Zeeland, MI 49464
Phone - (616) 875-4100

Name / Address:

Dave Johassen

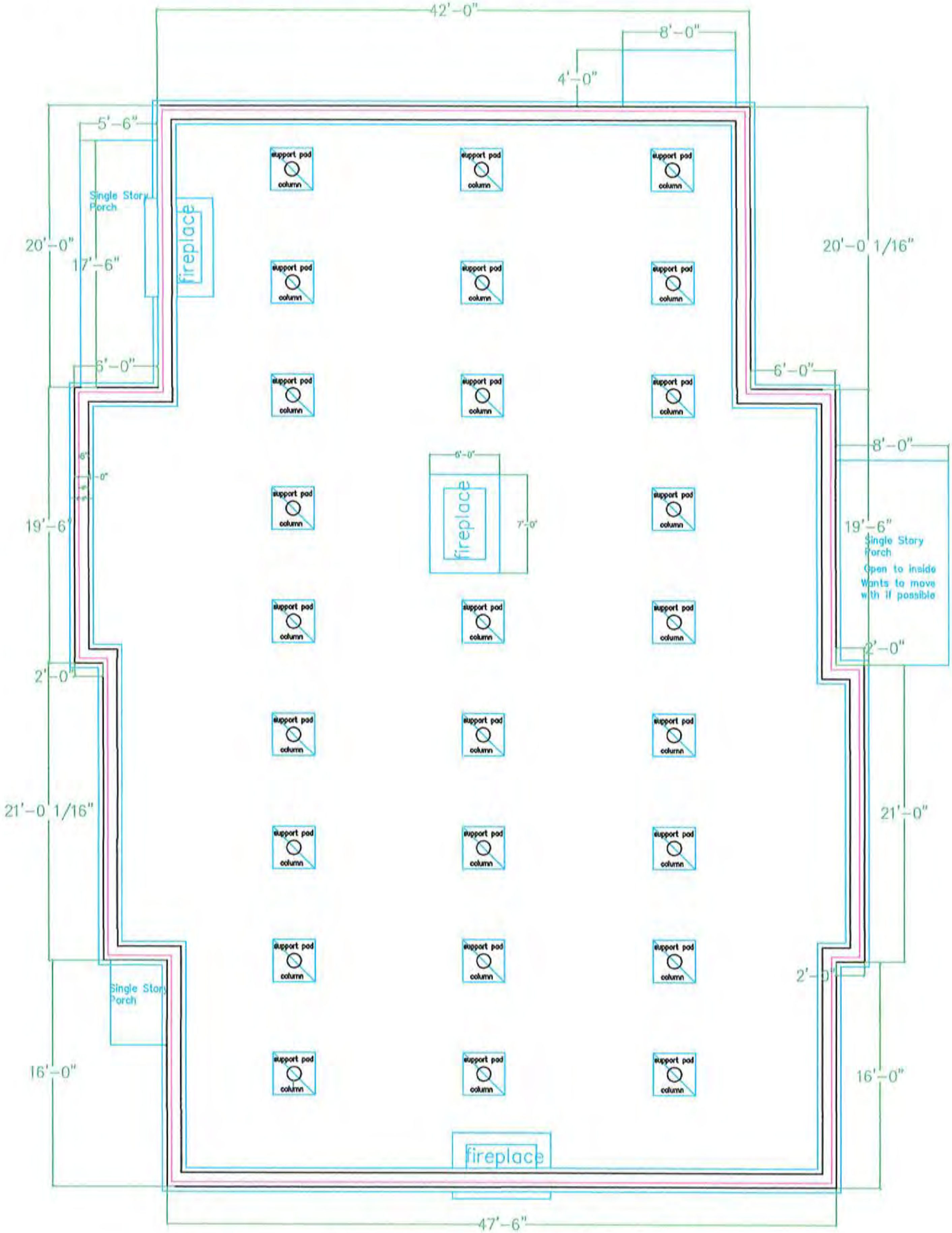
Project:	1292 Jefferson Muskegon Under House

Description	Qty / Feet	Total
20" x 12" FOOTING	262	$3,865
36" x 36" x 12" PAD	26	$3,250
60" x 84" x 12" PAD (FIREPLACE)	1	$250
12" WALL x 10' HIGH	262	$39,169
#4 REBAR (1/2")	1620	$2,268
#5 REBAR (5/8")	1380	$2,208
ANCHOR BOLTS / STRAPS (PER BOX)	2	$220
HOUSEGUARD WATERPROOFING (per sq foot)	2620	$2,751
PUMP TRUCK FOR FOOTINGS	1	$800
PUMP TRUCK FOR WALLS	1	$1,300
BEAM POCKETS	24	$960
	Total	**$57,041**

