

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 22, 2017 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **INTRODUCTIONS/PRESENTATION:**
 - A. Muskegon Lake Area of Concern Update – Kathy Evans from WMSRDC**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk**
 - B. Justice Assistance Grant Public Safety**
 - C. Frank's Taco Shack Concession Contract Department of Public Works**
 - D. City-MDOT Agreement; Laketon from Getty to Creston (H1706-123986A) Department of Public Works**
 - E. Roof Replacement – Water Filtration Plant Administration Building Department of Public Works/Water Filtration**
 - F. Consideration of Bids – City Hall Washing and Sealing Department of Public Works - Engineering**
 - G. Approval of Building Contract for 1350 Eastwood Drive Community and Neighborhood Services**
 - H. Adopt a Resolution Approving the Liquor License Application for Pigeon Hill Brewing Co., LLC as a Mixed Spirit Drink Manufacturer and Small Distiller at 441 W. Western City Clerk**

Hill Brewing Co., LLC as a Small Distiller at 500 W. Western Avenue
City Clerk

J. Certification of MERS Representative Finance

K. Approval of a Neighborhood Enterprise Zone Certificate – 321 Terrace Point Circle Planning & Economic Development

☐ **PUBLIC HEARINGS:**

A. Request for the Establishment of an Industrial Development District at 700 Terrace Point Drive Planning & Economic Development

☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

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

1047 Wood Street

1826 Ray Street

B. Approval to Purchase Property from the Michigan Department of Transportation Planning & Economic Development

C. Convention Center City Manager

D. Sale of Parking Lot City Manager – REMOVED PER STAFF REQUEST

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: August 18, 2017

Here is a quick outline of the items on our agenda(s):

REGULAR MEETING

1. Under Presentations, we will have one item:
 - a. Members from the Muskegon Watershed Partnership will be in attendance to give an update on Muskegon Lake's Area of Concern status.
2. Under the consent agenda, we are asking the Commission for approval of the following:
 - a. Last meeting's minutes.
 - b. A Justice Assistance Grant Agreement with Muskegon County that outlines how the annual Justice Assistance Grant allocation will be split among the eligible cities. The City of Muskegon's portion will be \$24,226 of the total \$39,155.
 - c. A concession agreement with Frank's Taco Shack to operate for the rest of the season at Pere Marquette Park. This is no relation to me 😊
 - d. The MDOT reconstruction contract for Laketon Ave (from Getty to Creston). The total project cost is \$2.2 Million, with \$1.16 Million coming from federal funds and \$1.04 Million coming from local funds.
 - e. An agreement with Bob's Roofing to replace a roof at the water filtration plant. They were the lowest bidder at \$66,000.
 - f. An agreement with DC Byers of Grand Rapids to power wash, caulk, and seal city hall. They were the lowest bidder at \$67,147.
 - g. Building contact for 1350 Eastwood. The original contractor is unable to complete the job, so we are moving on to the next bidder. The base contract is \$109,825.
 - h. A liquor license for Pigeon Hill Brewing at 441 West Western Ave for mixed spirits and distilling.
 - i. A liquor license for Pigeon Hill Brewing at 500 West Western Ave for distilling.
 - j. A Resolution appointing Ken Grant and Howard Usher as employee delegates for the City at the annual MERS conference.

- k. An enterprise zone certificate for 321 Terrace Point Circle. The new home has a construction value of \$260,865.
3. Under new business, we will be asking the Commission to approve the following:
- a. We will be asking the City Commission to concur with the Housing Board of Appeals on the demolition of two homes. We expect them to be demolished in the next 60 days.
 - b. Purchase of former MDOT right-of-way adjacent to city owned parcels on Webster Ave and Muskegon Ave between 8th Street and 9th Street. The purchase price is \$7,700.
 - c. Letter of Intent to partner with Muskegon County and Parkland Properties to fund and build a downtown convention center adjacent to the LC Walker Arena and the Holiday Inn. This was a topic of last week's work session. The city would own and finance the center, but the dollars used to pay for the debt and operating would come from Muskegon County and Parkland Properties.
 - d. Sale of a portion of the city parking lot on Shoreline Drive to Pigeon Hill Brewing to facility the expansion of their business in Muskegon. PHB has been looking for suitable space to expand in the downtown area for a number of months. This sale will allow them to build their brewery to meet current and future needs. We expect the location to help build a downtown connection to the water-side of Shoreline Drive, as their facility will be offering brewery tours and beer tastings. The facility will also hold their corporate office. This move is expected to give them the space they need to expand their distribution business and construct a new taproom at 441 West Western. The sale price is based on a price-per square foot comparison on a similar property on Ottawa Avenue. Although the \$20,000 price tag may seem low, the goal of staff is really to activate this parcel, encourage the growth of Pigeon Hill within the downtown, and begin to build a connection from downtown to the lakeshore. The project will start quickly, with build out likely complete in 6-9 months.

Let me know if you have any questions/comments/concerns

Date: August 16, 2017
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the July 25, 2017 Regular City Commission Meeting and the minutes of the August 7, 2017 Worksession Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 25, 2017 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, July 25, 2017. Elder Holmes, Holy Trinity Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

Absent: Commissioner Dan Rinsema-Sybenga

2017-60 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve minutes of the July 10, 2017 Worksession Meeting and the July 11, 2017 Regular Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

D. Beach Tractor DPW/Equipment

SUMMARY OF REQUEST: The Equipment Division is requesting permission to purchase a Beach Tractor from J & J Farm Sales, the lowest qualified bidder with a price of \$59,915.00. This price includes a trade in of our current tractor for \$12,000.00.

FINANCIAL IMPACT: \$59,915.00

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

STAFF RECOMMENDATION: Authorize staff to purchase on Beach Tractor from J & J Farm Sales for the price of \$59,915.00.

F. LC Walker Arena Locker Room Plumbing

City Manager

SUMMARY OF REQUEST: The locker rooms A-F are in need of plumbing repairs/upgrades in the shower areas. In total, 16 shower assemblies will be replaced at a cost of \$1,007.68 each. The total cost of the 16 assemblies is \$16,123.00.

FINANCIAL IMPACT: \$16,123.00

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize Arena Management to accept the \$16,123.00 proposal from Lascko Plumbing and Mechanical, LLC.

G. Rebid the Demolition of 1290 Wood Street

Public Safety

SUMMARY OF REQUEST: This is to request that the City Commission direct staff to rebid the demolition of 1290 Wood Street and to award all or part of the demolition to the lowest responsible bidder. The City Commission had concurred with the Housing Board of Appeals that the structure at 1290 Wood was unsafe, substandard, a public nuisance, and that the structure be demolished at the meeting of January 10, 2017.

FINANCIAL IMPACT: General Funds

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To have staff rebid the demolition reflecting the changes from the original bid and to award the bid to the lowest responsible bidder.

H. Michigan Natural Resources Trust Fund Grant Development Project Agreement for Pere Marquette Park Recreational Improvements and Defined Match Amount

Planning & Economic Development & Public Works

SUMMARY OF REQUEST: The City had received the Michigan Natural Resources Trust Fund Grant Development Project Agreement for the Pere Marquette Park Project Improvements. The State has requested that the development agreement and the defined contribution agreement be signed. Work may begin on the project once the State approved the agreements.

FINANCIAL IMPACT: There is no impact for the 2017 to 2019 budget years have this budgeted.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution approving the Development Project Agreement for the Pere Marquette Park Recreational Improvements and to guarantee the defined match funds, and to have the Mayor and Clerk sign the Development Project Agreement and resolution.

I. Adopt the revised WaterMain Standard Construction Specifications – Division 13 DPW – Engineering

SUMMARY OF REQUEST: Adopt the watermain specification revising the currently used standards for watermain construction effective immediately. The proposed revisions are necessary to incorporate new materials and construction methods.

The City's standard construction specifications, including the watermain section, were last revised in 2010.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Adopt the revision and authorize engineer to sign and seal revised specifications.

J. Rezoning Request for the Property at 1361 S. Getty Street Planning and Economic Development

SUMMARY OF REQUEST: Request to rezone the property at 1361 S. Getty Street from B-1, Limited Business District to B-4, General Business District by Laquan Robinson.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the rezoning

COMMITTEE RECOMMENDATION: The Planning Commission unanimously recommended approval of the request at their July 13 meeting. They also unanimously voted to approve a Special Use Permit to allow for a car sales lot, contingent upon the rezoning of the property to B-4.

K. Rezoning Request for Several Properties to R-2, Single Family Medium Density Residential District Planning & Economic Development

SUMMARY OF REQUEST: Staff initiated request to rezone several properties from R-1, Single Family Low Density Residential District to R-2, Single Family Medium Density Residential District.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the rezoning.

COMMITTEE RECOMMENDATION: The Planning Commission unanimously recommended approval of the request at their July 13 meeting.

L. Rezoning Request for Several Properties to R-3, Single Family High Density Residential District Planning & Economic Development

SUMMARY OF REQUEST: Staff initiated request to rezone several properties from R-1, Single Family Low Density Residential District to R-3, Single Family High Density Residential District.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the rezoning.

COMMITTEE RECOMMENDATION: The Planning Commission unanimously recommended approval of the request at their July 13 meeting.

M. Revocation of a Commercial Facilities Exemption Certificate – 165 Clay, LLC Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 255 of 1978, as amended, staff is recommending the revocation of the Commercial Facilities Exemption Certificate granted to 165 Clay, LLC for failure to complete the project. On May 12, 2015, a 12-year certificate was granted for a project that was to include \$336,000 in renovations at 165 W. Clay Avenue. The property owner is agreeable to the revocation.

FINANCIAL IMPACT: The real property will be taxed at the normal rate and will no longer be frozen.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Revocation of the Commercial Facilities Exemption Certificate.

N. Revocation of a Commercial Facilities Exemption Certificate – 896 Jefferson, LLC Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 255 of 1978, as amended, staff is recommending the revocation of the Commercial Facilities Exemption Certificate granted to 896 Jefferson, LLC for failure to complete the project. On May 12, 2015, a 12-year certificate was granted for a project that was to include \$70,000 in renovations at 896 Jefferson Street. The property owner is agreeable to the revocation.

FINANCIAL IMPACT: The real property will be taxed at the normal rate and will no longer be frozen.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Revocation of the Commercial Facilities Exemption Certificate.

Motion by Commissioner Johnson, second by Vice Mayor Hood, to approve the consent agenda as presented, except items B, C, and E.

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

Nays:None

MOTION PASSES

2017-61 ITEMS REMOVED FROM CONSENT AGENDA:

A. Farmers Market Liquor License City Clerk

SUMMARY OF REQUEST: To finalize the application process for our permanent liquor license by authorizing signors, approving the use of the outdoor seating area, cancelling our request for a specific purpose permit, and approving a new Sunday Sales permit.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the request and authorize the Mayor to sign the letter to the Michigan Liquor Control Commission on behalf of the City Commission.

