

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 23, 2019 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Approval of the Fair Housing Agreement in Partnership with Muskegon Heights and Norton Shores** Community & Neighborhood Services
 - C. Approval of a Neighborhood Enterprise Zone Certificate** Planning & Economic Development
 - D. Transfer of 235, 239, 240, and 250 Monroe; 395 Houston; 219 and 271 Merrill; and 1261 5th Street be transferred from the City of Muskegon to the Brownfield Redevelopment Authority** Planning & Economic Development
 - E. Prein & Newhof – SRF & DWRF Engineering Services Agreement Amendment #1** Department of Public Works
 - F. Musketawa Trail Connector – Contract Amendment** Department of Public Works
 - G. Beach Street** Department of Public Works
 - H. Gaming License Request from Women's Division Chamber of Commerce** City Clerk

☐ **PUBLIC HEARINGS:**

☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Sale of the Property at 159 Amity, 158 Allen, 923 Jay, 201 Jay, and 974 Spring Planning & Economic Development

B. Resolution Regarding Charter Amendment Ballot Question Regarding Civil Service on November 5, 2019 Ballot City Clerk

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: July 18, 2019

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

Regular Session:

1. Under the Consent Agenda, we are asking the Commission to consider the following:
 - a. Approval of meeting minutes from the most-recent City Commission meeting.
 - b. Approval of the Fair Housing Agreement with Norton Shores and Muskegon Heights.
 - c. Approval of an Enterprise Zone Certificate for a new home in Terrace Point Landing.
 - d. Authorization to transfer a number of city lots to the Brownfield Redevelopment Authority in preparation of the commencement of the in-fill housing program.
 - e. Approval of an amendment to the Drinking Water Revolving Fund agreement with Prein & Newhof.
 - f. Approval of a contract amendment to the Musketawa Train Connector project. We recently received good news that this project is likely to be funded by grants this year, and we'd like to get the project engineering finalized quickly.
 - g. Approval of the cost-sharing agreement between the City of Muskegon and Muskegon County for the Beach Street Project.
2. New Business
 - a. The sale of a number of City-owned properties to a property developer that is seeking to collect and combine the properties into a single buildable lot.
 - b. Resolution authorizing ballot language for a charter amendment regarding the Civil Service.

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

Frank

Date: July 17, 2019
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the minutes of the July 8, 2019 Worksession and July 9, 2019 Regular Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, July 8, 2019
5:30 p.m.
City Commission Chambers

MINUTES

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

Absent: Mayor Gawron.

Presentation on DDA

Dave Alexander gave an overall review of the Downtown Development Authority. He reviewed the members of the board and their long term strategic plan.

Martha Bottomley, Chair of the DDA Board, addressed the board and explained the responsibilities and how the board has evolved as well as the fluctuation of the budget.

Suburban Nation Review - Chapter 2

Leighann Mikesell reviewed chapter two of the Suburban Nation book.

Midtown Square 2 Discussion

The City Manager gave an update on the loan from the landbank and how the City is going to transfer ownership of the property to the Brownfield Authority so the properties could be mortgaged.

Review of State Emergency Recreation Marihuana Rules

Jeff Lewis, Director of Public Safety, reviewed the State Emergency Recreation Marihuana rules with City Commissioners.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 9, 2019 @ 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 9, 2019, Mayor Stephen Gawron, 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, Byron Turnquist, Debra Warren, Dan Rinsema-Sybenga, and Willie German, Jr., City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

2019-54 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the June 25, 2019 Regular Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

C. Ordinance Authorizing the Issuance of Water Supply System Junior Lien Revenue Bonds Finance

SUMMARY OF REQUEST: To authorize the issuance of Water Supply System Bonds in an amount not to exceed \$2,000,000. The Bonds are expected to be sold to the Michigan Finance Authority and payable in 20 annual principal installments at an interest rate of 2%. Scheduled closing is August 30th.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None, it is in the approved 2019-20 budget.

STAFF RECOMMENDATION: To approve the Ordinance authorizing the issuance of Water Supply System Revenue Bonds.

D. Ordinance Authorizing the Issuance of Sanitary Sewer Junior Lien Revenue Bonds Finance

SUMMARY OF REQUEST: To authorize the issuance of Sanitary Sewer System Bonds in an amount not to exceed \$11,500,000. The Bonds are expected to be sold to the Michigan Finance Authority and payable in 20 annual principal installments at an interest rate of 2%. Scheduled closing is August 30th.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None, it is in the approved 2019-20 budget.

STAFF RECOMMENDATION: To approve the Ordinance authorizing the issuance of Sanitary Sewer System Revenue Bonds.

E. 3rd Street Lighting Agreement Department of Public Works

SUMMARY OF REQUEST: Authorize the DPW Director and City Clerk to sign the Agreement, Authorization, and Resolution to allow the street lighting upgrades along 3rd Street between Muskegon Avenue and Merrill Avenue.

FINANCIAL IMPACT: \$63,446.00

BUDGET ACTION REQUIRED: None, included in project capital budget.

STAFF RECOMMENDATION: Authorize the DPW Director and City Clerk to sign the required documents.

F. City Hall Fire System Department of Public Works

SUMMARY OF REQUEST: Authorize staff to contract with Midstate Security for various upgrades to the fire detection system at City Hall in the amount of \$16,123.46.

Four firms were contacted for bids as follows:

Midstate Security	\$16,123.46
Fire Pros, LLC	Declined to bid
Muskegon Fire Equipment Co.	Declined to bid
Cofessco	No Response

FINANCIAL IMPACT: \$16,123.46

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize staff to contract with Midstate Security for the City Hall fire system upgrades.

G. Engineering Department – Survey Equipment Department of Public Works

SUMMARY OF REQUEST: Authorize the purchase of new survey equipment from TopCon Solutions. New equipment includes a robotic total station and

accessories to replace the current equipment which has been in service since the early 1990s.