NET 30 DAYS

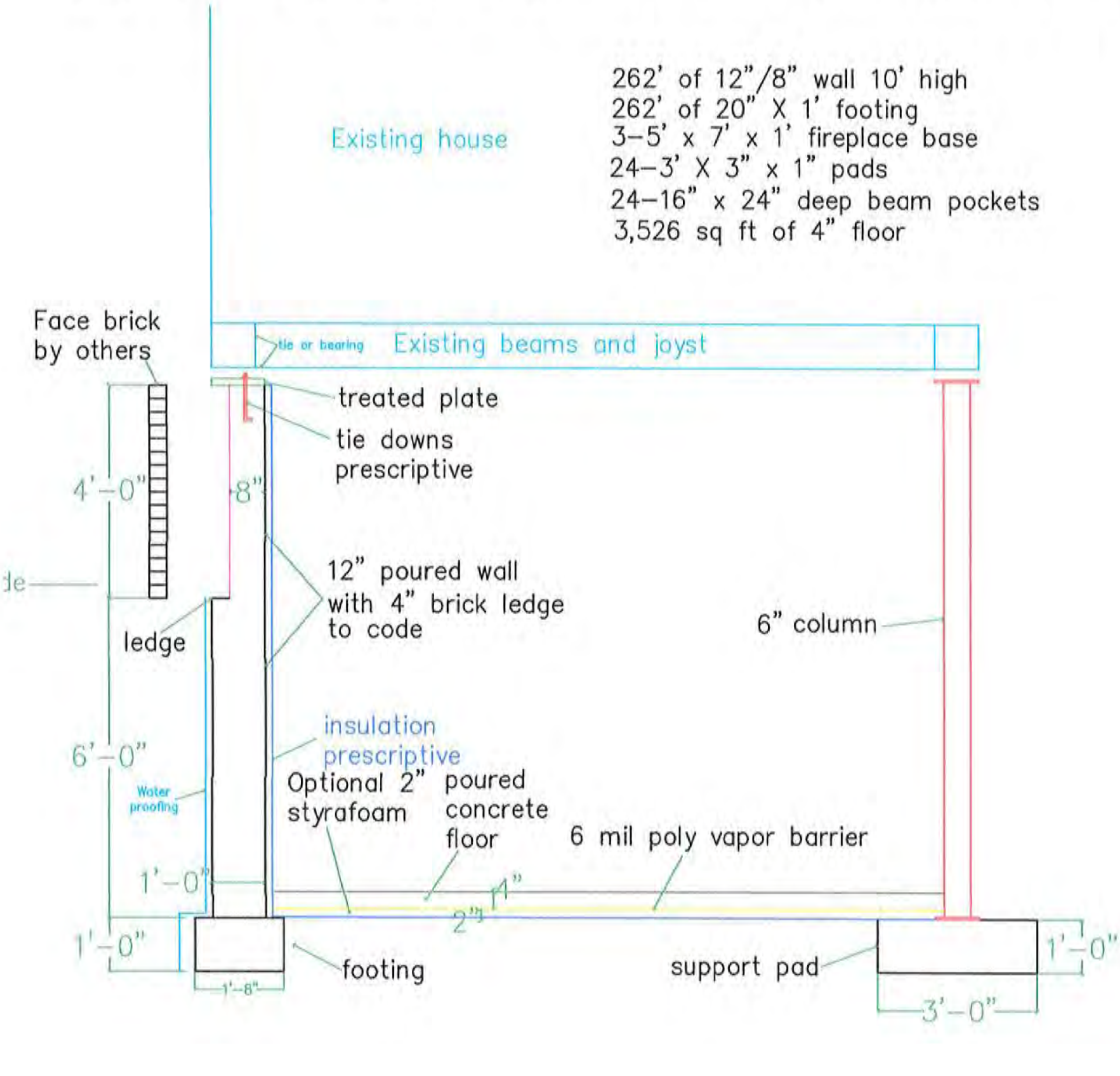
Prices are subject to change based on alterations of the original blueprints and excavation of site.

Foundation top view



1292 Jefferson Muskegon Mi

Cross section



Bid Summery

House Moving:	$157,900.00
Excavation:	$24,400.00
Foundation:	$57,041.00
Grand Total:	$239,341.00

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: Public Hearing- Approval of the Lakeside Business Improvement District Special Assessment
Submitted By: Contessa Alexander	Department: Economic Development

Brief Summary: The Lakeside Business Improvement District is requesting a special assessment for three more years starting in January of 2024.

Detailed Summary & Background:

Funds from the Lakeside BID assessment in 2021-2023 has allowed for the BID to cover items that keep the integrity of the business district. Funds have been used to cover snow removal, Christmas decorations, landscaping and maintenance, Lakeside events, and advertisements in the Visitors Guide.

In order to continue these services, the Lakeside BID has requested a final three-year assessment at a 20% reduction for 2024-2026, continuing with the current district boundaries. Class A properties will have a per parcel rate of $0.04 per square foot of lot size for a Commercial Property, not to exceed $1,600, and $0.02 per square foot of lot size for an Industrial, Automotive or Utility Property, not to exceed $1,600. The special assessments will be in the winter tax bills. After the additional three years is complete, the BID will transition into the CIA.

City staff has provided a Special Assessment Packet that outlines the overview of the request, a letter from the City of Muskegon Assessor, the budget recommendation and explanation, and the properties included in the assessment. City staff has introduced the special assessment at the City Commission meeting on August 7th, 2023. If the district is created, a second public hearing will be held on September 26 to confirm the special assessment roll.

Goal/Focus Area/Action Item Addressed:

ECONOMIC DEVELOPMENT, HOUSING, AND BUSINESS

Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ■
Fund(s) or Account(s):	Budget Amendment Needed: Yes ☐ No ☐ N/A ■

Recommended Motion: I move to approve the creation of a special assessment district in the Lakeside Business Improvement District for 2024-2026.	
Approvals: Immediate Division Head ■ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ■ No ☐

Lakeside Business Improvement District

Special Assessment

Benefit Analysis Overview

History

Funds from the BID assessments from 2021 -2023 have enabled us to pay for many items which improved the Lakeside business district which include the following services: snow removal from sidewalks, Christmas decorations and holiday tree lighting, landscaping and maintenance, Lakeside events and advertisement in the Visitors Guide.

Special Assessment 24-26

The City of Muskegon in conjunction with Lakeside stakeholders is proposing to renew the Lakeside Business Improvement District (BID) assessment for three more years, starting in January of 2024. The BID board, appointed by the Muskegon City Commission of BID assessment paying property owners, is recommending this renewal.

Special Assessment Rates 2024-2026

CLASS A PROPERTIES

"Class A" Properties, as defined in the BID Bylaws, shall be assessed annually assessment of $0.04/sf with no assessment to exceed $1,600.

*The rate is based upon square footage of the assessed commercial property

CLASS B PROPERTIES

"Class B" properties as defined in the BID Bylaws be assessed annually assessment of $0.02/sf with no assessment to exceed $1600.

Lakeside BID recommends 2 cents the established rate for industrial, automotive and utility properties that do not gain as much benefit from the district as the other commercial uses.

Why

Based upon conservative assumptions, the recommended rate maintains current services and discretionary funds for the three years, offers a 20 percent reduction in special assessments and puts the CIA in a position to continue current services in 2027 and beyond.

The Lakeside Business Improvement District Board recommends that the BID be renewed for a final three years, 2024-2026 so as to complete the transition to the CIA, continuing with current district boundaries, placing the special assessments on the winter tax bills and recommending that this be the final BID renewal request.

LAKESIDE BUSINESS IMPROVEMENT DISTRICT

SPECIAL ASSESSMENT BENEFIT ANALYSIS SUMMARY

PREPARED BY THE CITY OF MUSKEGON STAFF
JULY 25, 2023

June 6, 2023.