Motion by Commissioner Warren, second by Commissioner German, to approve the request and authorize the Mayor to sign the letter to the Michigan Liquor Control Commission on behalf of the City Commission.

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

Nays: None

MOTION PASSES

B. Appointment of Treasurer Position Finance

SUMMARY OF REQUEST: To appoint Sarah Petersen as the new City Treasurer effective August 7, 2017.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: After interviewing nine candidates the City Manager, Finance Director, and the Assistant Finance Director agree to offer the Treasurer's position to Sarah Petersen.

Motion by Commissioner German, second by Commissioner Johnson, to appoint Sarah Petersen as the new City Treasurer effective August 7, 2017.

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

Nays: None

MOTION PASSES

E. Tahoe Police Cruisers DPW/Equipment

SUMMARY OF REQUEST: The Equipment Division is requesting permission to purchase three Tahoe police cruisers from Berger Chevrolet, the Mi-Deal State

Contract holder for a purchase price of \$35,246.00 each.

FINANCIAL IMPACT: \$35,246 each for a total of \$105,738.00

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

STAFF RECOMMENDATION: Authorize staff to purchase three Tahoe police cruisers from Berger Chevrolet.

Motion by Commissioner German, second by Commissioner Warren, to authorize staff to purchase three Tahoe police cruisers from Berger Chevrolet.

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

Nays: None

MOTION PASSES

2017-62 NEW BUSINESS:

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

407 Monroe Avenue – Garage Only

338 Mason Avenue – Garage Only

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the garage structures are unsafe, substandard, a public nuisance, and that they be demolished within 30 days. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

FINANCIAL IMPACT: General Funds

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish the garage structures only.

Motion by Vice Mayor Hood, second by Commissioner German, to concur with the Housing Board of Appeals decision to demolish the garage structures only.

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

Nays: None

MOTION PASSES

B. Food Truck Registration Fees City Clerk

SUMMARY OF REQUEST: This is a request to adjust the mobile food vending fee to \$50 for those food truck vendors that participate in the Muskegon Farmers

Market Food Truck Rallies. This is something that was made available to Taste of Muskegon Participants.

This registration will be good through April 30th of the following year. Currently mobile food vendors outside the City limits are required to pay \$300 annually, those having restaurants in the City of Muskegon have a fee of \$150, and those with a brick and mortar business in the downtown development district pay \$50 annually.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval.

Motion by Commissioner Johnson, second by Vice Mayor Hood, to adjust the mobile food vending fee to \$50 for those food truck vendors that participate in the Muskegon Farmers Market Food Truck Rallies.

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

Nays: None

MOTION PASSES

2017-63 ANY OTHER BUSINESS:

The City's Engineer, Mohammed Al-Shatel, addressed the City Commission regarding mechanical problems with our Mueller CL-12 tapping machine which is used exclusively to make larger water main taps from 4 inches to 12 inches. It is a specialized piece of equipment and must be sent to the original manufacturer, Mueller Co., for repairs. The Mueller Company recommends reconditioning and a rebuild including new internal parts and a new boring bar for \$12,576.

Motion by Commissioner Johnson, second by Commissioner Turnquist, to approve the emergency repairs – not to exceed \$13,000.

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public Comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 6:35 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC, City Clerk

CITY OF MUSKEGON

CITY COMMISSION

WORKSESSION MEETING

AUGUST 7, 2017 @ 5:30 P.M.

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

WORKSESSION MINUTES

2017-64

Present: Gawron, Hood, Warren, German, Rinsema-Sybenga, Johnson, and Turnquist

Absent: None

PRESENTATION:

Muskegon Convention Center Presentation Jonathan Wilson & Doug Pollock

Muskegon County, Convention and Visitors Bureau, and Holiday Inn Representatives made a presentation to the City Commission regarding a public/private partnership that the parties believe will result in a sustainable convention center for downtown Muskegon. The partnership would include the City of Muskegon, Muskegon County, and Parkland Properties. The presentation covered the following components:

- a. A commitment from the owners of the Shoreline Inn and the Holiday Inn to assess a 4% assessment on their room rates for a period of 20 years, and to transfer 100% of those dollars to the County via the Convention and Visitors Bureau to market Muskegon County.
- b. A commitment from Muskegon County to allocate a portion of current accommodation tax revenue to cover the debt service of a new convention center.
- c. A commitment from the City of Muskegon to undertake the buildout of the convention center (and own the facility).
- d. A commitment from Parkland Properties to operate, manage, and market the facility at no cost to the City, with Parkland responsible for all profits/losses associated with the operation of the facility.

- e. A commitment to create a reserve fund to cover costs associated with maintenance and upgrades throughout the 20 year debt period.

2017-65 CONSENT AGENDA:

A. Easement over C.E. Property by the Cobb Plant for Bike Trail
Engineering

SUMMARY OF REQUEST: Accept the easement agreement from C.E. for the existing bike path on their property along the Cobb Plant/Causeway and authorize the mayor and clerk to sign said agreement.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends that a 15' easement be granted to the Mazureks.

D. Set Public Hearing for the Downtown Development Plan and Tax Increment Financing Plan Planning

SUMMARY OF REQUEST: To approve the resolution setting a public hearing for an amendment to the Downtown Development (DDA) Plan and Tax Increment Financing (TIF) Plan, and notifying the taxing jurisdictions of the plan amendment including the opportunity to express their views and recommendations regarding the proposed amendment at the public hearing. The proposed amendment is to remove and add certain properties to the TIF and to extend the duration of the plan.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and authorize the Mayor and Clerk to sign the resolution.

E. Special Liquor License for Farm-to-Table Fundraiser Dinner at Farmers Market Clerk

SUMMARY OF REQUEST: The Muskegon Farmers Market will be hosting Farm-to-Table Fundraiser Dinner on Friday, September 8, 2017 at the Farmers Market and we are requesting a liquor license for beer and wine. Proceeds will benefit the Farmers Market.

FINANCIAL IMPACT: \$50 permit from the State for every date requested and \$75 bond.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request.

G. Rezoning Request for Several Properties to R-2, Single Family Medium Density Residential District Planning & Economic Development
(SECOND READING)

SUMMARY OF REQUEST: Staff initiated request to rezone several properties from R-1, Single Family Low Density Residential District to R-2, Single Family Medium Density Residential District.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of the rezoning.

H. Rezoning Request for Several Properties to R-3, Single Family High Density Residential District Planning & Economic Development (SECOND READING)

SUMMARY OF REQUEST: Staff initiated request to rezone several properties from R-1, Single Family Low Density Residential District to R-3, Single Family High Density Residential District.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of the rezoning.

Motion by Commissioner Johnson, second by Commissioner Warren, to approve the consent agenda as presented, except items B, C, and F.

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

Nays: None

MOTION PASSES

2017-66 ITEMS REMOVED FROM CONSENT AGENDA:

B. Vehicle Based Utility Meter Reading System Engineering

SUMMARY OF REQUEST: Authorize staff to purchase a new vehicle based reading system (Sensus Flexnet Vehicle Gateway Base Station with Software) for \$26,500 from ETNA Supply Company to read our customers' water meters.

Sensus Metering Systems is in the process of discontinuing the current radio (model 510R). Our current vehicle based reading system can only read the older 510R radios, while the new vehicle based reading system will only read the newer radios (510) thus both reading systems will be needed until we complete the switch over of all of our radios.

FINANCIAL IMPACT: Total Cost \$26,500.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize staff to purchase a new vehicle based reading system from ETNA Supply Co. (Sole Sources due to the type of meters the city uses.

Motion by Commissioner Johnson, second by Commissioner German, to authorize staff to purchase a new vehicle based reading system from ETNA Supply Co.

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

Nays: None

MOTION PASSES

C. Consideration of Bids for Paving of Hartford, Pine, & Diana (H-1712, W-756, S-679 Engineering

SUMMARY OF REQUEST: To award above referenced project to C & D Hughes, Inc. since they were the lowest responsible bidder with a total bid price of \$489,990.20.

This award, if approved, requires revisions to the 17/18 budgeted amount via the 1st quarterly reforecast. The increase is due to a much more extensive work needs than was anticipated during the budget.

FINANCIAL IMPACT: The construction cost of \$489, 990.20 plus engineering cost of an additional 15%.

BUDGET ACTION REQUIRED: Revise the budgeted amount via the 1st quarterly reforecast.

STAFF RECOMMENDATION: Award the contract to C & C Hughes, Inc. for a bid price of \$489,990.20 and revise the CIP amounts in the 17/18 C.I.P. budget via the 1st Quarterly Reforecast.

This is a prevailing wage job.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to award the contract to C & D Hughes, Inc. for a bid price of \$489,990.20 and revise the CIP amounts in the 17/18 C.I.P. budget via the 1st Quarterly Reforecast.

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

Nays: None

MOTION PASSES

F. Permanent Traffic Control Order – Removal of Traffic Signals and Installation of Permanent 4-way “STOP” signs at Muskegon Avenue @ 3rd Street per TCO #32-(2017) and at Webster Avenue@ 3rd Street per TCO #33-(2017) DPW

SUMMARY OF REQUEST: Authorize the removal of Traffic Signals and installation of permanent 4-way "Stop" signs at Muskegon Ave. at 3rd Street and Webster Avenue at 3rd per Traffic Control Orders #32-(2017) and #33-(2017).

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Remove Traffic Signals and install permanent 4-way "Stop" signs at Muskegon Avenue, at 3rd Street and Webster Avenue at 3rd Street, per Traffic Control Orders #32-(2017) and #33-(2017).

Motion by Commissioner Warren, second by Commissioner German, to remove traffic signals and install permanent 4-way "Stop" signs at Muskegon Avenue @ 3rd Street and Webster Avenue @ 3rd Street, per Traffic Control Orders #32-(2017) and #33-(2017).

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

Nays: None

MOTION PASSES

2017-67 ANY OTHER BUSINESS:

A letter of support is needed for Muskegon County to apply for grant funds for FY2018 Michigan Medicaid CHIP Lead Hazard Control Grant.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to authorize the Mayor to sign the CNS letter.

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

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission meeting adjourned at 7:15 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC, City Clerk

Date: August 22, 2017
To: Honorable Mayor and City Commissioners
From: Jeffrey A. Lewis
Director of Public Safety
RE: Memorandum of Understanding – Justice Assistance Grant

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the Director and the City Manager to enter into an agreement with the City of Muskegon Heights and Muskegon County in regards to the disbursement of the FY 2017 Justice Assistance Grant. It is further requested that the Mayor be authorized to sign the Memorandum of Understanding. Note that time is of the essence as this grant requires a governing body review period and the grant submission and the grant deadline is September 5.

Although the Bureau of Justice Assistance has designated us as being in a disparate funding situation due to the County providing more than 50% of the jail facilities, our proposal is to keep the allocations exactly as they initially came down from the BJA which is as follows: County of Muskegon \$ 0; City of Muskegon \$24,226 and City of Muskegon Heights \$14,929. Note that BJA uses crime data versus population in making these allocation decisions.