Three bids were solicited for equipment as follows:

GeoShack	\$24,591.00
TopCon Solutions	\$24,991.00
Tiger Supplies	\$26,645.00

Engineering Department is requesting to purchase the equipment from TopCon Solutions. They are the second low bidder, however their bid proposal is inclusive of on-site training for staff and the other bids do not include the on-site training.

FINANCIAL IMPACT: \$24,991.00

BUDGET ACTION REQUIRED: None, funds included in the 19-20 Engineering Budget.

STAFF RECOMMENDATION: Authorize the purchase of new survey equipment from TopCon Solutions.

H. METRO Act Permit – ZAYO Group LLC Department of Public Works

SUMMARY OF REQUEST: Approve the request for a permit from ZAYO Group LLC to access and use the public right-of-way within the city. The purpose of the access is to construct a fiber optic network extension that will service certain properties in the city. The expansion will affect the following city right-of-way areas.

- Harvey Street from the City/Township Line south towards Mercy Hospital
- Port City Boulevard from Laketon Avenue south to Latimer Drive
- Latimer Drive from Port City Boulevard east to Black Creek Drive
- Black Creek Drive from Latimer Drive south to Sherman Boulevard

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the permit for ZAYO Group LLC

I. Trackless Department of Public Works/Equipment

SUMMARY OF REQUEST: The Equipment Division is requesting permission to purchase one (1) Used Trackless Municipal Vehicle from Bell Equipment, our dealer for Trackless Equipment. The cost of this equipment is \$67,200.00 coming from the Equipment Division fund.

FINANCIAL IMPACT: \$67,200.00

BUDGET ACTION REQUIRED: None. Amount was adjusted for in the 3rd quarter Equipment fund re-forecast.

STAFF RECOMMENDATION: Authorize staff to purchase one (1) used Trackless municipal vehicle from Bell Equipment, our dealer for trackless equipment.

J. City of Muskegon Spring Street Sewer Reroute and Bourdon Street Alley Sewer Department of Public Works

SUMMARY OF REQUEST: To award the project to Jackson-Merkey Contractors, Inc. since they were the lowest responsible bidder with a total bid price of \$3,075,529.30 and authorize the clerk to sign the resolutions.

Two bids were received for this project as follows:

Jackson-Merkey Contractors, Inc.	\$3,075,529.30
Kamminga and Roodvoets, Inc.	\$3,257,356.45

FINANCIAL IMPACT: \$3,075,529.30

BUDGET ACTION REQUIRED: None at this time. The project was budgeted in the 19-20 budget and estimated costs will be adjusted in a future reforecast to match the bid prices.

STAFF RECOMMENDATION: Award the contract to Jackson-Merkey Contractors, Inc. and authorize the clerk to sign the resolutions.

K. 9th Street Area Sanitary Sewer Improvements & Getty Street Forcemain Replacement Department of Public Works

SUMMARY OF REQUEST: To award the project to Hallack Contracting since they were the lowest responsible bidder with a total bid price of \$1,899,971.50 and authorize the clerk to sign the resolution.

Three bids were received for this project as follow:

Hallack Contracting, Inc.	\$1,899,971.50
Jackson-Merkey Contractors	\$1,931,655.60
Kamminga & Roodvoets	\$2,478,051.99

FINANCIAL IMPACT: \$1,899,971.50

BUDGET ACTION REQUIRED: None at this time. The project was budgeted in the 19-20 budget and estimated costs will be adjusted in a future reforecast to match the bid prices.

STAFF RECOMMENDATION: Award the contract to Hallack Contracting, Inc and authorize the clerk to sign the resolution.

L. Beidler Sanitary Sewer Replacement Department of Public Works

SUMMARY OF REQUEST: To award the project to Kamminga and Roodvoets since they were the lowest responsible bidder with a total bid price of \$5,465,514.75 and authorize the clerk to sign the resolution.

Two bids were received for this project as follows:

Kamminga & Roedvoets \$5,465,514.75

Jackson-Merkey Contractors \$5,756,222.45

FINANCIAL IMPACT: \$5,465,514.75

BUDGET ACTION REQUIRED: None at this time. The project was budgeted in the 19-20 budget and estimated costs will be adjusted in a future reforecast to match the bid prices.

STAFF RECOMMENDATION: Award the contract to Kamminga and Roodvoets and authorize the clerk to sign the resolution.

M. Westwood Sanitary Sewer Replacement Department of Public Works

SUMMARY OF REQUEST: To award the project to Kaaminga and Roodvoets since they were the lowest responsible bidder with a total bid price of \$1,245,042.00 and authorize the clerk to sign the resolution.

Three bids were received for this project as follows:

Kamminga & Roedvoets \$1,245,042.00

Jackson-Merkey Contractors \$1,477,180.50

McCormick Sand, Inc. \$1,516,043.00

FINANCIAL IMPACT: \$1,245,042.00

BUDGET ACTION REQUIRED: None at this time. The project was budgeted in the 19-20 budget and estimated costs will be adjusted in a future reforecast to match the bid prices.

STAFF RECOMMENDATION: Award the contract to Kaaminga and Roodvoets and authorize the clerk to sign the resolution.

N. Jefferson-Strong Sanitary Sewer Replacement Department of Public Works

SUMMARY OF REQUEST: To award the project to Jackson-Merkey Contractors since they were the lowest responsible bidder with a total bid price of \$1,198,471.75 and authorize the clerk to sign the resolution.

Three bids were received for this project as follows:

Jackson-Merkey Contractors \$1,198,471.75

Kamminga & Roodvoets \$1,323,525.50

McCormick Sand, Inc. \$1,556,247.00

FINANCIAL IMPACT: \$1,198,471.75

BUDGET ACTION REQUIRED: None at this time. The project was budgeted in the 19-20 budget and estimated costs will be adjusted in a future reforecast to

match the bid prices.