Muskegon Lakeside Business Improvement District
Muskegon Lakeside Corridor Improvement Authority
933 Terrace Street
Muskegon, MI 49440

Dear Board Members:

In accordance with your request, I have examined the proposed special assessment district for the Muskegon Lakeside Business Improvement District and the Lakeside Corridor Improvement Authority. The purpose of this analysis is to document the reasonableness of this special assessment district by identifying and quantifying any accrued benefits. It is subject to the n01mal governmental restrictions of escheat, taxation, police power and eminent domain. The effective date of this analysis is June 6, 2023.

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

The three-year project is estimated to have a total cost of $64,002.12 spread from 2024-2026

The amount of money to be spread is based on a per parcel rate of $0.04 per square foot of lot size for a Commercial Property, not to exceed $1,600, and $0.02 per square foot of lot size for an Industrial, Automotive or Utility Property, not to exceed $1,600, as defined by the Muskegon Lakeside Business Improvement District Board and Lakeside Corridor Improvement Authority in their Bylaws. The Muskegon Lakeside Business Improvement District Board and Lakeside Corridor Improvement Authority is solely responsible for these figures.

In conclusion, it is my opinion that the special assessment amounts as provided by the Board justly and reasonably represents the accrued benefits to the properties encompassed by this project. The amounts reflect the sum of the immediate estimated value enhancement and the intrinsic value that will accrue from an overall increase in property values due to an improved quality of life created by the proposed project. Simply stated, the rate of $0.04 per square foot of lot size for a Commercial Property and $0.02 per square foot of lot size for an Industrial, Automotive or Utility Property as defined by the Muskegon Lakeside Business Improvement District Board in their Bylaws for the above-mentioned project area appears reasonable and equitable based upon the data presented by the Muskegon Lakeside Business Improvement District Board, and supporting office records.

Sincerely,

D Vander Vries

Donna Vandervries, MMAO

City of Muskegon Assessor

LAKESIDE BID MAP

*Green indicates businesses within the Lakeside Business Improvement District. Red indicated property lines.

2024-2026 Assessment
From: Contessa Alexander, BID-CIA staff liaison on behalf of the Lakeside Business Improvement District Board
Date: May 17, 2023
To: Muskegon City Clerk/City Commission

Overview:

The three-year Lakeside Business Improvement District special assessment district ends on Dec. 31, 2023. It has been successful in providing an essential service in sidewalk snow removal, allowing for a transition from the Lakeside District Association to the Corridor Improvement Authority and establishing a future of quality public services to a critical commercial district between downtown and the beach.

As time goes on, the CIA's tax increment financing revenues will grow to replace the BID revenues. The Lakeside Business Improvement District Board recommends that the BID be renewed for a final three years, 2024-2026 so as to complete the transition to the CIA, continuing with current district boundaries, placing the special assessments on the winter tax bills and recommending that this be the final BID renewal request.

The rate based upon square footage of land of the assessed commercial properties, Lakeside BID recommends 2 cents the established rate for industrial, automotive and utility properties that do not gain as much benefit from the district as the other commercial uses. The Lakeside BID recommends a 4-cent rate for the next three years, for all of the commercial properties, based upon financial analysis of revenues and expenditures. Based upon conservative assumptions, the recommended rate maintains current services and discretionary funds for the three years, offers a 20 percent reduction in special assessments and puts the CIA in a position to continue current services in 2027 and beyond.

2024 - 2026 Assessments:

- "Class A" Properties, as defined in the BID Bylaws, shall be assessed annually assessment of $0.04/sf with no assessment to exceed $1,600. Contiguous properties with the same use and same owner shall be assessed as one property. Property lot size on record with the City Assessor shall be used in determining the square footage of properties.

- "Class B" properties as defined in the BID Bylaws be assessed annually assessment of $0.02/sf with no assessment to exceed $1600. Contiguous properties with the same use and same owner shall be assessed as one property. Property lot size on record with the City Assessor shall be used in determining the square footage of properties.
- Based on this assessment structure, approximately $21,334.04 will be expected to support services for businesses and property owners within the Lakeside BID during 2024-2026.
- The assessment shall be placed on the 2024, 2025 and 2026 winter property tax bills. This is the final special assessment the BID is recommending.
- The 2024-2026 Lakeside BID district, assessment rolls and collection methods were discussed at Lakeside BID Board meetings on April 12, 2023 and May 17, 2023. A resolution supporting the above recommendation was voted on at the May 17, 2023 Lakeside BID Board meeting. The vote result was as follows:

2024-26 BID Recommendation Vote: Recommendation approved 7-0

Member	**Yes**	**No**	**Abstention**	**Motion/Support**	**Absent**
Chair Mark Flermoen	X			Support	
Melanie Lyonnais	X				
Ron Jenkins	X				
Louise Hopson	X			Motion	
Kathy Fearnley	X				
Dick Ghezzi	X				
Andrea Chambers					X

Allen Serio					X
Jonathan Seyferth	X				

Lakeside Business Improvement District

Budget Recommendation & Explanation
Date: May 17, 2023
To: Muskegon City Clerk/City Commission
From: Lakeside Business Improvement District Board

Budget Recommendation:

This is a proposed budget for the Lakeside Business Improvement District for 2024-2026. Based on a two-tier assessment where "Class A" Properties pay $0.04/sf annually and "Class B" Properties pay $0.02/sf annually the Lakeside BID can expect to generate $21,334.04 during 2024. Property special assessments are capped at $1,600.

Proposed 2024-2026 BID budgets

2023 BID Estimated Fund Balance	$22,271.00
2024 Revenues	
2024 BID Special Assessments	$21,334.04
2024 Estimated CIA Revenues	$10,538.00
Total Revenues	**$31,869.04**
2024 Expenditures	
Snow removal	($26,880.00)
Landscaping	($500.00)
Marketing, promotion, events	($1,000.00)
Holiday Decorations/ Streetscape	($3,500.00)
*Contingency	Not included
Total	**($31,880.00)**
2024 BID Estimated Fund Balance	$22,263.04

Budget Explanation:

Snow removal: This is the largest item. Sidewalk snow removal current contract with Berry Ghezzi is in place for 2023-2024 and will be reviewed for the final two years.