The City of Muskegon portion is planned to be used in continuation of the manner in which the previous year's JAG funding was used which is for the prosecution of city ordinance cases dealing primarily with neighborhood issues.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Staff recommends approval of this request.

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MUSKEGON
THE COUNTY OF MUSKEGON
THE CITY OF MUSKEGON HEIGHTS**

**FY 2017 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Regular Funding / Local Solicitation**

This Agreement is made and entered into on the _____ day of _____, 2017, by and between the County of Muskegon, acting by and through its governing body, the Board of County Commissioners, located at 990 Terrace Street, Muskegon, Michigan 49442 and the City of Muskegon, acting by and through its governing body, the City Commission, located at 933 Terrace Street, Muskegon, Michigan 49443-0536, and the City of Muskegon Heights, acting by and through its governing body, the City Council, located at 2724 Peck Street, Muskegon Hts., MI 49444, all of Muskegon County, State of Michigan, witnesseth:

WHEREAS, the CITY OF MUSKEGON has agreed to serve as the applicant/fiscal agent for the joint funds under the: Justice Assistance Grant(Local Solicitation) as the Bureau of Justice Assistance has designated the allocation to the law enforcement communities in Muskegon County as a disparate allocation; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions, hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body find that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the breakdown of allocated funding agreed upon by those entities involved in the disparate funding is \$ 24,226 to the CITY OF MUSKEGON and \$ 14,929 to the CITY OF MUSKEGON HEIGHTS; and

WHEREAS, the CITY OF MUSKEGON, CITY OF MUSKEGON HEIGHTS and COUNTY OF MUSKEGON believe it to be in their best interests to allocate the JAG funds as specified in this Agreement.

NOW THEREFORE, THE COUNTY OF MUSKEGON, CITY OF MUSKEGON AND CITY OF MUSKEGON HEIGHTS agree as follows:

AGREEMENT

1. THE CITY OF MUSKEGON will act as the fiscal agent/applicant agency.
2. The total eligible joint allocation for the disparate jurisdictions of \$ 39,155 will be allocated as follows: COUNTY OF MUSKEGON - \$ 0; CITY OF MUSKEGON - \$24,226
CITY OF MUSKEGON HEIGHTS - \$ 14,929
3. Each municipality will be responsible for its actions in the use of any equipment purchased under this Agreement and the fiscal agent shall not be liable for any civil liability that may arise from the purchase of the use of the equipment.
4. The CITY OF MUSKEGON HEIGHTS will be responsible for submitting quarterly reports to the CITY OF MUSKEGON by the third day of the month following the quarter in the reporting fashion required by the CITY OF MUSKEGON and for any month in which an expenditure under the grant has occurred the CITY OF MUSKEGON HEIGHTS will submit a reimbursement request to the CITY OF MUSKEGON by the third day of the following month along with backup documentation such as invoices.
5. The CITY OF MUSKEGON HEIGHTS will be responsible for the accuracy of all data submitted to the CITY OF MUSKEGON for submission to the Bureau of Justice

Programs and will be liable for penalties as a result of submitting the data late and for any inaccurate data.

6. Nothing in the performance of this Agreement shall impose any liability for claims against the CITY OF MUSKEGON passing from this program or from the CITY OF MUSKEGON HEIGHT's expenditure of the JAG funds.
7. By entering into this Agreement, the parties do not intent to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF MUSKEGON

Dated: _____, 2017

By: _____
Benjamin E. Cross, Chairman
County Board of Commissioners

CITY OF MUSKEGON

Dated: _____, 2017

By: _____
Stephen Gawron, Mayor

CITY OF MUSKEGON HEIGHTS

Dated: _____, 2017

By: _____
Kimberley Sims, Mayor

AGENDA ITEM NO._____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: August 22, 2017

SUBJECT: Frank's Taco Shack Concession/Business Contract for City of Muskegon Parks.

SUMMARY OF REQUEST:

Staff is asking permission to enter into a 1-year seasonal contractual agreement, for 2017, with Frank Galindo of Frank's Taco Shack, at Pere Marquette Park, located within the City of Muskegon, to sell various items, as stated in their proposal, from a mobile concession.

FINANCIAL IMPACT:

Concession revenue is 10% of gross receipts.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Enter into a 1-year seasonal Concession/Business contractual agreement, for 2017, with Frank Galindo of Frank's Taco Shack.

COMMITTEE RECOMMENDATION:



Frank's Taco Shack

Muskegon, MI

Cell phone: 231-288-8607

To City of Muskegon,

Here is an overview of my business proposal for a Mexican themed taco shack alongside Pere Marquette Beach.

Pere Marquette has lots of pedestrian foot and car traffic in the daytime. Having the Mexican themed taco shack in this location will give customers a new choice of lunch and dinner while enjoying the beach.

I believe that this would be a great opportunity for the community, while offering Mexican food in the area. A new change a venue may satisfy many.

We would plan on serving Monday: 9am to 7pm
Tuesday: 9am to 7pm
Wednesday: 9am to 7pm
Thursday: 9am to 7pm
Friday: 9am to 7pm
Saturday: 9am to 7pm
Sunday: 9am to 7pm

Frank's Taco Shack offers a variety of Authentic Mexican food: Tacos, walking tacos, nachos, nacho supreme, quesadillas, and tamales. We offer water and different flavors of soda as well.

Ingredients:

lettuce, tomato, onions, shredded cheese, nacho cheese, jalapeños, cilantro, homemade salsa, sour cream and lime.

Prices:

Taco.....	\$2.00
Walking taco.....	\$4.00
Nacho.....	\$5.00
Nacho supreme.....	\$8.00
Quesadilla.....	\$4.00
Tamales.....	\$2.00
Pop and water.....	\$1.00
Fresh squeezed lemonades.....sm	\$3.00.....lg \$6.00

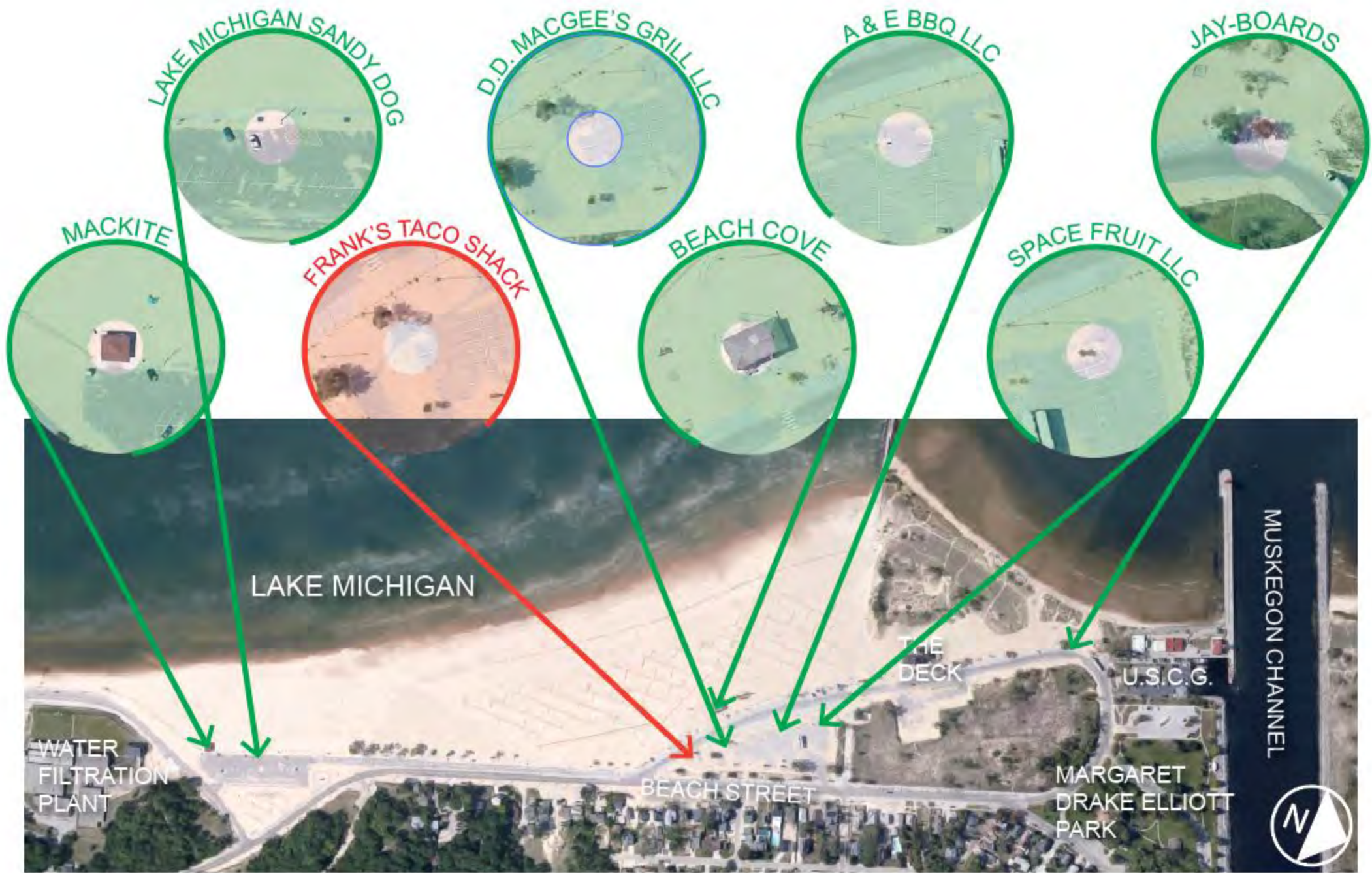
Furthermore, Frank's Taco Shack has gained extensive knowledge into providing outstanding customer services by anticipating customer needs. Our customers are our top and main priority. Having previously worked many numerous events, We became proficient in handling customers concerns by ensuring that they never left the Shack without resolving any issue they might have had without a positive outcome.

Sincerely,

Frank's Taco Shack
Owner: Frank Galindo







APPROVED

REQUESTED

Date: August 22, 2017
To: Honorable Mayor and City Commissioners
From: Engineering
RE: City – MDOT Agreement;
Laketon, Getty to Creston (H-1706 – 123986A)

SUMMARY OF REQUEST:

Approve the attached contract with MDOT for the reconstruction of Laketon Ave. between Getty & Creston and approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

MDOT's participation is limited to the approved federal funds of \$1,160,000. The estimated total construction cost is \$2.2 million plus engineering cost.

BUDGET ACTION REQUIRED:

none at this time

STAFF RECOMMENDATION:

Approve the attached contract and resolution authorizing the mayor & clerk to sign both.