STAFF RECOMMENDATION: Award the contract to Jackson-Merkey Contractors and authorize the clerk to sign the resolution.

Motion by Commissioner Johnson, second by Commissioner German, to approve the consent agenda as presented, except item B.

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

Nays: None

MOTION PASSES

2019-55 PUBLIC HEARINGS:

B. Kitchen 242 Management Agreement City Clerk

SUMMARY OF REQUEST: Our Kitchen Manager's contract expired on June 30th for Kitchen 242. We are requesting to accept a proposal from Renae Hesselink to continue managing Kitchen 242 through June 30, 2020.

FINANCIAL IMPACT: Not to exceed \$20,000 annually.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To accept the proposal from Renae Hesselink for management of Kitchen 242 through June 30, 2020.

Motion by Commissioner Warren, second by Commissioner Rinsema-Sybenga, to accept the proposal from Renae Hesselink for management of Kitchen 242 through June 30, 2020.

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

Nays: None

MOTION PASSES

2019-56 NEW BUSINESS:

A. Consumers Energy – LED Upgrade Phase 3 Department of Public Works

SUMMARY OF REQUEST: Authorize the DPW Director and City Clerk to sign the Agreement and pay the invoice for the Phase 3 Streetlight LED Conversion Project with Consumers Energy.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: Authorize the DPW Director and City Clerk to sign the required documents.

Motion by Commissioner Johnson, second by Vice Mayor Hood, to authorize the

DPW Director and City Clerk to sign the required documents.

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public comments were received.

2019-57 CLOSED SESSION:

Motion by Vice Mayor Hood, second by Commission Rinsema-Sybenga, to go into closed session for the City Manager's Evaluation.

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

Nays: None

MOTION PASSES

A. City Manager's Evaluation

Motion by Commissioner Johnson, second by Vice Mayor Hood, to go out of closed session for the City Manager's Evaluation.

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

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission meeting adjourned at 7:40 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

Commission Meeting Date: July 23, 2019

Date: July 16, 2019

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Department

**RE: Approval of the Fair Housing Agreement in partnership with
Muskegon Heights and Norton Shores**

SUMMARY OF REQUEST: The cities of Muskegon, Muskegon Heights, and Norton Shores are entering into an agreement with the Fair Housing Center of West Michigan, to provide fair housing service activities in the County of Muskegon. This agreement will provide concentrated tests, surveys, education and support of investigations within each CDBG grantee city for a period of 3 years, beginning July 2019- June 2022, with bi-annual reports.

FINANCIAL IMPACT: Based on population, the City of Muskegon will pay the annual cost determined in partnership with Muskegon Heights and Norton Shores.

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

FAIR HOUSING SERVICES PROPOSAL 2019-2022

Fair Housing Center of West Michigan

The **Fair Housing Center of West Michigan** (hereinafter the “FHCWM”), a Michigan non-profit corporation with its principal offices located at 20 Hall Street SE, Grand Rapids, MI 49507, hereby proposes to provide fair housing services to the Cities of Muskegon, Muskegon Heights and Norton Shores (hereinafter the “Cities”).

I. PURPOSE

The purpose of these services is to decrease impediments to housing choice and to promote open, diverse communities based on the provisions of the federal Fair Housing Act and relevant state and local fair housing laws.

II. TERM

The FHCWM proposes to provide the services during the three-year period that begins on July 1, 2019 and ends on June 30, 2022, as outlined below.

III. AGREEMENT ACTIVITIES AND DEFINITIONS

- A. Education and Outreach. The FHCWM will conduct an ongoing community outreach program throughout the Cities to educate housing consumers, professionals and the general public concerning fair housing. The FHCWM will complete a minimum of 15 hours of education and outreach activities per year throughout the Cities.
 - i. As part of a comprehensive, regional program, the FHCWM will disseminate fair housing information to housing consumers and housing/human service agencies in order to educate about housing rights and to increase awareness and reporting of discriminatory practices.
 - ii. The FHCWM will also provide fair housing information to sales, rental, and lending professionals in order to encourage their voluntary compliance with federal, state and local fair housing laws.
 - iii. The FHCWM will disseminate materials on a community-wide basis in order to promote understanding of fair housing and the benefits thereof, and to increase general public awareness regarding equal access to housing opportunity. Such services will include the provision of formal fair housing training upon request.
 - iv. The FHCWM will also provide technical assistance to the staff of the Cities in response to any and all questions regarding unlawful housing discrimination or fair housing practices.
- B. Complaint Investigation.
 - i. The FHCWM will receive, review, investigate and process all real and potential complaints of unlawful housing discrimination involving people and/or properties located within the Cities which the FHCWM may receive from residents of any of the Cities, a person wishing to reside in any of the Cities, or any other source during the Term defined in this proposal.
 - ii. The FHCWM may independently initiate and implement systemic investigations, market reviews, case development, management and conciliation in order to detect and remove barriers to equal housing opportunity.
 - iii. In the absence of, or in addition to, an individual complainant, the FHCWM will initiate enforcement action in those cases where evidence of potential discrimination exists, as deemed necessary and appropriate at the sole discretion of the FHCWM.
- C. Housing Tests. Testing is an investigative tool used to gather evidence. Testing is one way to determine whether all housing consumers are being afforded the same information, service, treatment, and access without regard to the characteristics protected by fair housing laws.