Landscaping: Materials to be provided for volunteer work.

Marketing, promotion, events: The BID will have enough in this line item or the fund balance to assist for a summer or fall event.

Holiday Decorations/ Streetscape: The BID will consider tree lighting and pole decorating for the holiday season.

The 2024-2026 BID budget and work plan was approved by a vote of the BID Board on May 17, 2023. The BID board vote results were:

2024 BID Budget Vote: Recommendation Approved: Recommendation approved 7-0

Member	Yes	No	Abstention	Motion/Support	Absent
Chair Mark Flermoen	X				
Melanie Lyonnais	X				
Ron Jenkins	X			Motion	
Louise Hopson	X			Support	
Kathy Fearnley	X				
Dick Ghezzi	X				
Andrea Chambers					X
Allen Serio					X
Jonathan Seyferth	X				

_ADDRESS	SF per assessing	OWNER_NAME1	Assessment Amount 4 cents	Class
1950 LAKESHORE DR	15060.5	1950 LAKESHORE DRIVE LLC	602.42	A
1983 LAKESHORE DR	13171.88	1983 LAKESHORE LLC	526.8752	A
1888 LAKESHORE DR		ALDERINK SHANNA	0	
1742 LAKESHORE DR		BAESSLER LAURI J	0	
2353 LAKESHORE DR		BILLINGSLEY COLLIN	0	
2159 LAKESHORE DR		BISHOP TODD/JANET	0	
2211 LAKESHORE DR		BISSON MARY J	0	
2445 LAKESHORE DR	8712.00	BLAKE TOM/EVANS BLAKE	348.48	A
2205 LAKESHORE DR		BODMAN NILS/NADJI M/BUIKEMA LESLIE	0	
2155 LAKESHORE DR		BROCK CHRISTOPHER J	0	
1991 LAKESHORE DR	40617.80	BTBG INVESTMENTS LLC	1600	A
2133 LAKESHORE DR		BURLINGAME DANIEL	0	
2085 LAKESHORE DR		BVF PROPERTIES LLC	0	
1700 LAKESHORE DR	26400.00	C & C MANAGEMENT GROUP INC	1056	A
2182 LAKESHORE DR	37644.29	CENTRAL PAPER EMPLOYEES FCU	1505.7716	A
2123 LAKESHORE DR		CHRIS COLLINS RENTALS LLC	0	
2117 LAKESHORE DR		COLLINS CHRISTOPHER TRUST ET AL	0	
1794 LAKESHORE DR	19694.80	CROW INVESTMENTS LLC	1600	A
1786 LAKESHORE DR	6210.00	CROW INVESTMENTS LLC	248.4	A
1756 LAKESHORE DR	19800.00	RAANS PROPERTIES LLC	792	A
2034 LAKESHORE DR	10767.00	DOOM TREVOR	215.34	B
2471 LAKESHORE DR		DOUGLAS STEVEN M/EVE E	0	
2437 LAKESHORE DR		DOYLE PATRICK M	0	
1930 LAKESHORE DR	18144.00	FELINSKI BILL W TRUST	725.76	A
1878 LAKESHORE DR		FGA LLC	0	
2130 LAKESHORE DR		FONNER ADAM M	0	
2054 LAKESHORE DR	8600.00	FUNK EDWARD W TRUST	172	B
1732 LAKESHORE DR	8750.00	GARRETT LORIL	350	A
2020 LAKESHORE DR	6675.23	GAWKOWSKI PROPERTIES LAKESHORE LLC	267.0092	A
2043 LAKESHORE DR		GHEZZI RICHARD	0	
2017 LAKESHORE DR	8170.80	GHEZZI RICHARD A ESTATE	326.832	A
1812 LAKESHORE DR	19386.00	GHEZZI RICHARD A ESTATE	775.44	A
1937 LAKESHORE DR	9529.00	GHEZZI RICHARD P	381.16	A

2055 LAKESHORE DR		GHEZZI TRAVIS R	0	
2033 LAKESHORE DR	7425.00	GHEZZI TRAVIS R	297	A
1904 LAKESHORE DR		GOFF ROBERT SR/SHAWN L	0	
1629 LAKESHORE DR		GOULET ZACHARY T	0	
2341 LAKESHORE DR	7700.00	H2O ENTERPRISES LLC	308	A
2349 LAKESHORE DR		HAMEL TROY S/CHRISTINE	0	
2144 LAKESHORE DR		HAMMERLE WENDI	0	
2075 LAKESHORE DR		HASSALEVRIS JASON	0	
2235 LAKESHORE DR		HENDRICKSON EDWIN L/DEBRA B	0	
2257 LAKESHORE DR		HICKS ANGELA	0	
2333 LAKESHORE DR		HYSO KLAID	0	
1716 LAKESHORE DR		JOHNSON BRIAN/DEBORAH	0	
2355 LAKESHORE DR		KENDRA JOHN	0	
1883 LAKESHORE DR	7078.00	KORNDORFER PAUL R	283.12	A
1891 LAKESHORE DR	7407.00	KORNDORFER PAUL R	296.28	A
1830 LAKESHORE DR		KUBON NANCY ET AL	0	
1777 LAKESHORE DR		LAKESIDE VETERANS CLUB	0	
2116 LAKESHORE DR		LANGE RAYMOND A JR/LANGE SCOTT A	0	
1605 LAKESHORE DR		LARSON ALEXANDRIA	0	
2465 LAKESHORE DR	16665.00	M J BLAIS LLC	666.6	A
1637 LAKESHORE DR		MCCABE JAMES F	0	
2245 LAKESHORE DR		MCCALL WENDY	0	
1905 LAKESHORE DR		MERLONE PROPERTIES LLC	0	
2160 LAKESHORE DR		MICHAEL MORSE	0	
2565 LAKESHORE DR	39275.00	MOJI INC	1571	A
1763 LAKESHORE DR		MUSKEGON RECREATION CLUB	0	
1824 LAKESHORE DR		NYE DONALD H ESTATE	0	
1864 LAKESHORE DR	13600.00	PPJ INVESTMENTS LLC	544	A
2463 LAKESHORE DR		PRIVACKY FRANK/SHENK LINDA J	0	
2125 LAKESHORE DR		RASEY JOHN R/TAMMY	0	
1910 LAKESHORE DR		SAND DOCK PROPERTIES LLC	0	
1623 LAKESHORE DR		SCHWING PAUL D	0	
2223 LAKESHORE DR		SEIFERT KURT	0	
1920 LAKESHORE DR	344124.00	SHM GREAT LAKES LLC	1600	A