COMMITTEE RECOMMENDATION:

RESOLUTION_____

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE RECONSTRUCTION OF LAKETON AVE., FROM GETTY TO CRESTON. TOGETHER WITH OTHER NECESSARY RELATED WORK ITEMS AND AUTHORIZATION FOR MAYOR STEPHEN J. GAWRON AND CITY CLERK, ANN MEISCH, TO EXECUTE SAID CONTRACT

Moved by_____and supported by

Commissioner_____that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **17-5353** between the Michigan Department of Transportation and the City of Muskegon for the **Reconstruction of Laketon Av. From Getty to Creston** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **17-5353** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this_____day of_____, 2017.

BY

Stephen J. Gawron, Mayor

ATTEST

Ann Meisch, City Clerk

CERTIFICATION

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

CITY OF MUSKEGON

By_____
Ann Meisch, City Clerk

EMRP & STP

DA

Control Section	STUL 61121
Job Number	123986A
Project	EMRP 1761(016)
Federal Item No.	HK 1620
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	17-5353

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 10, 2017, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION (EARMARK REPURPOSED FUNDS)

Concrete pavement reconstruction work along Laketon Avenue from Getty Street to Creston Street; including storm sewer, concrete sidewalk ramp, and pavement marking work; and all together with necessary related work.

PART B – FEDERAL PARTICIPATION (SURFACE TRANSPORTATION FUNDS)

Concrete pavement reconstruction work along Laketon Avenue from Getty Street to Creston Street; including storm sewer, concrete sidewalk ramp, and pavement marking work; and all together with necessary related work.

PART C – NO FEDERAL PARTICIPATION

Concrete sidewalk, water main installation, and sanitary sewer work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

EARMARK REPURPOSED FUNDS
SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Earmark Repurposed Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$399,909.80, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST, after deduction of Federal Earmark Repurposed Funds, up to the lesser of: (1) \$760,000.00, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART B portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART B portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART C

The PART C portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING

PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with

the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



u 7/31/17

APPROVED BY:

for Administrator
Real Estate

8/7/17
Date

July 10, 2017

EXHIBIT I

CONTROL SECTION	STUL 61121
JOB NUMBER	123986A
PROJECT	EMRP 1761(016)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>	<u>TOTAL</u>
Estimated Cost	\$499,900.00	\$1,675,900.00	\$122,100.00	\$2,297,900.00

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$499,900.00	\$1,675,900.00	\$122,100.00	\$2,297,900.00
Less Federal Earmark Repurposed Funds*	\$399,909.80	\$ -0-	\$ -0-	\$ 399,909.80
Less Federal Surface Transportation Funds**	\$ -0-	\$ 760,000.00	\$ -0-	\$ 915,900.00
BALANCE (REQUESTING PARTY'S SHARE)	\$ 99,990.20	\$ 915,900.00	\$122,100.00	\$1,137,990.20

*Federal Earmark Repurposed Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

**Federal Surface Transportation Funds for the PART B portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).
- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, 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, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall 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 advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Date: 8/22/2017

To: Honorable Mayor and City Commissioners

From: Department of Public Works - Filtration

RE: Roof Replacement - Water Filtration Plant -Administration Building

SUMMARY OF REQUEST:

Authorize staff to enter into a roof replacement agreement at Water Filtration Plant - Administration Building with Bob's Roofing since they submitted the lowest responsible bid of \$66,000.

FINANCIAL IMPACT:

\$66,000

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Bob's Roofing for a cost of \$66,000.



THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

3800 EAST 91 STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

August 10, 2017

Sanjeev Mungarwadi
Muskegon, City of
Water Filtration Plant
1900 Beach St.
Muskegon, MI 49441

TJ Morris

2085 Marva Ave.

Muskegon, MI 49444

Phone: (616) 502-6817

Email: tmorris@garlandind.com

Sanjeev,

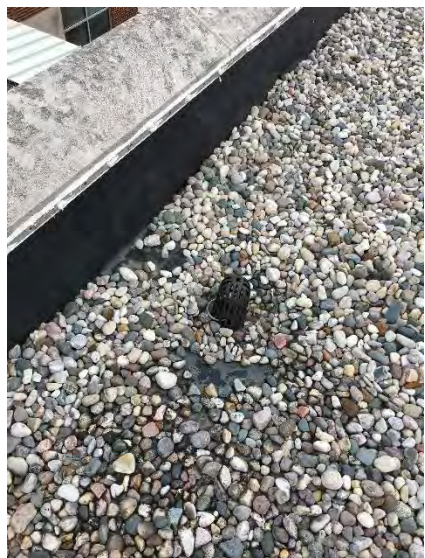
The summary of the roof assessment is listed below. We inspected each section to provide information on existing conditions of the roof system and deck. Once we had this information we were able to provide corresponding budgets (see attached map) for required work based on the future needs of the city. This is a condensed version of the full RAMP reported provided at the end of 2016.

Section #4

Condition: Failed

Recommendation: Replacement

Details: The existing ballasted EPDM roof has “failed”. The termination bar is starting to pull from the wall due to the shrinking of the rubber membrane. We have scanned the roof with a nuclear imaging camera to see how wet the insulation is. Unfortunately, the insulation came back more than 75% wet. Due to these conditions, the only way to fix the issues are to replace the roof.





As we discussed earlier this month, once budgets are approved, we can schedule a roof replacement for this fall. Bob's Roofing won the bid with a quote of \$66,000. They are a quality contractor that will do great work and stand behind it. The disparity in bids are a direct result of the fact Bob's had an open schedule this fall and wanted the work, and get a good deal on a crane. This roof is in dire need of a replacement that is designed properly, and will last against the harsh weather conditions the water filtration plant experiences.

Sincerely,

TJ Morris
Roof Management Specialist
The Garland Company, Inc.

CITY OF MUSKEGON
 TELEPHONE BID TABULATION
 PROJECT: WATER FILTRATION PLANT- SECTION #4
 REQUISITION

DATE: 19-May-17

		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
VENDOR		BOB'S ROOFING		OSTRANDER ROOFING		ALLIED ROOFING		HOEKSTRA ROOFING	
TELEPHONE		231-510-8311		616-240-0553		616-291-2433		269-998-1463	
QUOTED BY		JEREMY NOVAK		RICHARD OSTRANDER		WAYNE ALLEN		DALE ROACH	
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	2017 REPLACEMENT								
	SECTION #4		\$ 66,000.00		\$ 98,500.00		\$ 93,200.00		\$ 89,980.00
TOTAL			\$ 66,000.00		\$ 98,500.00		\$ 93,200.00		\$ 89,980.00
CASH DISCOUNT TERMS									
F.O.B									
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER									

Date: August 22, 2017
To: Honorable Mayor and City Commissioners
From: DPW-Engineering
RE: Consideration of Bids
City Hall Washing and Sealing

SUMMARY OF REQUEST:

Authorize staff to enter into an agreement with D.C. Byers out of Grand Rapids to wash, caulk and seal City hall for a bid price of \$67,147 (without performance bond) since they submitted the lowest bid upon an on-site meeting with two contractors, the other bid was Helms Caulking for \$76,250).

FINANCIAL IMPACT:

\$67,147.

BUDGET ACTION REQUIRED:

A budget adjustment needs to be made since the budgeted amount was only \$30,000 in the 17/18 CIP under general fund.

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with D.C. Byers as per the attached proposal and authorize the necessary budget adjustment via the 1st quarterly reforecast.

COMMITTEE RECOMMENDATION:



D. C. Byers Co./Grand Rapids, Inc.
SPECIALISTS IN RESTORATION OF STRUCTURES SINCE 1903

August 9, 2017

City of Muskegon
Department of Public Works
1350 E. Keating
Muskegon, MI 49442
Attn: Mohammed Al-Shatel

RE: Muskegon City Hall – Caulk Joint Replacement, Clean and Seal Quote

Dear Mohammed:

DC Byers Company/Grand Rapids, Inc. is pleased to provide you with this proposal for labor, materials, equipment, and supervision for the following work.

Scope of Work on Upper Sections – All Four Sides:

1. Remove and replace the caulking in the Window Mullion to Precast joints.
2. Remove and replace the caulking in the precast panel joints.
3. Powerwash the precast panels to remove dirt and biological growth.
4. Apply clear, penetrating sealer to the vertical sections of precast.

Scope of Work on Lower Sections – All Four Sides:

1. Remove and replace the caulking in the precast panels on top of the brick.
2. Remove and replace the caulk in the vertical, corner, brick joints.
3. Remove and replace the caulk in the window mullion to precast joints.
4. Powerwash and seal the lower precast panels and brick walls.

Total Price: \$67,147.00

Alternate No. 1 – Add Performance Bond: Add \$800.00

Note: Price includes lifts, scaffolding, and roof protection. Approximately six precast panel patches are included in this proposal. Washing and sealing of the brick trash enclosure and HVAC equipment screen walls are included. **No tuckpointing is included in this proposal.**

Caulking will be a two-part Urethane
Sealer will be a 40VOC clear penetrating sealer.
Construction schedule established at 55 working days.

D. C. Byers Co./Grand Rapids, Inc.

Thank you for the opportunity of providing you with this proposal. If you have any questions regarding this quotation, please call me at 538-7300.

Sincerely,
D.C. Byers Company/Grand Rapids, Inc.

A handwritten signature in black ink, appearing to read "Doug Lectka", written in a cursive style.

Doug Lectka
President



PO Box 736 Grandville MI 49468
616-299-9960 dan@helmscaulking.com

PROPOSAL

PROPOSAL SUBMITTED TO CITY OF MUSKEGON		TODAY'S DATE August 9, 2017	ATTN: Muhammad
PHONE NUMBER 231-724-9724	FAX NUMBER	JOB NAME CITY HALL BUILDING	
ADDRESS, CITY, STATE, ZIP 933 TERRACE STREET MUSKEGON, MICHIGAN 49440		JOB LOCATION MUSKEGON, MICHIGAN	

We propose hereby to furnish material and labor necessary for the completion of:

Washing exterior elevations of the City Hall Building with hot water and mild water pressure to remove dirt, mold and stains form the exterior of the building. Price includes 60-foot man-lift for the project.

Remove and replace caulking at windows on the exterior of the building. price includes new sealant, backer rod and 5-year material warranty.

Remove and replace caulking at precast joints on the exterior of the building. Price includes new sealant, backer rod and 5-year material warranty.

Water repellent furnished and installed to all cleaned exterior elevations of the building. ProSoCo 40 water sealer includes a 5- year material warranty.

Sika patch furnished and installed to approx. 25 square foot area of missing stone precast with color to match as close as possible. Includes all prep and clean up.

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:
SEVENTY-SIX THOUSAND TWO HUNDRED FIFTY dollars (\$ **76,250.00**)

Payment as follows: **Net 30 Day Monthly Draws.**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Payment is due within 30 days. We do accept Master Card and Visa.