FAIR HOUSING SERVICES PROPOSAL 2019-2022

Fair Housing Center of West Michigan

- i. The FHCWM will conduct fair housing testing throughout the Term for the purpose of obtaining credible and objective information about housing practices. This may include testing in the areas of sales, rental, advertising, insurance, appraisal and/or financing of housing, as deemed necessary and appropriate at the sole discretion of the FHCWM.
 - ii. The FHCWM will conduct a minimum of 10 fair housing tests (at least two (2) per City) per year involving people and/or property within any of the Cities.
 - iii. The fair housing tests will be based upon bona fide complaints, conducted on a survey basis, or completed as part of a systemic investigation, with a focus on complaint-based testing.
 - iv. All housing testing will be conducted by trained testers according to generally-accepted housing testing methodology.
 - v. In the absence of, or in addition to, an individual complainant, the FHCWM will initiate enforcement action in those cases where evidence of potential discrimination exists, as deemed necessary and appropriate at the sole discretion of the FHCWM.
- D. Investigative Focus on Sales and Lending Discrimination. The FHCWM will place an investigative emphasis on identifying and addressing illegal housing discrimination in housing sales and lending transactions in the Cities.
- i. The FHCWM will build upon the investigations and analysis conducted under previous contracts between the parties.
 - ii. The FHCWM's investigative focus may include, but not be limited to, market research, review of available data, follow up on previously completed analysis of Home Mortgage Disclosure Act (HMDA) data, analysis of additional HMDA data, non-testing investigations, sales testing and lending testing.
 - iii. All housing testing will be conducted by trained testers according to generally-accepted housing testing methodology.
 - iv. The FHCWM will initiate enforcement action in those cases where evidence of potential discrimination exists, as deemed necessary and appropriate at the sole discretion of the FHCWM.

IV. REPORTING

The FHCWM will provide each municipality with program performance reports which contain information regarding the activities carried out and the results of those activities. Reports will be submitted bi-annually, within 15 days after the conclusion of each six-month reporting period. The FHCWM will forward the reports to each of the municipalities by January 15, 2020, July 15, 2020, January 15, 2021, July 15, 2021, January 15, 2022 and July 15, 2022. The complaint and testing activities will be reported by municipality.

IV. COMPENSATION

For the performance of the activities under this Agreement, the Cities hereby agree to pay the FHCWM the total amount of \$51,000.00 (fifty one thousand dollars) throughout the three year Term of the contract. The total amounts are subject to change if funding sources substantially diminish from HUD and/or other funding sources arise to substantially cover the Muskegon County area. However, such modifications must be proposed at least 30 days prior to their effective date, mutually agreed upon by all parties, and incorporated into written amendments to this contract. Under no circumstances will compensation be reduced for work or services provided pursuant to this Contract that have been performed in a timely and satisfactory manner.

FAIR HOUSING SERVICES PROPOSAL 2019-2022
Fair Housing Center of West Michigan

Agreement Activities Timelines and Costs		
Activities	Timeframe	Amount
A, B, C	Year 1: July 1, 2019 – June 30, 2020	\$12,000.00
D	Year 1: July 1, 2019 – June 30, 2020	\$ 5,000.00
A, B, C	Year 2: July 1, 2020 – June 30, 2021	\$12,000.00
D	Year 2: July 1, 2020 – June 30, 2021	\$ 5,000.00
A, B, C	Year 3: July 1, 2021 – June 30, 2022	\$12,000.00
D	Year 3: July 1, 2021 – June 30, 2022	\$ 5,000.00
TOTAL		\$51,000.00

The municipalities share of the total is based upon the following agreed upon percentages of the total:

Municipality	Percentage	Share of Contract Total	Year 1 Total	Year 2 Total	Year 3 Total
City of Muskegon	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>
City of Muskegon Heights	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>
City of Norton Shores	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>
TOTAL	100%	\$51,000.00	\$17,000.00	\$17,000.00	\$17,000.00

FAIR HOUSING SERVICES PROPOSAL 2019-2022
Fair Housing Center of West Michigan

The FHCWM will submit invoices to each of the municipalities with each of its six (6) bi-annual reports reflecting the amount due for services rendered during each six-month reporting period. The schedule of payments is as follows:

Reporting Period		Municipality	Agreement Activities Rendered	Timeframe	Amount
Year 1 July 1, 2019 - June 30, 2020	Report 1 Due Jan. 15, 2020	City of Muskegon	A, B, C and D	July 1, 2019 - December 31, 2019	TBD
		City of Muskegon Heights	A, B, C and D	July 1, 2019 - December 31, 2019	TBD
		City of Norton Shores	A, B, C and D	July 1, 2019 - December 31, 2019	TBD
	Report 2 Due Jul. 15, 2020	City of Muskegon	A, B, C and D	January 1, 2020 - June 30, 2020	TBD
		City of Muskegon Heights	A, B, C and D	January 1, 2020 - June 30, 2020	TBD
		City of Norton Shores	A, B, C and D	January 1, 2020 - June 30, 2020	TBD
Year 2 July 1, 2020 - June 30, 2021	Report 3 Due Jan. 15, 2021	City of Muskegon	A, B, C and D	July 1, 2020 - December 31, 2020	TBD
		City of Muskegon Heights	A, B, C and D	July 1, 2020 - December 31, 2020	TBD
		City of Norton Shores	A, B, C and D	July 1, 2020 - December 31, 2020	TBD
	Report 4 Due Jul. 15, 2021	City of Muskegon	A, B, C and D	January 1, 2021 - June 30, 2021	TBD
		City of Muskegon Heights	A, B, C and D	January 1, 2021 - June 30, 2021	TBD
		City of Norton Shores	A, B, C and D	January 1, 2021 - June 30, 2021	TBD
Year 3 July 1, 2021 - June 30, 2022	Report 5 Due Jan. 15, 2022	City of Muskegon	A, B, C and D	July 1, 2021 - December 31, 2021	TBD
		City of Muskegon Heights	A, B, C and D	July 1, 2021 - December 31, 2021	TBD
		City of Norton Shores	A, B, C and D	July 1, 2021 - December 31, 2021	TBD
	Report 6 Due Jul. 15, 2022	City of Muskegon	A, B, C and D	January 1, 2022 - June 30, 2022	TBD
		City of Muskegon Heights	A, B, C and D	January 1, 2022- June 30, 2022	TBD
		City of Norton Shores	A, B, C and D	January 1, 2022 - June 30, 2022	TBD

FAIR HOUSING SERVICES PROPOSAL 2019-2022
Fair Housing Center of West Michigan

XII. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT

The persons signing this Agreement on behalf of the Cities, County and FHCWM hereto certify by said signatures that they are duly authorized to sign this Agreement.