2080 LAKESHORE DR	16920.00	SHORELINE SERVICE INC	676.8	A
1724 LAKESHORE DR		SIEDLECKI TERESA M	0	
1896 LAKESHORE DR		SIMON ADAM L/JENNIFER A	0	
2143 LAKESHORE DR		SLAGH DAVID A/ANDREA M	0	
2063 LAKESHORE DR		STEINBACH & STEINBACH LLC	0	
2009 LAKESHORE DR	5321.00	STEINBACH JOHN E ET AL	212.84	A
1899 LAKESHORE DR		STRYCHAR KEVIN B	0	
2167 LAKESHORE DR	3825.00	SWARVAR DANIEL C	153	A
2173 LAKESHORE DR	4165.00	SWARVAR DANIEL C	166.6	A
2187 LAKESHORE DR	10795.00	SWARVAR DANIEL C	431.8	A
2124 LAKESHORE DR		TEICHMER SCOTT R	0	
2447 LAKESHORE DR		THOMAS ROBERT	0	
1945 LAKESHORE DR	5445.00	THORSEN SHEILA P TRUST	217.8	A
1748 LAKESHORE DR		THORSEN SHEILA TRUST	0	
1953 LAKESHORE DR	8170.80	TOP FLIGHT LLC	326.832	A
2136 LAKESHORE DR		VANLENTE MARSHA	0	
1831 LAKESHORE DR	12556.00	VERIZON INC (FRONTIER COMMUNICATIONS)	251.12	B
1927 LAKESHORE DR	9529.00	VF VENTURES LLC	381.16	A
1845 LAKESHORE DR	19272.00	VF VENTURES LLC	770.88	A
2111 LAKESHORE DR		WASHINGTON JONATHAN/WALLACE LAPOLIA	0	
1595 LAKESHORE DR	8976.00	WASSERMAN PROPERTY COMPANY LLC	359.04	A
1965 LAKESHORE DR	8167.00	WILLIAM J GIBNER LLC	326.68	A
2152 LAKESHORE DR		YOUNTS MARK A/KATHYRN L	0	
			$21,334.04	
Square footage assessed:	833749.1			

Assessment amount	
Class	**Amt per s/f**
A	0.04
B	0.02

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: Amendment to zoning ordinance, residential setback requirements
Submitted By: Mike Franzak	Department: Planning Director

Brief Summary: Staff-initiated request to amend Section 404 of the zoning ordinance to modify rear setback requirements and to create a front build-to zone in lieu of front setbacks in single-family residential zones.

Detailed Summary & Background: The Planning Commission recommended approval of the amendment by a 4-1 vote at their August 10 meeting.

Goal/Focus Area/Action Item Addressed: Economic Development, Housing & Business

Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐ N/A ■
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ■

Recommended Motion: To approve the request to amend Section 404 of the zoning ordinance as presented.

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

Planning Commission Packet Excerpt – August 10, 2023

Hearing, Case 2023-20: Staff-initiated request to amend Section 404 of the zoning ordinance to modify rear setback requirements and to create a front build-to zone in lieu of front setbacks in single-family residential zones.

SUMMARY

1. Staff is proposing certain modifications to Section 404 of the zoning ordinance to allow property owners to better maximize the usage of their property. The following are the major amendments to the proposed ordinance:
    - Change the minimum front setback requirements to a build-to-zone. This is the method used in the form based code section of the ordinance. This would allow new houses to be placed anywhere from 10-30 feet from the front property line. They also have the option to move the house outside of the build-to-zone if it will match other houses on the block.
    - Reduce the rear setback requirements in R-1 and R-2 zones to match the 15-foot requirement of the R-3 zone. The new addition of the build-to-zone requirement in the front, along with the existing maximum lot coverage requirements, should result in almost all new houses to have at least a 30-foot rear setback anyway, since most lots in Muskegon are in excess of 100 feet long. However, this amendment will ease restrictions on odd-shaped lots. Those lots without much depth will have more opportunities to place their homes on buildable lots.
    - The current ordinance states that corner lots shall be considered as having two front yards and must meet the minimum setback requirements for both frontages. This amendment would state that the secondary street is a side yard and the rear property must also abide by the side setback requirements. With the build-to-zone in place, along with maximum lot coverage standards, this should only affect small, irregular lots that have previously been spilt.

    Unique block with very small lots (see bottom right corner). Existing houses were placed when there were fewer zoning restrictions. Remaining lots face development challenges under current regulations in Section 404.

Proposed Ordinance (See attachments for redline version)

SECTION 404: AREA AND BULK REQUIREMENTS

	R-1	R-2	R-3
Minimum Lot Size	6,000 sf	4,000 sf	3,000 sf
Minimum Lot Width	50 ft	40 ft	30 ft
Maximum Lot Coverage	Buildings: 50% Pavement: 10%	Buildings: 60% Pavement: 15%	Buildings: 70% Pavement: 20%
Height Limit*	2 stories or 35 feet**	2 stories or 35 feet**	2 stories or 35 feet**
Front Build-to-Zone***^	10-30 feet	10-30 feet	10-30 feet
Rear Setback^	15 ft	15 ft	15 ft
Side Setbacks#^:	1 story: 6 2 story: 8	1 story: 6 2 story: 7	1 story: 5 2 story: 5

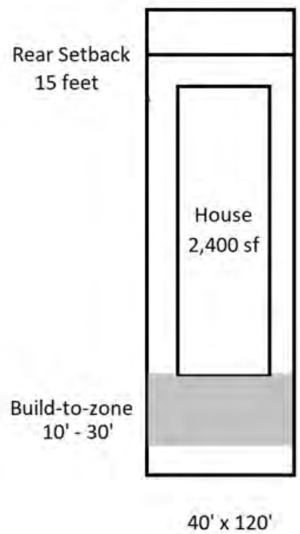
* Height measurement: In the case of a principal building, the vertical distance measured from the average finished grade to the highest point of the roof surface where the building line abuts the front yard, except as follows: to the deck line of mansard roofs, and the average height between eaves and the ridge of gable, hip, and gambrel roofs (see Figure 2-2). If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building (see Figure 2-3).