Authorized Signature Dan Helms

Note: this proposal may be withdrawn by us if not accepted within **30** days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

Commission Meeting Date: August 22, 2017

Date: August 14, 2017

To : Honorable Mayor and City Commission

From: Community and Neighborhood Services Department

RE : Approval of Building Contract for 1350 Eastwood Drive

SUMMARY OF REQUEST: To award the Building Contract for the rehabilitation of 1350 Eastwood Drive to TK Construction for the City of Muskegon's Homebuyers Program through CNS.

CNS received 2 bids as listed on the attached sheet; the cost estimate from our spec writer was \$80,500.

FINANCIAL IMPACT: The funding for this project has been secured with 2016 HOME Funds.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To award TK Construction the rehabilitation contract for 1350 Eastwood Drive; in the amount of \$ 111,275.00, for the Community and Neighborhood Services Office.

COMMITTEE RECOMMENDATION: None required.

MEMO

Community and Neighborhood Services

City of Muskegon
933 Terrace
Second Floor
Muskegon, MI 49442
Ph: 231-724-6717
Fax: 231-726-2501

Date: June 28, 2017

To: Bidders regarding 1350 Eastwood Drive

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

Re: Bid Results

Community and Neighborhood Services received the following bid proposals:

<u>CONTRACTOR</u>	<u>Total Bid Price*</u>
Nassau Construction LLC	\$ 95,500
***with Alternative Bid	\$100,300
TK Construction	\$109,825
***with Alternative Bid	\$111,275

***Alternative Bids for Hardwood Floor Repair/Sprinkler Repair

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

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

OB

Date: August 16, 2017
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Adopt a Resolution Approving the Liquor License
Application for Pigeon Hill Brewing Co., LLC as a Mixed
Spirit Drink Manufacturer and Small Distiller at 441 W.
Western Avenue

SUMMARY OF REQUEST: To Adopt a Resolution Approving the Liquor License Application for Pigeon Hill Brewing Co., LLC as a Mixed Spirit Drink Manufacturer and Small Distiller at 441 W. Western Avenue

The primary purpose of seeking these licenses is to allow production of packaged cocktails. A cocktail in a can or a keg. Those kegs/cans would then be made available for sale throughout their distribution network. While some of the products could be made available in the taproom, there are no plans to turn the taproom into a cocktail bar or to add straight spirits to the menu.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adopt a resolution approving the request of Pigeon Hill Brewing Co., LLC for a liquor license as a Mixed Spirit Drink Manufacturer and Small Distiller at 441 W. Western Ave.



Manufacturer & Wholesaler License & Permit Application

(For MLCC Use Only)

For information on manufacturer and wholesaler licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Pigeon Hill Brewing Company, LLC		
Address to be licensed: 441 W. Western Ave		
City: Muskegon	Zip Code: 49440	
City/township/village where license will be issued: City of Muskegon		County: Muskegon
Federal Employer Identification Number (FEIN): 45-4400529		

Leave Blank - MLCC Use Only

1. Are you requesting a new license? ☒ Yes ☐ No
2. Are you applying ONLY for a new permit or permission? ☒ Yes ☐ No
3. Are you buying an existing license? ☐ Yes ☒ No
4. Are you modifying the size of the licensed premises?
If Yes, specify: ☐ Adding Space ☐ Dropping Space ☐ Redefining Licensed Premises
☐ Yes ☒ No
5. Are you transferring the location of an existing license? ☐ Yes ☒ No
6. Is this license being transferred as the result of a default or court action? ☐ Yes ☒ No
7. Do you intend to use this license actively? ☒ Yes ☐ No

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s):		
Current licensed address:		
City:	Zip Code:	
City/township/village where license is issued:		County:

Part 3 - Licenses, Permits, and Permissions

Applicants for Manufacturer & Wholesaler licenses, permits, and permissions must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, or a request to increase or decrease the size of the licensed premises. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	License & Permit Fees:	TOTAL FEES:
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Schedule A - Licenses, Permits, & Permissions

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

License Type:	Base Fee:	Fee Code MLCC Use Only
☐ Brewer	\$50.00	
☐ Micro Brewer (Under 60,000 barrels annually)	\$50.00	
☐ Wine Maker	\$100.00	
☐ Small Wine Maker (Under 50,000 gallons annually)	\$25.00	
☐ Winery Tasting Room	\$100.00	
☐ Spirit Tasting Room	\$100.00	
☐ Brandy Tasting Room	\$100.00	
☐ Manufacturer of Brandy	\$100.00	
☒ Manufacturer of Mixed Spirit Drink	\$100.00	
☐ Manufacturer of Spirits	\$1,000.00	
☒ Small Distiller (Under 60,000 gallons annually)	\$100.00	
☐ Outstate Seller of Beer	\$1,000.00	
☐ Outstate Seller of Wine	\$300.00	
☐ Outstate Seller of Mixed Spirit Drink	\$300.00	
☐ Wholesaler	\$300.00	
For delivery vehicle decal fees please use Report of Delivery Vehicles form (LCC-351) .		
☐ Warehouser	\$50.00	
☐ Industrial Manufacturer	\$10.00	
☐ Seller of Alcohol	\$10.00	
☐ Limited Alcohol Buyer	\$10.00	
☐ Consumer Sampling Event License	No charge	

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Permits:	Base Fee:	Fee Code MLCC Use Only
☐ Sunday Sales Permit (AM)	\$160.00	
☐ Sunday Sales Permit (PM)	15%**	
☐ Catering Permit	\$100.00	
☐ Beer and Wine Tasting Permit	No Charge	
☐ Outdoor Service	No Charge	
☐ Entertainment Permit	No Charge	
☐ Dance Permit	No Charge	
☐ Topless Activity Permit	No Charge	
☐ Living Quarters	No Charge	
☐ Specific Purpose Permit (list activity below):		
Days/Hours requested: _____		
☐ Extended Hours Permit (check type below):	No Charge	
☐ Dance ☐ Entertainment		
Days/Hours requested: _____		
☐ Off-premise Storage	No charge	
☐ Direct Connection(s)	No charge	

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: _____ x \$70.00 Inspection Fee

Total Inspection Fee(s): _____

Total License Fee(s): _____

Total Permit Fee(s): _____

TOTAL FEES DUE: _____

Make checks payable to **State of Michigan**

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?			☐ Phone	☐ Mail	☒ Email	☐ Fax
What is your preferred method for receiving a Commission Order?			☐ Mail	☒ Email	☐ Fax	
Contact name: Michael A. Brower			Relationship: Attorney for & Member of Application			
Mailing address: PO Box 388, Muskegon, MI 49443						
Phone: 616.566.6664		Fax number: 231.421.6605		Email: michael@pigeonhillbrew.com		

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name:		Member Number: P-	
Attorney address:			
Phone:	Fax number:	Email:	
Would you prefer that we contact your attorney for all licensing matters related to this application?		☐ Yes ☐ No	
Would you prefer any notices or closing packages be sent directly to your attorney?		☐ Yes ☐ No	

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Pigeon Hill Brewing Company, LLC by Michael A

Print Name of Applicant & Title


Signature of Applicant

Date

Please return this completed form along with corresponding documents and fees to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-373-4202



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____
(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ City of Muskegon _____ council/board
(regular or special) (township, city, village)
called to order by _____ on _____ at _____
(date) (time)
the following resolution was offered:

Moved by _____ and supported by _____
that the application from Pigeon Hill Brewing Company, LLC

(name of applicant)
for the following license(s): Small Distiller & Manufacturer of Mixed Spirit Drink
(list specific licenses requested)

to be located at: 441 W. Western Ave, Muskegon, MI 49440

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

Date: August 16, 2017
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Adopt a Resolution Approving the Liquor License
Application for Pigeon Hill Brewing Co., LLC as a Small
Distiller at 500 W. Western Avenue

SUMMARY OF REQUEST: To Adopt a Resolution Approving the Liquor License Application for Pigeon Hill Brewing Co., LLC as a Small Distiller at 500 W. Western Avenue

The primary purpose of seeking these licenses is to allow production of packaged cocktails. A cocktail in a can or a keg. Those kegs/cans would then be made available for sale throughout their distribution network. While some of the products could be made available in the taproom, there are no plans to turn the taproom into a cocktail bar or to add straight spirits to the menu.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adopt a resolution approving the request of Pigeon Hill Brewing Co., LLC for a liquor license as a and Small Distiller at 500 W. Western Ave.



Manufacturer & Wholesaler License & Permit Application

For information on manufacturer and wholesaler licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Pigeon Hill Brewing Company, LLC	
Address to be licensed: 500 W. Western Ave	
City: Muskegon	Zip Code: 49440
City/township/village where license will be issued: City of Muskegon	County: Muskegon
Federal Employer Identification Number (FEIN): 45-4400529	

Leave Blank - MLCC Use Only

1. Are you requesting a new license? ☒ Yes ☐ No
2. Are you applying ONLY for a new permit or permission? ☒ Yes ☐ No
3. Are you buying an existing license? ☐ Yes ☒ No
4. Are you modifying the size of the licensed premises? ☐ Yes ☒ No
If Yes, specify: ☐ Adding Space ☐ Dropping Space ☐ Redefining Licensed Premises
5. Are you transferring the location of an existing license? ☐ Yes ☒ No
6. Is this license being transferred as the result of a default or court action? ☐ Yes ☒ No
7. Do you intend to use this license actively? ☒ Yes ☐ No

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s):	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

Part 3 - Licenses, Permits, and Permissions

Applicants for Manufacturer & Wholesaler licenses, permits, and permissions must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, or a request to increase or decrease the size of the licensed premises. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	License & Permit Fees:	TOTAL FEES:
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Schedule A - Licenses, Permits, & Permissions

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

License Type:	Base Fee:	Fee Code MLCC Use Only
☐ Brewer	\$50.00	
☐ Micro Brewer (Under 60,000 barrels annually)	\$50.00	
☐ Wine Maker	\$100.00	
☐ Small Wine Maker (Under 50,000 gallons annually)	\$25.00	
☐ Winery Tasting Room	\$100.00	
☐ Spirit Tasting Room	\$100.00	
☐ Brandy Tasting Room	\$100.00	
☐ Manufacturer of Brandy	\$100.00	
☐ Manufacturer of Mixed Spirit Drink	\$100.00	
☐ Manufacturer of Spirits	\$1,000.00	
☒ Small Distiller (Under 60,000 gallons annually)	\$100.00	
☐ Outstate Seller of Beer	\$1,000.00	
☐ Outstate Seller of Wine	\$300.00	
☐ Outstate Seller of Mixed Spirit Drink	\$300.00	
☐ Wholesaler	\$300.00	
For delivery vehicle decal fees please use Report of Delivery Vehicles form (LCC-351) .		
☐ Warehouser	\$50.00	
☐ Industrial Manufacturer	\$10.00	
☐ Seller of Alcohol	\$10.00	
☐ Limited Alcohol Buyer	\$10.00	
☐ Consumer Sampling Event License	No charge	