XIII. APPROVAL AND SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF MUSKEGON

By: _____

Date: _____

CITY OF MUSKEGON HEIGHTS

By: _____

Date: _____

CITY OF NORTON SHORES

By: _____

Date: _____

FAIR HOUSING CENTER OF WEST MICHIGAN

By: _____
Nancy Haynes, Executive Director

Date: _____

Commission Meeting Date: July 23, 2019

Date: July 18, 2019
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Approval of a Neighborhood Enterprise Zone Certificate

SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from John Spruit for the new construction of a home at 301 Terrace Point. 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 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 John Spruit to construct a new home at 301 Terrace Point 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 has been approved 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 John Spruit be approved.

Adopted this 23rd day of July, 2019.

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 July 23, 2019.

By: _____
Ann Meisch
City Clerk

Commission Meeting Date: July 17, 2019

Date: July 18, 2019
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Transfer of 235 Monroe, 239 Monroe, 240 Monroe, 250 Monroe, 395 Houston, 219 Merrill, 271 Merrill, and 1261 5th St. from the City of Muskegon to the Brownfield Redevelopment Authority.

SUMMARY OF REQUEST:

Staff is requesting that 235 Monroe, 239 Monroe, 240 Monroe, 250 Monroe, 395 Houston, 219 Merrill, 271 Merrill and 1261 5th St. be transferred from the City of Muskegon to the Brownfield Redevelopment Authority, a Municipal Authority of the City of Muskegon.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None

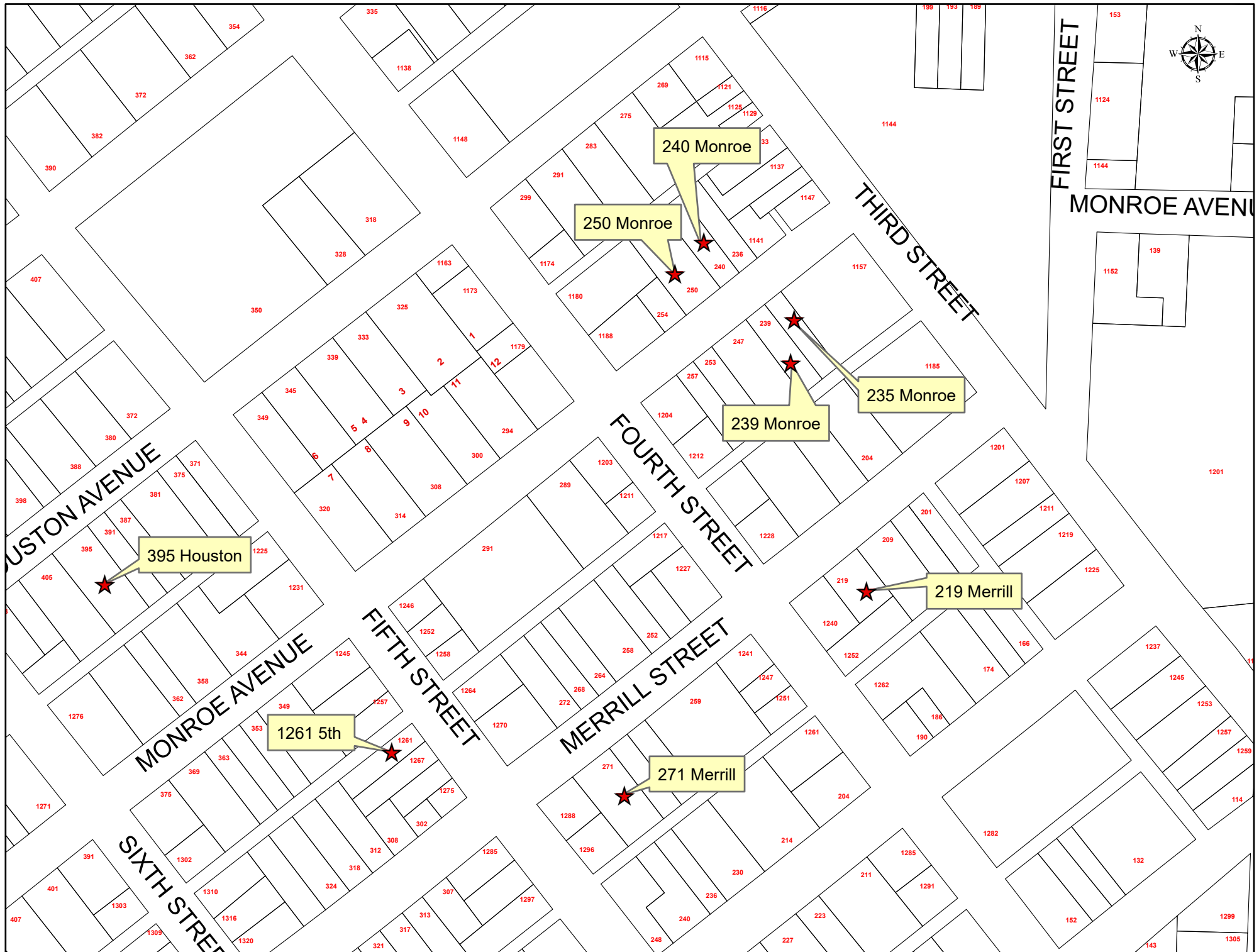
STAFF RECOMMENDATION:

Approval of the transfer and for the Mayor and Clerk to sign the deed.