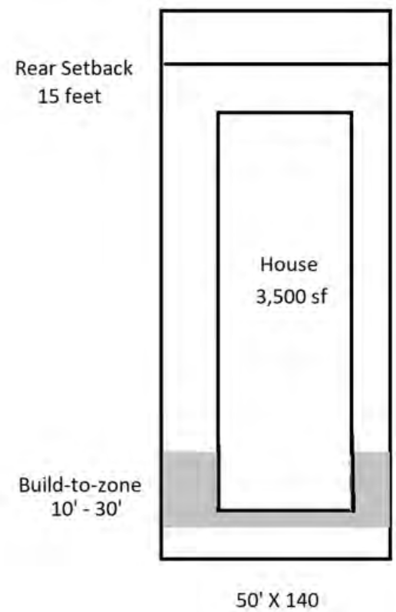
** Homes located in an established Historic District may be up to 3 stories or 45 feet, if found to be compatible with other homes within 600 feet.

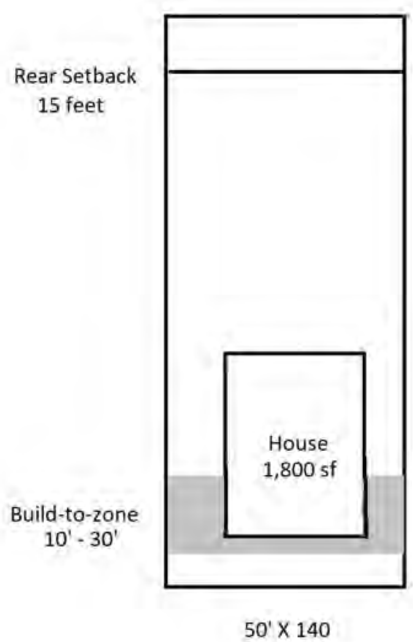
*** New principal structures may align with existing principal structures in the immediate area even if the front setback. falls outside the build-to-zone. The immediate area shall be considered all houses on the same block face within 600 feet of the property.

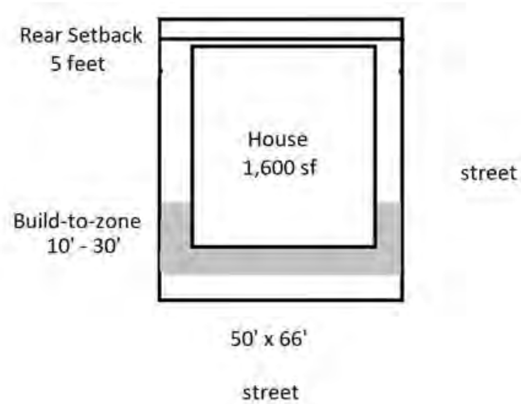
^For corner lots, the front shall be considered the street that faces the front door. The other street shall follow the side setback requirements. The rear, which is opposite of the front street, shall also follow the side setback requirements.

#All required setbacks shall be measured from the property line to the nearest point of the determined drip line of buildings.


Rear Setback
15 feet
House
2,400 sf
Build-to-zone
10' - 30'
40' x 120'


Rear Setback
15 feet
House
3,500 sf
Build-to-zone
10' - 30'
50' X 140


Rear Setback
15 feet
House
1,800 sf
Build-to-zone
10' - 30'
50' X 140


Rear Setback
5 feet
House
1,600 sf
street
Build-to-zone
10' - 30'
50' x 66'
street

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend Section 404 of the zoning ordinance to modify rear setback requirements and to create a front build-to zone in lieu of front setbacks in single-family residential zones.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 404 is amended as proposed.

This ordinance adopted:

Ayes:____

Nayes:____

Adoption Date:____

Effective Date:____

First Reading:____

Second Reading:____

CITY OF MUSKEGON

By: __________________________________
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 22nd day of August 2023, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: ____________________, 2023. ____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on August 22, 2023, the City Commission of the City of Muskegon adopted an ordinance to amend Section 404 of the zoning ordinance.

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

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

Published ____________________, 2023.

CITY OF MUSKEGON

By ________________________________

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

SECTION 404: AREA AND BULK REQUIREMENTS

	R-1	R-2	R-3
Minimum Lot Size	6,000 sf	4,000 sf	3,000 sf
Minimum Lot Width	50 ft	40 ft	30 ft
Maximum Lot Coverage	Buildings: 50% Pavement: 10%	Buildings: 60% Pavement: 15%	Buildings: 70% Pavement: 20%
Height Limit*	2 stories or 35 feet**	2 stories or 35 feet**	2 stories or 35 feet**
Front ~~Setbacks~~ Build-to-Zone***	~~Expressway/Arterial Street: 30 ft~~ ~~Collector/Major Street: 25 ft~~ ~~Minor Street: 15 feet~~ 10-30 feet	~~Expressway/Arterial Street: 30 ft~~ ~~Collector/Major Street: 25 ft~~ ~~Minor Street: 10 feet~~ 10-30 feet	~~Expressway/Arterial Street: 30 ft~~ ~~Collector/Major Street: 25 ft~~ ~~Minor Street: 10 feet~~ 10-30 feet
Rear Setback	~~30~~ 15 ft	~~20~~ 15 ft ^	15 ft^
Side Setbacks#:	1 story: 6 2 story: 8	1 story: 6 2 story: 7	1 story: 5 2 story: 5

* Height measurement: In the case of a principal building, the vertical distance measured from the average finished grade to the highest point of the roof surface where the building line abuts the front yard, except as follows: to the deck line of mansard roofs, and the average height between eaves and the ridge of gable, hip, and gambrel roofs (see Figure 2-2). If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building (see Figure 2-3).

** Homes located in an established Historic District may be up to 3 stories or 45 feet, if found to be compatible with other homes within 600 feet.

*** ~~For minimum front setbacks, n~~New principal structures ~~on minor streets~~ may align with existing principal structures in the immediate area even if the front setback ~~is below the minimum required~~. falls outside the build-to-zone. The immediate area shall be considered all houses on the same block face within 600 feet of the property.