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Permits:	Base Fee:	Fee Code MLCC Use Only
☐ Sunday Sales Permit (AM)	\$160.00	
☐ Sunday Sales Permit (PM)	15%**	
☐ Catering Permit	\$100.00	
☐ Beer and Wine Tasting Permit	No Charge	
☐ Outdoor Service	No Charge	
☐ Entertainment Permit	No Charge	
☐ Dance Permit	No Charge	
☐ Topless Activity Permit	No Charge	
☐ Living Quarters	No Charge	
☐ Specific Purpose Permit (list activity below):		
Days/Hours requested: _____		
☐ Extended Hours Permit (check type below):	No Charge	
☐ Dance ☐ Entertainment		
Days/Hours requested: _____		
☐ Off-premise Storage	No charge	
☐ Direct Connection(s)	No charge	

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: _____ x \$70.00 Inspection Fee

Total Inspection Fee(s): _____

Total License Fee(s): _____

Total Permit Fee(s): _____

TOTAL FEES DUE: _____

Make checks payable to **State of Michigan**

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?			☐ Phone	☐ Mail	☒ Email	☐ Fax
What is your preferred method for receiving a Commission Order?			☐ Mail	☒ Email	☐ Fax	
Contact name: Michael A. Brower			Relationship: Attorney for & Member of Application			
Mailing address: PO Box 388, Muskegon, MI 49443						
Phone: 616.566.6664		Fax number: 231.421.6605		Email: michael@pigeonhillbrew.com		

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name:		Member Number: P-	
Attorney address:			
Phone:	Fax number:	Email:	
Would you prefer that we contact your attorney for all licensing matters related to this application?			☐ Yes ☐ No
Would you prefer any notices or closing packages be sent directly to your attorney?			☐ Yes ☐ No

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

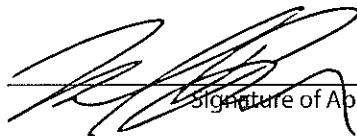
Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Pigeon Hill Brewing Company, LLC by

Print Name of Applicant & Title



Signature of Applicant

Date

Please return this completed form along with corresponding documents and fees to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-373-4202



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ City of Muskegon _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Pigeon Hill Brewing Company, LLC _____

(name of applicant)

for the following license(s): Small Distiller _____
(list specific licenses requested)

to be located at: 500 W. Western Ave, Suite 1, Muskegon, MI 49440 _____

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

Commission Meeting Date: August 22, 2017

Date: August 15, 2017
To: Honorable Mayor and City Commissioners
From: Finance
RE: Certification of MERS Representatives

SUMMARY OF REQUEST: The MERS plan document provides that “the governing body for each municipality shall certify the names of two (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 Howard Usher from the 517M Union group.

It is recommended that Kenneth Grant (Assistant Finance Director) be designated as the City’s employer delegate.

FINANCIAL IMPACT: Registration for the MERS conference in Detroit, MI is \$250 per person. Additionally, mileage, hotel and related costs will be incurred.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Certification of Kenneth Grant and Howard Usher to be the City’s officer and employee delegates at the MERS annual meeting in Detroit September 21 – 22, 2017.



Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.MERS (6377) • Fax: 517.703.9707
www.mersofmich.com

2017 Officer and Employee Delegate Certification Form

MERS 71st Annual Conference | September 21-22, 2017 | Detroit Marriott at the Renaissance Center

Please print clearly • Retain a copy for your records

IMPORTANT: A **voting delegate registered** to attend the **MERS Annual Conference** is **NOT** confirmed to have voting rights until this form has been received by MERS.

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.

If you are NOT attending MERS Annual Conference, you do not need to submit this form.

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 Grant

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve at the 2017 MERS Annual Conference by official action of the governing body (or chief judge for a participating court) on August 22, _____, 2017.

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

Howard Usher

Employee Alternate name

Employee delegate and alternate listed above were elected to serve at the 2017 MERS Annual Conference by secret ballot election conducted by an authorized officer on _____, 2017.

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.

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*

City of Muskegon

Municipality number*

6116

Email address

Employer address

933 Terrace Street

Employer city

Muskegon

Employer state

MI

Employer zip code

49440

Signature of authorized authority*

Printed name

Ann M Meisch

Title of authorized authority*

City Clerk

Date

8/22/2017

* Required field



TIP: Scan and upload this completed form to your computer. Then attach it to your registration when you register online to attend the conference.

www.mersofmich.com

Commission Meeting Date: August 22, 2017

Date: August 17, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Approval of a Neighborhood Enterprise Zone Certificate - 321
Terrace Point Circle

SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Kevin and Kim Durnell for the new construction of a home at 321 Terrace Point Circle. This unit is already under construction and the State Tax Commission allows applicants to apply for a certificate up to six (6) months after construction commences. Construction started in May with an estimated cost of \$260,865. The applicant has met local and state requirements for the issuance of the NEZ certificate.

FINANCIAL IMPACT:

Taxation will be 50% of the State average of new homes for the next 12 years.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Kevin and Kim Durnell to construct a new home at 321 Terrace Point Circle in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate will be in effect for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Kevin and Kim Durnell be approved.

Adopted this 22nd day of August, 2017.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on August 22, 2017.

By: _____
Ann Meisch
City Clerk

Commission Meeting Date: August 22, 2017

Date: August 17, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Public Hearing - Request for the establishment of an Industrial Development District at 700 Terrace Point Dr

SUMMARY OF REQUEST:

Pursuant to Public Act 198 of 1974, as amended, KLO Outdoor has requested the establishment of an Industrial Development District at 700 Terrace Point Dr. The company is in the process of moving its corporate offices to this location and plan on making significant upgrades to the real property. The establishment of the district will allow the company to become eligible for Industrial Facilities Tax Abatements (IFTs).

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the establishment of the Industrial Development District.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING AN INDUSTRIAL DEVELOPMENT DISTRICT AT 700 TERRACE DR,
MUSKEGON, MI 49440**

WHEREAS, pursuant to PA 198 of 1974, as amended, the City Commission of the City of Muskegon has the authority to establish an Industrial Development Districts within the City of Muskegon; and

WHEREAS, KL Outdoor has petitioned the City Commission of the City of Muskegon to establish an Industrial Development District on its property located in the City of Muskegon hereinafter described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Muskegon Chronicle and public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on August 22, 2017 a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of the City of Muskegon were afforded an opportunity to be heard thereon; and

WHEREAS, the City Commission of the City of Muskegon deems it to be in the public interest of the City of Muskegon to establish the Industrial Development District as proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Muskegon that the following described parcel of land situated in the City of Muskegon, Muskegon County, and State of Michigan, to wit:

That part of Blocks 558 and 563 of the revised Plat of 1903 of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County, Michigan; including all land made by land-fill which may subaqueous lands at the time of dedication of said revised plat of 1903, described as follows: Commencing at the intersection of the Northeasterly line of Terrace Street being the Southwesterly line of Block 557 of said revised Plat of 1903, extended to the centerline of vacated Water Street; thence North 62 degrees 44 minutes 00 seconds West along the Northeasterly line of said Terrace Street extended 381.45 feet; thence Westerly along the Northerly line of said Terrace Street along the arc of a 302.48 foot radius curve to the left, a distance of 447.51 feet (the long chord of said curve bears South 72 degrees 02 minutes 30 seconds West, 429.45 feet, the central angle curve is 90 degrees 27 minutes 00 seconds); thence South 26 degrees 49 minutes 00 seconds West along the Northwesterly line of said Terrace Street 225.07 feet to the Easterly line of Terrace Point Drive, a public street, as dedicated in an instrument recorded in Liber 1557, Pages 426-430; thence Northerly along said Easterly line of the arc of a 517.00 foot radius curve to the right, a distance of 705.40 feet (the long chord of said curve bears North 23 degrees 29 minutes 25 seconds West, 651.95 feet, the central angle of said curve is 78 degrees 10 minutes 34 seconds); thence North 15 degrees 35 minutes 52 seconds East

along said Easterly line of Terrace Point Drive, 187.25 feet to the point of a curvature of a traffic circle for said Terrace Point Drive; thence Easterly, Northerly and Westerly along said traffic circle on the arc of 75.00 foot radius curve to the left, a distance of 232.88 feet (the long chord of said curve bears North 18 degrees 20 minutes 25 seconds West, 149.98 feet, the central angle of said curve is 177 degrees 54 minutes 42 seconds) to the point of beginning of this description; Thence Southwesterly along said traffic circle on the arc of a 75.00 foot radius curve to the left, a distance of 105.61 feet (the long chord of said curve bears South 32 degrees 21 minutes 55 seconds West, 97.10 feet, the central angle of said curve is 80 degrees 40 minutes 47 seconds); thence North 61 degrees 06 minutes 15 seconds West 139.74 feet; thence Southwesterly along the arc of a 172.00 foot radius curve to the right, a distance of 89.56 feet (the long chord of said curve bears South 58 degrees 58 minutes 45 seconds West, 88.55 feet, the central angle of said curve is 29 degrees 50 minutes 00 seconds); thence South 73 degrees 53 minutes 45 seconds West, 127.91 feet; thence North 16 degrees 06 minutes 15 seconds West, 75.00 feet; thence South 73 degrees 53 minutes 45 seconds West, 110.00 feet; thence North 16 degrees 06 minutes 15 seconds West, 250 feet, more or less, to the waters edge of Muskegon Lake to a point hereinafter referred as "Point A"; thence recommence at point of beginning; thence North 17 degrees 17 minutes 45 seconds West, 326.55 feet; thence North 66 degrees 15 minutes 15 seconds West 275 feet, more or less, to the waters edge of Muskegon Lake; thence Southwesterly along said waters edge of Muskegon Lake 350 feet, more or less, to the above mentioned "Point A"; Excepting therefrom: any land the lies beneath the waters of Muskegon Lake.

is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, to be known as Irwin Industrial Development District.

Adopted this 22nd Day of August 2017.

Ayes:

Nays:

Absent:

BY: _____
Stephen J. Gawron
Mayor

ATTEST: _____
Ann Meisch
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on August 22, 2017.

Ann Meisch
Clerk

Commission Meeting Date: August 22, 2017

Date: August 17, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Approval of a Neighborhood Enterprise Zone Certificate - 321
Terrace Point Circle

SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Kevin and Kim Durnell for the new construction of a home at 321 Terrace Point Circle. This unit is already under construction and the State Tax Commission allows applicants to apply for a certificate up to six (6) months after construction commences. Construction started in May with an estimated cost of \$260,865. The applicant has met local and state requirements for the issuance of the NEZ certificate.

FINANCIAL IMPACT:

Taxation will be 50% of the State average of new homes for the next 12 years.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Kevin and Kim Durnell to construct a new home at 321 Terrace Point Circle in the Terrace Point Condominium neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate will be in effect for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Kevin and Kim Durnell be approved.

Adopted this 22nd day of August, 2017.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on August 22, 2017.