COMMITTEE RECOMMENDATION:

None

City Owned Vacant Lots to Transfer to Brownfield Redevelopment Authority



QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a Municipal Corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS TO: **BROWNFIELD REDEVELOPMENT AUTHORITY**, a Municipal Authority, of c/o City of Muskegon, 933 Terrace Street Rm. 202, Muskegon, MI 49440,

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

*** See Attached Properties ***

for the sum of: No Dollars (\$0)

This deed is exempt from real estate transfer tax pursuant to the provisions of MCL.207.505(h)(i) and MCL.207.526 Sec. 6(h)(i).

Dated this 9th day of June 2019

Signed in the presence of:

CITY OF MUSKEGON

By _____
Stephen Gawron, Its Mayor

and _____
Ann Marie Meisch, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 9th day of June 2019, by STEPHEN GAWRON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Hope Mitchell
City of Muskegon
933 Terrace St Room 202
Muskegon, MI 49440
Telephone: (231) 724-6702

_____, Notary Public
Acting in the County of Muskegon, MI
Muskegon County, MI
My Comm. Expires: _____

**WHEN RECORDED RETURN TO:
GRANTEE**

**SEND SUBSEQUENT TAX BILLS TO:
GRANTEE**

CITY OF MUSKEGON REVISED PLAT OF 1903 EAST 28 FEET LOT 3 BLOCK 379.
Otherwise known as 235 Monroe Ave. Parcel # 24-205-379-0003-10.

CITY OF MUSKEGON REVISED PLAT OF 1903 BLOCK 379 WEST 38 FEET LOT 3.
Otherwise known as 239 Monroe Ave. Parcel # 24-205-379-0003-00.

CITY OF MUSKEGON REVISED PLAT OF 1903 WEST 1/2 LOT 10 BLOCK 367. Otherwise
known as 240 Monroe Ave. Parcel # 24-205-367-0010-00.

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 BLOCK 367. Otherwise known as
250 Monroe Ave. Parcel # 24-205-367-0009-00.

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 BLOCK 369. Otherwise known as
395 Houston Ave. Parcel # 24-205-369-0004-00.

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 12 BLOCK 386 EXCEPT THE
SOUTHEASTERLY 45 FEET THEREOF. Otherwise known as 219 Merrill Ave. Parcel # 24-
205-386-0012-00.

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 5 BLOCK 387. Otherwise known as
271 Merrill Ave. Parcel # 24-205-387-0005-00.

CITY OF MUSKEGON REVISED PLAT OF 1903 NORTH 1/4 LOT 11 & NORTH 1/2 OF
NORTH 1/2 LOT 12 BLOCK 377. Otherwise known as 1261 5th St. Parcel # 24-205-377-0011-
00.

AGENDA ITEM NO. _____

CITY COMMISSION MEETING ____

TO: Honorable Mayor and City Commission
FROM: Department of Public Works
DATE: July 23rd, 2019
SUBJECT: Prein & Newhof – SRF & DWRF Engineering Services Agreement Amendment #1

SUMMARY OF REQUEST:

Authorize the DPW Director to sign an amendment to the engineering services agreement with Prein & Newhof. The amendment covers an increase in engineering services primarily related to adding water main work into several of the State Revolving Fund (SRF) sewer projects.

Costs for this work will be covered under the sale of bonds through the Drinking Water Revolving Fund and State Revolving Fund program, and included within the principal forgiveness offered by the MDEQ on these projects.

FINANCIAL IMPACT:

\$199,400.00

BUDGET ACTION REQUIRED:

None. This project was included in the 19-20 budget.

STAFF RECOMMENDATION:

Authorize the DPW Director to sign an amendment to the engineering services agreement with Prein & Newhof.

Professional Services Agreement Amendment

Amendment Number : 1

Project Name: SRF Project Plan Phase 1 Implementation

P&N Representative: Barbara Marczak, P.E.

Client: City of Muskegon

Client Representative: Leo Evans, P.E.

AGREEMENT: The Agreement Amendment modifies the original agreement for professional services dated: October 23, 2018

Client hereby requests and authorizes a change in services in accordance with the following:

SCOPE OF SERVICES MODIFICATION:

1. Additional work for sanitary sewer in Grand /Division area.
2. Provide design and construction phase services for replacement of watermain on Crowley Street from Young to Laketon, Beidler and Poliski Streets south of Hackley Avenue, and Westwood Street in accordance with the City's Second Call FY 2019 DWRP Project Plan.
3. Provide design and construction phase services for replacement lead water services for all areas above.
4. Design and construction phase services for replacement of all lead water services within the Peck and Sanford Area Phase 1 project area.
5. Provide design and construction phase services for a new Grinder Pump Station to serve the West Village shopping mall.

SCHEDULE OF SERVICES MODIFICATION:

No revision in project schedule.

BUDGET MODIFICATION:

Total Increase of \$199,400.00 (Increase Design Phase \$111,700.00 and Increase Construction Phase \$87,700.00)

METHOD OF COMPENSATION:

- ☐ **Lump Sum for Defined Scope of Services**
- ☒ **Hourly Billing Rates plus Reimbursable Expenses**
- ☐ **Other:**

ADDITIONAL PROVISIONS (IF ANY):

None

Prepared by:

Prein&Newhof, Inc.

Accepted for:

City of Muskegon

By:



Print Name:

Jason Washler, P.E.