~~^Parcels with at least 100 ft in length must have at least a 30 ft rear setback.~~ For corner lots, the front shall be considered the street that faces the front door. The other street shall follow the side setback requirements. The rear, which is opposite of the front street, shall also follow the side setback requirements.

#All required setbacks shall be measured from the property line to the nearest point of the determined drip line of buildings.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 22, 2023	Title: FEMA Grant Award
Submitted By: Timothy Kozal	Department: Fire Department

Brief Summary: The fire department received notification on August 11, 2023 they received a FEMA grant to replace their aging and often out of service, breathing air compressor and fill system.

Detailed Summary & Background: In January 2023, the Fire Department applied for a grant from FEMA through the AFG (Assistance to Firefighters Grant) program. The equipment applied for was a new breathing air system to fill our air cylinders. Our current breathing air compressor system was purchased in 1997. The three quotes we received for replacement were from West Shore Fire, Municipal Emergency Services (MES) and Breathing Air Systems (BAS).

West Shore Fire: Did not provide a shipping cost. Would not entertain a trade-in quote. $ 62,260.97
MES: A newer system on the market. There were no reviews available. Would not entertain a trade-in quote. $ 74,789.00
BAS: Bauer is the current manufacture we have been using for 26 years. It's has been proven to be good unit for us. Service times are usually within 48 hours. Breathing Air Systems will take our unit in on trade for $5k. They will remove the old system and take it with him when they deliver the new system. $78,593.80, less the trade in of $5,000 for a total of $73,593.80.

At the time of submitting the grant, BAS quoted for a complete breathing air cascade system with shipping and installation for $77,250.00. The quote was only valid for 30 days. After the award we received an updated quote of $78,593.80, less the trade in of $5,000 for a total of $73,593.80.

On August 11, 2023, the fire department received notification from FEMA our grant application was approved. The grant requires a 10% match of the requested funds.

The fire department is requesting $7,359.38 for the purchase of the $73,593.80 breathing air compressor and cascade filling station with assistance from FEMA grant funding.

Goal/Focus Area/Action Item Addressed: 2022 – 4.2 Take advantage of external revenue sources

Amount Requested: $7,359.38	Budgeted Item: Yes ☐ No ■ N/A ☐
Fund(s) or Account(s): General Fund 101-336	Budget Amendment Needed: Yes ■ No ☐ N/A ☐

Recommended Motion: To approve the funding to purchase the breathing air compressor and cascade filling station from Breathing Air Systems.

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

BREATHING AIR SYSTEMS
8855 E BROAD ST
REYNOLDSBURG, OH 43068

SALES & SERVICE CENTERS
SALES@BREATHINGAIR.COM | SERVICE@BREATHINGAIR.COM

OHIO - CORP HQ 614.864.1235
NORTH CAROLINA 336.674.0749
FLORIDA 352.629.7712
TENNESSEE 423.634.3184
INDIANA/KENTUCKY 614.986.1025
PENNSYLVANIA 412.564.5756
MICHIGAN 517.786.4060
ILLINOIS 217.768.4408

SAFE AIR SYSTEMS A Subsidiary Of Breathing Air Systems
210 LABRADOR DR.
RANDELMAN, NC 27317

WWW.BREATHINGAIR.COM | WWW.SAFEAIRSYSTEMS.COM

THE NATION'S LARGEST DISTRIBUTOR OF BAUER COMPRESSORS

Quote

Michigan Branch
8855 E Broad St
Reynoldsburg OH 43068

Date 08/11/2023
Quote # QUO-MI105
Customer ID 700148

Item	Quantity	Description	Rate	Amount	Tax Rate
		remote outlet - Three fill hoses with bleed valves and safety door interlock. 5500 psi fill pressure.			
CS6	4	Cascade System, 6000 psi, Cylinder includes CGA connection, Elbow, Mounting Rail, Clamp and 8 Ft. Hose	2,332.20	9,328.80	
RFH6-50	1	Hose,refill,6000psi,50 foot	425.00	425.00	
Subtotal				75,197.80	
Labor	16	Service Labor- per hour	145.00	2,320.00	
SLP-HP-WITH START-UP	1	Single High Pressure Air Test Kit to be taken at time of start-up by Breathing Air Service Technician.	105.00	105.00	

Subtotal	77,622.80
Shipping Cost (LTL Motor Freight)	971.00
Total	$78,593.80

PAYMENT TERMS: INVOICES ARE SUBJECT TO LATE CHARGES AT THE RATE OF 1.5% PER MONTH (ANNUAL 18%).

ALL PARTS RETURNS OR EXCHANGES MUST BE COMPLETED WITHIN 45 DAYS FROM INVOICE DATE. ALL RETURNS REQUIRE A RETURN MERCHANDISE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING FEE.

SHIPPING CHARGES WILL BE ADDED WHEN ORDERS ARE FULFILLED.

NOTE: PAYMENTS BY CREDIT CARD WILL INCUR A CONVENIENCE FEE TOTALING 3.0% OF THE INVOICE TOTAL ON ALL TRANSACTIONS EXCEEDING $1,200.00.

Quote Approved By:________________________________(Print Name)

Approved By Signature:________________________________

Approved Date:________________

QUO-MI105

BREATHING AIR SYSTEMS
8855 E BROAD ST
REYNOLDSBURG, OH 43068

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OHIO - CORP HQ 614.864.1235 | NORTH CAROLINA 336.674.0749 | FLORIDA 352.629.7712 | TENNESSEE 423.634.3184
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WWW.BREATHINGAIR.COM | WWW.SAFEAIRSYSTEMS.COM

THE NATION'S LARGEST DISTRIBUTOR OF BAUER COMPRESSORS

Quote

Michigan Branch
8855 E Broad St
Reynoldsburg OH 43068

Requested By: Kyle Visser
Title: Lieutenant
Email:
kyle.visser@shorelinecity.com
Phone: (616) 724-6792

Date	08/11/2023
Quote #	QUO-MI105
Customer ID	700148
Expires	10/10/2023
Terms	Net 30
Shipping Method	LTL Motor Freight
FOB	
Est Delivery Time	

Bill To

Muskegon Fire Dept
770 Terrace St
Muskegon MI 49440
United States

Ship To

Kyle Visser
Muskegon Fire Dept
770 Terrace St
Muskegon MI 49440
United States

Sales Rep: Justen Diaz
Sales Rep Email: jdiaz@breathingair.com
Sales Rep Phone: (517) 763-3779

A 3% CREDIT CREDIT CARD CONVENIENCE FEE WILL BE ADDED TO ALL ORDERS AT TIME OF FULFILLMENT FOR ALL CREDIT CARD TRANSACTIONS EXCEEDING $1,200.00. A WIRE FEE OF $45.00 WILL BE ADDED TO ALL ORDERS PAID BY WIRE.