By: _____

Ann Meisch
City Clerk

COMMISSION MEETING DATE: August 22, 2017

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN1713223

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1047 Wood St** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

Location and ownership: This structure is located on Wood Street between Iona Ave and Ada Ave in the McLaughlin Neighborhood. The structure is owned by Ingersoll Financial Midwest Trust, 1101 Lake Sestiny Rd ste 450, Maitland, FL 32751.

Staff Correspondence: The “notice & order to repair” was sent on 7/5/2017. A “10 day notice” was sent on 7/24/2017 for the August 3, 2017 HBA hearing. ON August 3, 2017 the HBA declared the structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$15,200

Estimated cost to repair: \$21,500

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

Owner Contact: We received no contact or correspondence from the owner

Permits obtained: None

DANGEROUS BUILDING INSPECTION

Enforcement # EN1713223

Property Address: 1047 WOOD ST

Parcel # 24-205-248-0001-30

Date completed: July 5, 2017

DEFICENCIES:

1. Siding is rotted, missing and has peeling paint in numerous locations
2. Windows are broken or missing
3. Windows have rotted sills, sashes and peeling paint
4. Storm windows are broken or missing
5. Window trim is rotted or missing
6. Soffits and fascia have rotted sections and peeling paint
7. Rear entry door is damaged and is currently boarded shut
8. Entry ramp to rear door has rotted or missing boards. Railing not secure and not to code
9. Exterior laundry vent is damaged
10. Areas of the foundation has cracks and openings
11. Gas & electrical meters are currently attached to building
12. No water usage since 2014, registered vacant in May of 2015
13. Fifteen (15) "enforcement" actions for trash, long grass and brush since 2014

Note: This reflects an "Exterior Only" inspection

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

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

PHOTOS of 1047 Wood St





COMMISSION MEETING DATE: August 22, 2017

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #: EN1713226

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1826 Ray St** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

Location and ownership: This structure is located on Ray Street between Laketon Ave and Holbrook Ave in the Marsh Field Neighborhood. The structure is owned by Ruth A. Kimbrough, 10301 N. Bingham Ave, Bitely, MI 49309.

Staff Correspondence: The “notice & order to repair” was sent on 7/5/2017. A “10 day notice” was sent on 7/24/2017 for the August 3, 2017 HBA hearing. ON August 3, 2017 the HBA declared the structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$17,400

Estimated cost to repair: \$21,000

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

Owner Contact: We have received no contact or correspondence from the owner

Permits obtained: None

DANGEROUS BUILDING INSPECTION

Enforcement # EN1713226

Property Address: 1826 RAY ST

Parcel # 24-880-000-0004-00

Date completed: July 5, 2017

DEFICENCIES:

1. Siding (aluminum) appears to be stripped from the home. The current siding has peeling paint, is missing or not attached
2. Windows are broken or missing
3. Windows have rotted sills, sashes and peeling paint
4. Basement windows are cracked or missing
5. Exterior dryer venting is missing
6. Front entry door is rotted or has delaminated
7. A large amount of broken glass near or on the front porch
8. Garage roof is deteriorated and must be replaced
9. Garage has boarded windows that are not painted to match the garage
10. Gas & electrical meters are attached to the structure
11. No water usage since February 2016
12. Ten (10) "enforcement" actions for trash, long grass, and brush since 2015

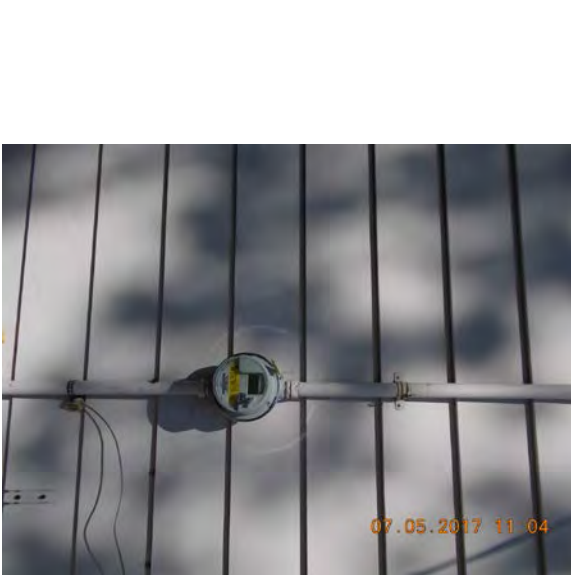
Note: This reflects an "Exterior Only" inspection

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

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

PHOTOS of 1826 Ray Street





Commission Meeting Date: August 22, 2017

Date: August 17, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Approval to Purchase Property from the Michigan Department of Transportation (MDOT)

SUMMARY OF REQUEST:

Staff is seeking approval to purchase a portion of lots one thru five and all of lots six and seven of Block 340 from MDOT. These lots are located between 8th and 9th St and Webster and Muskegon. If approved, these lots will be combined with the portion of the lots that the City already owns, which would allow for development opportunities. This area is zoned Form Based Code, Urban Residential Context Area, which allows for residential homes between one and six units.

FINANCIAL IMPACT:

The cost for all of the property is \$7,700.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval to purchase the property.

COMMITTEE RECOMMENDATION:

None



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

July 24, 2017

Mr. Mike Franzak
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Excess Property
Tract 1466, Control Section 61151, Parcel 2,3,4,5,6,7,8,9,39 parts A
Muskegon County, Michigan

Dear Mr. Franzak:

Your request to purchase excess property from the Michigan Department of Transportation (MDOT) has been reviewed and can proceed through the application process.

Enclosed is an Application to Purchase and Agreement of Sale. The fair market value of the property is \$7,700 and a minimum 10% deposit is required with the application.

Please submit the purchase price of \$7,700 or \$770 bid deposit payment along with the enclosed Application to Purchase and Agreement of Sale to me at the following address:

Michigan Department of Transportation
Development Services Division
P.O. Box 30050
Lansing, Michigan 48909
Attn: Teresa R. Vanis

Please contact me at (517) 373-4135 if you have any questions.

Sincerely,

Teresa R. Vanis
Program and Property Management Unit
Michigan Department of Transportation

Enclosures

APPLICATION TO PURCHASE AND AGREEMENT OF SALE CASH SALE

DISTRIBUTION: APPLICATION, FINANCE, REAL ESTATE

MICHIGAN DEPARTMENT OF TRANSPORTATION AND STATE OF MICHIGAN POLICIES PROHIBIT DISCRIMINATION AGAINST PERSONS BECAUSE OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, MARITAL OR FAMILIAL STATUS, OR DISABILITY IN THE SALE OR RENTAL OF PROPERTY.

TRACT NO.	SALE PRICE	BID DEPOSIT	BALANCE
CONTROL SECTION	PARCEL	JOB	

The undersigned (Purchaser) offers and agrees to purchase the subject land now owned by the Michigan Department of Transportation (MDOT) and identified above, subject to all encumbrance, building and use restrictions, ordinances, and easements of record together with all improvements and appurtenances, if any, now in or on the premises and to pay the balance indicated above with the following conditions:

1. Sale may be subject to final approved by the State Transportation Commission and/or State Administrative Board. Failure of Purchaser to complete payment and close this transaction within 45 days after notification of State Transportation Commission and/or State Administrative Board approval will result in MDOT terminating the agreement and retaining the property. Purchaser will forfeit up to \$7,500 as liquidated damages if this property was sold at public auction or \$250 as liquidated damages if this property was sold by direct sale.
2. The bid deposit will be held by MDOT and under no circumstances will MDOT be liable for interest on the bid deposit.
3. This Application along with bid deposit must be submitted, and made payable to the State of Michigan – Michigan Department of Transportation. Payments may be in the form of Cash, Personal Check, Certified Check or Money Order. Payments should be delivered to MDOT.
4. A quitclaim deed conveying all interest of MDOT will be executed and delivered to the Purchaser upon receipt of payment in full. No title policy will be provided by MDOT and no closing costs will be paid by MDOT.
5. Purchaser will not assign, sell or transfer for collateral or for any other purpose, any of its rights or obligations under this agreement without prior written approval of MDOT.
6. The time periods set forth here may be extended at the sole discretion of MDOT.
7. The legal description for the subject land is attached.
8. Direct ingress and egress may be limited between the highway and the subject land as described in the legal description.
9. Title will be conveyed as follows:

☐ Single Man ☐ Married Man ☐ Single Woman ☐ Married Woman ☐ Husband & Wife	☐ Joint Tenants ☐ Tenants in Common ☐ Michigan Corporation ☐ Out-of-State Corporation ☐ Limited Liability Company (LLC)	☐ Governmental Unit ☐ Registered co-partnership ☐ Assumed Name (dba) ☐ Other _____
---	--	---

LEGAL NAME

ADDRESS

CITY	STATE	ZIP
PHONE	EMAIL	

10. MDOT reserves the right to invade air space above subject land, including structures, by noise, vibrations, fumes or dust arising from construction, maintenance, repair, removal or use of the adjacent highway or street. Purchaser agrees not to assert any claim arising out of the right reserved by MDOT.
11. MDOT reserves the right to allow any existing public utility facility to go on to the subject land for the purpose of maintenance of said facility, be it on, over, or under the ground.

12. All water run-off and drainage from the abutting highway right-of-way will be allowed a free and uninterrupted flow over subject land. Purchaser will have no claim against MDOT for such water deposited on or flowing upon the land. Purchaser will not change the physical condition of subject land to impede the free flow of water run-off and drainage from the abutting highway right-of-way.

ENVIRONMENTAL DISCLOSER:

13. MDOT has (choose one):

- ☐ No information, reports, or testing regarding environmental condition of subject property in reference to hazardous substances.
☐ Information and/or testing results on environmental conditions of subject property in reference to hazardous substances.

MDOT recommends Purchaser review Part 201 Section 324.2012 of Public Act 451, 1994 for the Purchaser's liability, and liability exceptions.

14. **Purchaser may perform environmental testing in accordance with the procedures described in paragraph 15 of this Application.** MDOT will **not** pay for any testing or any analysis performed by the Purchaser on the subject property. Testing is defined as any type of environmental assessment including, but not limited to, records review, site inspection, soil boring analysis, groundwater analysis or soil analysis.

15. **If Purchaser desires to perform environmental testing, then Purchaser shall give MDOT written notification within 10 business days after the execution of this Application to perform environmental testing.** Purchaser must obtain a Right-of-Entry from MDOT in accordance with the procedures and in the manner provided by MDOT for obtaining such Right-of-Entry. If Purchaser fails to provide proper notice of his or her intent to perform environmental testing within the time prescribed herein, Purchaser's right to perform environmental testing shall be waived. In any event, Purchaser shall complete environmental testing within 90 calendar days from the date this Application has been executed by the Purchaser. If property notice of Purchaser's intent to perform environmental testing has not been received by MDOT and/or environmental testing has not been completed within 90 days from the date of this Application, then, in the event Purchaser wishes to terminate this Agreement, Purchaser will forfeit up to \$7,500 as liquidated damages if this property was sold at public auction or \$250 as liquidated damages if this property was sold by direct sale and MDOT will be under no obligation to refund such deposit.