Title:

Vice President

Date:

June 10, 2019

By:

Print Name:

Title:

Date:

May 16, 2019
2180552

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

RE: Professional Engineering Fees,
Beidler, Glenside, and Peck & Sanford Phase I Projects

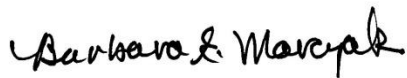
Dear Mr. Evans:

Since our original professional service agreement was signed, the scope of the SRF projects referenced above has expanded. We will thus be requesting additional professional services fees. At this time we estimate the following breakdown for engineering:

SRF Design Phase	\$305,000.00
SRF Construction Phase	<u>\$337,000.00</u>
Total SRF	\$642,000.00
DWRF Design Phase	\$ 80,000.00
DWRF Construction Phase	<u>\$ 90,000.00</u>
Total DWRF	\$170,000.00

We will prepare a formal an amendment to our agreement for you approval. If you have any questions or need additional information in the meantime, please let us know.

Prein&Newhof



Barbara E. Marczak P.E.

BEM/bem

AGENDA ITEM NO. _____

CITY COMMISSION MEETING ____

TO: Honorable Mayor and City Commission
FROM: Department of Public Works
DATE: July 23rd, 2019
SUBJECT: Musketawa Trail Connector – Contract Amendment

SUMMARY OF REQUEST:

Authorize the DPW Director to sign an amendment to the engineering services agreement with Hubbell, Roth & Clark, Inc. (HRC) to allow them to complete design engineering services on the project to MDOT standards in preparation for construction in 2021.

HRC began work on this project in 2015, however work was suspended due to a lack of funding to complete construction. MDOT has recently provided conditional commitment for \$400K to support the project and MDNR is also anticipated to contribute funding for the project. HRC is the best situated team to complete the design of the project based on their prior work.

FINANCIAL IMPACT:

\$42,360.00

BUDGET ACTION REQUIRED:

None. This project was included in the 19-20 budget. It is expected that the financial impact will be spread over 19-20 and 20-21 fiscal years.

STAFF RECOMMENDATION:

Authorize the DPW Director to sign an amendment to the engineering services agreement with Hubbell, Roth & Clark, Inc.

Grant Summary

Date: 07/01/2019

Page: 1 of 2

Grant Type: Transportation Alternatives Program

Grant Number: 2019001

Section	Applicant	Description (rpt)	Current Grant Amount	Total Match	Total Amount	Grant %	Status	Grant Year
01	Muskegon	Musketawa Trail Connector	\$400,586.00	\$385,000.00	\$785,586.00	50.99%	Proposed	2021
Total:			\$400,586.00	\$385,000.00	\$785,586.00	50.99%		

Section Grant Section Description

01 TAP CONDITONAL COMMITMENT - FY 2021 issued 07.01.19am

□

The City of Muskegon will construct 0.91 miles of 10 foot wide, HMA non-motorized trail and 450 feet of timber boardwalk across the Little Black Creek as Phase III of the Musketawa Trail Connector. This phase will serve as the final connection between two regional trails; the Laketon Trail and the Musketawa Trail. □

□

The trail will begin at the intersection of Keating Avenue and Port City Boulevard. From that point the proposed trail will head south and easterly following Port City Boulevard, Latimer Drive, and Black Creek Drive terminating near the intersection of Black Creek Drive and Olthoff Drive which marks the start of the Musketawa Trail. The proposed phase III will serve to provide a dedicated off-street connection between trail systems where only an on street connector route currently exists. The connection of these two regional trails will provide vastly improved access and complete the last non-dedicated path link between the city of Muskegon and the city of Grand Rapids. □

□

The total cost of construction \$785,586 including \$400,586 in federal Transportation Alternative Program funds and \$385,000 in local matching funds from the City of Muskegon and DNR Recreation Trails Program.

Nonmotorized Funding Condition

This project must be designed and constructed in accordance with the standards in the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, 2012 edition. The standards for off-road trails include a minimum 10' width with a minimum of 2' clear zone on each side. The standards for bridges or boardwalks include a minimum 14' width between rub rails. In addition, bridges and boardwalks should meet a minimum H-10 design load rating. For roadways with no curb and gutter, the standards for on-road paved shoulders include a minimum 4' width facility on each side of the road. If parking is permitted, the standards for bike lanes include a minimum width of 5'. The project must also be designed and constructed in accordance with the Michigan Manual on Uniform Traffic Control Devices (MMUTCD).

Funding Condition

Transportation Alternatives Program (TAP) funding is conditional upon the items mentioned in the correspondence from the MDOT Office of Economic Development conveying the conditional commitment, supporting documentation, as well as fund availability. Federal transportation funding could be subject to congressional approval of a rescission, reducing or eliminating the remaining unobligated funds. The amount of TAP funding that Congress has authorized for expenditure is provided on a first come, first served basis to the projects that have completed the steps necessary to request federal fund authorization from the Federal Highway Administration. These steps typically include submitting completed plans, a cost estimate, specifications, and obtaining all necessary permits, clearances, an executed agreement, and matching funds.

Quarterly Report Funding Condition

As the grantee responsible for implementing this project, it is your responsibility to show that your project is making adequate progress towards fund obligation in the approved fiscal year. To show continued progress, you must submit a Quarterly Report in the MDOT Grant System (MGS) on or before the first business day of the months of January, April, July, and October. Expect cancellation of this CC/Award for failure to submit a Quarterly Report every quarter. Expect cancellation of this Award/CC for lack of adequate progress every quarter.

Important Note on TAP Funding for Local Agencies

Federal TAP funds shall be applied to the eligible items of the total participating project cost up to the lesser of: (1) the TAP grant amount, or (2) an amount such that 80 - 81.85 percent, the maximum federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the participating project cost, after deduction of TAP Funds, shall be the responsibility of the grant applicant. All of the non-participating cost shall be the responsibility of the grant applicant. In addition to the limits mentioned above, TAP funds are capped at the applicable low bid amount and shall not be applied to any extra construction costs or construction over-runs; these costs shall be the responsibility of the grant applicant.