NOTE: Our quotes do not include the offloading, uncrating, or placement of compressors or fill stations. Customers are responsible for the wiring to or into an electrical compressor and to the electrical supply. Warranty is as proposed.

Item	Quantity	Description	Rate	Amount	Tax Rate
VAC13H-E1	1	Bauer Compressor - 6000 psi. - 13 cfm. Bauer Verticus fully Enclosed Air System 6000 psi. 13.0 cfm. charging rate with pressure switch for automatic start & stop control. Locally mounted interstage pressure gauges. P2S 67,000 cu ft purification system with SECURUS electronic cartridge monitor. Pressure lubricated with low oil protection. Automatic condensate drain system and PLC controller with smart pad operator interface console and E-Stop Button. Entire electrical assembly is UL LISTED. All in an attractive sound attenuating enclosure. Single phase electric.	41,912.00	41,912.00	
GT/CO/III	1	Electric CO Monitor Complete With Calibration Kit Wired For Alarm And Shutdown. (Calibration Gas Included)	4,724.00	4,724.00	
CFS5.5-3SX4X4	1	Fill Station - BAUER- Class 2. Independently tested containment fill station meets NFPA 1901. Fills three SCBA cylinders and has four cascade controls with valves and gauges. Features cylinder scuff guard - fill control panel with adjustable regulator - SCBA fill connection - top mounted cascade control panel with regulated	18,808.00	18,808.00	

HOME > EQUIPMENT > BAUER COMPRESSORS > BAUER VERTICUS > BAUER VERTICUS | VAC13H-E1 | SINGLE PHASE | 6000PSI

BAUER VERTICUS | VAC13H-E1 | S 6000PSI

No Reviews yet

CALL FOR PRICE OR REQUEST QUOTE

SKU: VAC13H-E1

Quantity

1

ADD TO QUOTE

CFS5.5-3SX4X4 | Bauer Compressors | 3-Position 5.5 Containment Fill Station

RFH6-50 | 6000PSI Refill Hose 50'

MUNICIPAL EMERGENCY SERVICES

2655 N Meridian Rd #6
Sanford, MI 48657

Quote

Quote #	QT1664634
Date	02/03/2023
Expires	02/18/2023
Sales Rep	Elizondo, Terrance
PO #	Revolveair Complete Compressor System
Shipping Method	FedEx Ground
Customer	MUSKEGON CITY FIRE DEPT (MI)
Customer #	C241536

Bill To
MUSKEGON CITY FIRE DEPT (MI)
770 TERRACE STREET
MUSKEGON MI 49440
United States

Ship To
MUSKEGON CITY FIRE DEPT (MI)
770 TERRACE STREET
MUSKEGON MI 49440
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
RSC-01025101			6000 psi 5 Stage Compressor 10 Horsepower, 208-230 Volt/ 1 Phase/ 60Hz, CO Monitor with Cal Kit, English	1	$40,034.00	$40,034.00
RSF-3321A411			RevolveairWAttachedStorage, StationaryWAutoCascade, with Auxillary High Pressure, 4 bank auto cascade with attached storage, SCUBA adapter Revolveair & CGA	1	$21,491.00	$21,491.00
8HP586C 6000			UN 6000 cylinder with CGA 702-25SE Valve installed Color Mapp Yellow Revolve Air Systems Custom Collar Ring with Fittings kit	4	$2,209.00	$8,836.00
RSS-00A40000			No Rack, 4 Bank Auto Cascade, No HP Storage Hoses Needed, None	1	$528.00	$528.00
Compressor Install			Site survey, install, operate, leak test, train & perform air sample with written report.	1	$2,500.00	$2,500.00

Thank you for your business!

Subtotal	$73,389.00
Shipping Cost	$1,400.00
Tax Total	$0.00
Total	$74,789.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1664634

WEST SHORE FIRE INC.
6620 Lake Michigan Drive
P.O. Box 188
Allendale, MI 49401
(616)895-4347
WHERE SALES & SERVICE COME TOGETHER

West Shore Fire Inc.
6620 Lake Michigan Dr.
PO Box 188
Allendale MI 49401
Phone: 616-895-4347
Watts: 800-632-6184
Fax: 616-895-7158

MAKO

Office of:
Rob Shepard
rshepard@westshorefire.com
616-262-0640 Cell

QUOTATION

****

Bill to Address	**MUSKEGON FIRE DEPARTMENT** **770 TERRACE STREET** **ATTN: KYLE**	PO # Ship Via	 Best Way
Shipping Address		Date:	1/31/2023
Phone #	1-616-260-3616	County:	
Fax #			
E-mail	kyle.visser@shorelinecity.com	**QUOTE VALID FOR 30 DAYS**	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	BAM06H NEW MAKO 6000PSI, 10 HP, 14CFM 3 PHASE BREATHING AIR COMPRESSOR WITH CO MONITOR		
1	SSCFS3-4HP NEW MAKO THREE BOTTLE FILL STATION (5500# CAPABLE)		
1	M-BAC ENCLOSURE W/75' HOSE REEL		
1	4 BOTTLE VERTICAL RACK		
4	ISO/UN6000PSI AIR STORAGE BOTTLE		
1	702S 702CGA NUT & NIPPLE, 7000PSI AIRLINE & FITTINGS		
1	LS-901 AIR TEST SAMPLE KIT		
2	CALIBRATION GAS		
1	LABOR TO PERFORN INSTALL, START UP, TAKE AIR SAMPLE & TRAIN STAFF ON DAY OF INSTALL		

	Subtotal	$62,260.97
	FREIGHT NOT INCLUDED IN QUOTE	
	Tax (If Applicable)	
	TOTAL QUOTE	**$62,260.97**