Environmental Testing Performed with Property Notice

If test results document the presence of hazardous substances which will require remediation under applicable federal or state laws, either MDOT or the Purchaser may terminate this agreement and will be released from any further requirements of this agreement. In this event, notwithstanding any other provisions of this agreement to the contrary, all of the Purchaser's bid deposit will be returned by MDOT. MDOT will not be responsible for any interest on the bid deposit.

Applicant agreement to make test results available at no cost to MDOT at the conclusion of 90 calendar days. Applicant agrees to be solely liable for any damages or injuries which may occur to any person, personalty or real property as a result of the testing or audit.

Waiver of Environmental Testing

If written notice of intent to perform environmental testing has not been received within 10 business days after execution of this Application to Purchase and Agreement of Sale, then said environmental testing will be considered as waived by applicant and the bid deposit will not be refunded.

16. Unless otherwise permitted by law, and only in strict compliance with all state and federal environmental laws, Purchaser will not cause, permit, or suffer any "Hazardous Substance" to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used on, about or beneath the subject property or any portion of it until title to this land is transferred to Purchaser.
17. Purchaser agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Department of Transportation and all officers, agents and employees thereof from any and all claim for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents or employees.

19. Please check if applicable:

☐ 10-Year Reverter

This deed conveying title is subject to a reversionary interest whereby the purchaser agrees that the premises will be used for public purposes and appurtenances for a continuous period of ten (10) years from the date the deed is delivered and accepted. If at any time within said ten (10) year period the purchaser and/or assigns and successors shall cease to so continuously use the premises, said premises shall automatically revert to the seller and/or its assigns and successors in fee simple absolute. If the premises during the aforementioned ten (10) year period is continually used by the purchaser and/or its assigns and successors for public purposes, then after the expiration of said ten (10) year period the purchaser and/or assigns and successors will hold the premises in fee simple absolute free of any possibility of reverter heretofore held by seller and/or its assigns and successors.

Release of the ten (10) year reversionary interest must be approved by the Michigan Department of Transportation Director. Compensation for release is based on the difference between the original sale price and the current market value of the property (less the value of improvements made by the purchaser) prorated over the ten (10) reversionary term. The current market value will be determined by an appraisal. Purchaser is responsible for bearing the appraisal cost.

☐ Permanent Reverter

The deed conveying title is subject to a reversionary interest whereby the purchaser agrees that the property will be used for transportation purposes. If at any time the property is not used for transportation purposes, property ownership will revert to the Michigan Department of Transportation.

☐ DNR Mineral Reservation Language

The deed conveying title is subject to saving and excepting out and always reserving unto the said State of Michigan, all mineral, coal, oil and gas, lying and being on, within or under the said lands whereby conveyed, except sand, gravel, clay or other nonmetallic minerals with full and free liberty and power to the said State of Michigan, its duly authorized officers, representatives and assigns, and its or their lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time and from time to time, to enter upon said lands and take all usual, necessary, or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, make merchantable, and taking away the said mineral, coal, oil and gas, except sand, gravel, clay or other nonmetallic minerals. Further, excepting and reserving to the State of Michigan, all aboriginal antiquities including mounds, earth-works, forts, burial and village sites, mines or other relics and also reserving the right to explore and excavate for the same, by and through its duly authorized agents and employees, pursuant to the provisions of Part 761, Aboriginal Records and Antiquities, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended

Special Provisions

SIGNATURE		DATE
AGENT FOR CORPORATION		
ADDRESS		PHONE
CITY	STATE	ZIP

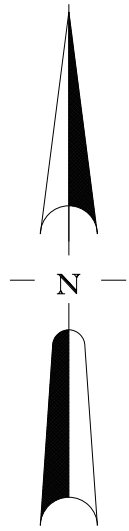
C.S. 61151
J.N. 61-47
Parcel 2,3,4,6,7,8,9,
all of 5 and 39
Tract #1466

Legal Description

That part of Lots 1 thru 5, Block 340, Revised Map of the City of Muskegon (1903), Muskegon County, Michigan, which lies Northwesterly of a line described as: Commencing at the Northeasterly Corner of said Block 340, thence North $38^{\circ}47'$ West, 264 feet to the point of beginning; thence South $31^{\circ}35'$ West, 132 feet; thence South $34^{\circ}11'$ West 207.48 feet; thence North $51^{\circ}02'$ East, 500 feet to a point of ending. Also, all of Lots 6 and 7.

The lands described above in fee contain 30,975 sq. ft., more less.

BF 5/17

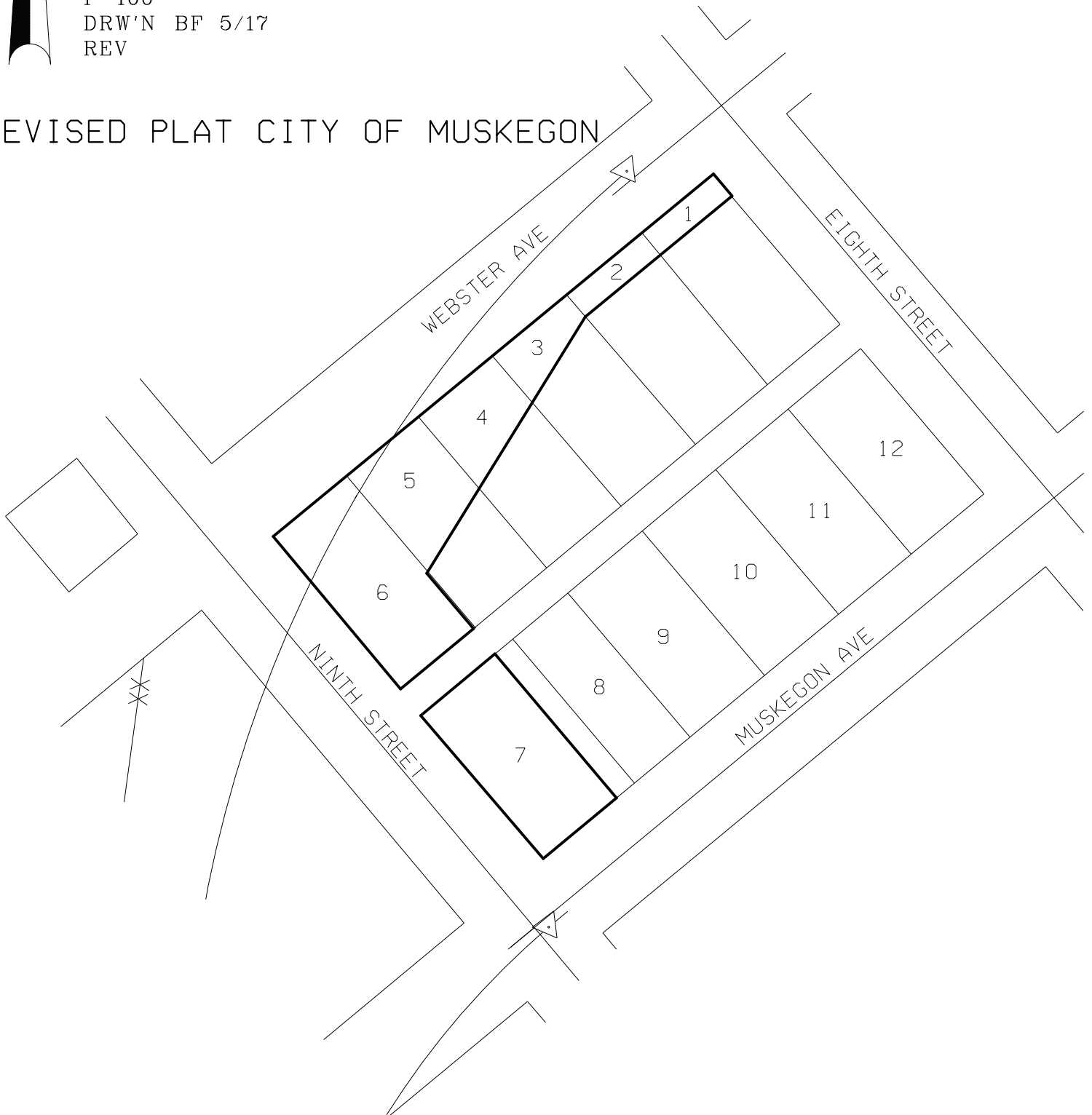


SEC.30, T30 , R16W
CITY OF MUSKEGON
MUSKEGON COUNTY

CONTROL 61151
JOB NO. 61-47
PARCEL 2,3,4,6,7,8
and 9, all of 5 and 39
Tract 1466

SCALE
1"=100'
DRW'N BF 5/17
REV

REVISED PLAT CITY OF MUSKEGON



CONTAINS 30,975.5 SQ. FT±

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: August 22, 2017

RE: Convention Center

SUMMARY OF REQUEST:

In partnership with Muskegon County and Parkland Properties, the City of Muskegon is exploring the concept of constructing a downtown convention center, which will combine a hotel self-assessment with accommodation taxes to raise the funds to finance a convention center connected to the LC Walker Arena and the Holiday Inn. The City would likely be asked to carry the debt associated with the improvements, which could be as much as \$15 Million. The debt payments would be paid with accommodation tax dollars, and would not affect the City's General Fund.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize City Manager to sign the Letter of Intent to enter into a partnership for the purposes of constructing a convention center in Downtown Muskegon.

COMMITTEE RECOMMENDATION:

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

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

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

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

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

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

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

Engineering
(231)724-1077
FAX (231)727-6904

Finance
(231)724-1133
FAX (231)726-2325

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

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

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

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

Planning/Zoning
(231)724-6702
FAX (231)726-6790

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

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

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

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

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

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



August 22, 2017

Mark Eisenbarth
Muskegon County Administrator
Hall of Justice, 4th Floor
990 Terrace Street
Muskegon, MI 49442

Mr. Eisenbarth:

The City of Muskegon supports the construction of a convention center adjacent to the Holiday Inn Muskegon Harbor, as well as a public-private partnership between the City of Muskegon, the County of Muskegon, and Parkland Properties. The new facility will bring a variety of events to the City of Muskegon that will generate visit spending, jobs and economic growth throughout the City and County of Muskegon.

In exchange for a commitment from the City of Muskegon and Parkland Properties to construct the convention center, the City of Muskegon will:

- Support passage of the PA59 assessment for the City of Muskegon hotels.
- Implement a bonds for the construction of the convention center if needed.
- Support additional fundraising efforts: Grants, Naming Rights, Philanthropy.

The construction of this convention center will provide long term benefits to the region, and the City of Muskegon intends to work with the County of Muskegon and Parkland Properties to successfully implement this project to completion.

Respectfully,

Frank Peterson
City Manager
City of Muskegon
933 Terrace St.
Muskegon, MI 49443-0536