PRINCIPALS

George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Keith D. McCormack
Nancy M. D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
Roland N. Alix

SENIOR ASSOCIATES

Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
William R. Davis
Dennis J. Benoit

ASSOCIATES

Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross
James F. Burton
Jane M. Graham
Donna M. Martin
Charles E. Hart

HUBBELL, ROTH & CLARK, INC.

OFFICE: 801 Broadway NW, Suite 215
Grand Rapids, MI 49504
PHONE: 616.454.4286
FAX: 616.454.4278
WEBSITE: www.hrc-engr.com
EMAIL: info@hrc-engr.com

November 12, 2015

City of Muskegon
Department of Public Works
1850 Keating Street
Muskegon, Michigan 49443-0556

Attn: Mr. Mohammed Al-Shatel, P.E., Director of Public Works

Re: Musketawa-Shoreline Non-Motorized Trail Connector Phase III Design
Proposal for Engineering Services
HRC Job No. 20150864

Dear Mr. Al-Shatel:

Thank you for requesting an engineering services proposal from Hubbell, Roth & Clark, Inc. (HRC) for the above referenced project. We understand that the city is ready to begin design of the third phase of the trail, which currently ends on Keating at Port City Blvd. The best route for the trail will be reviewed to determine which side of the street the path should follow along Port City Blvd., Latimer Drive and Black Creek Road. The crossing of Little Black Creek will be made utilizing either a prefabricated single span pedestrian bridge or a pier supported walkway. It appears that it may be possible to use either a shorter bridge or possibly even install only wooden decking if it can be installed within close proximity to the back of the existing guard rail. The best option will be determined as part of the design. After crossing Little Black Creek the trail will connect at the point where the current Musketawa trail ends. The overall length of proposed trail would be approximately 5,000 feet and is intended to only cross the street one time at either the intersection of Keating Ave./Port City Blvd. or Black Creek Road at the existing Musketawa trail.

At the creek crossing, it is likely that wetlands will need to be crossed and thus the bridge approaches will likely need to be permitted for this crossing. We also note that there are also several obstacles (light poles, signs, fire hydrants, driveways and large trees) that may require relocation or shifting of the trail path to accommodate. These trail shifts may require temporary or permanent easements or Right-of-Way acquisitions.

Accordingly, we propose the following scope of services:

SCOPE OF SERVICES

DESIGN PHASE

1. HRC design staff will perform a reconnaissance survey of the proposed trail alignment including optional routes as described above plus obtaining topographic information and elevations in critical areas. It is anticipated that the extent of potential wetlands can be correlated to the existing floodplain limits which are fairly well defined in this area. Accordingly, it is not anticipated that wetland limits will need to be flagged.

2. HRC trail designers will make note of any adjustments that may be required to accommodate the trail, and investigate the feasibility of installing the trail on wooden decking adjacent to the road embankment versus a long span precast concrete or steel bridge across Little Black Creek as well as the tributary storm drain on Latimer Drive. Another option would be to utilize approach decking and skew the bridge from the roadway so that a shorter bridge span could be utilized. We understand that the City will be obtaining soil borings or other geotechnical analyses. We anticipate needing at least two borings in the area of the creek crossing so that the length and sizing of pier supports can be estimated.
3. It appears that there will be several conflicts between signs, hydrants, light poles and electrical transformers that will need to be resolved to allow space for the trail or it will need to be shifted on to existing private property. This will likely require that either a permanent easement or right-of-way acquisition be obtained. In accordance with the direction given at the pre-proposal meeting, we understand that we will be responsible for providing a legal description of the proposed easement or ROW acquisition for the City to use in obtaining the easement. Accordingly, we have included an estimated amount for each legal description that might be required.
4. HRC will develop the plans, special provisions, walkway details, sign layouts/pavement marking and bid quantities.
5. HRC will attend a meeting to resolve any issues relative to the MDEQ wetland permit (if requested by MDEQ) or any other issues. A memo of understanding following the meeting will be provided by HRC for the benefit of our staff and the City so that any understandings and direction can be clarified.
6. HRC will prepare an MDEQ wetland crossing permit application and assist the City to obtain a permit from MDEQ for construction of the trail across the wetlands anticipated north and south of the Little Black Creek crossing.

BIDDING PHASE

7. HRC will provide (by electronic file transmission) the final plans, special provisions and bid quantities to the City for incorporation into the final bidding documents. It is understood that the City will provide the front end bidding documents.
8. HRC will field questions from bidders during the bid period (by telephone), review the bids received, including an interview or phone contact with the low bidder, and provide a letter of recommendation for award.

CONSTRUCTION PHASE

9. It is understood that HRC will provide an allowance of 80 hours for construction observation (assumed over 4 weeks) including a preconstruction meeting, initial staking, tracking quantities for assistance with review of Pay Requests, review of material certifications, resolution of field issues, etc. as required by the project. If additional time is required, an hourly rate for our observer is included below. We anticipate that observation will be performed by Michael J. VanderPloeg, P.E. Mike has experience on several relevant projects as discussed herein.

10. One day of hot mix asphalt (HMA) density/compaction testing to verify the density of the placed HMA material.

FEE

For Tasks 1-8 (design and bidding) above, we propose a fee of \$14,265. Task 9 (Construction) is estimated at \$6,880 and Task 10 (HMA Testing) is \$700. These proposed fees can be considered firm for the work described and will not be exceeded without the prior authorization of the City of Muskegon.

Please note the following regarding our fee and potential other costs.

1. The cost for legal descriptions/drawings as required for easement or ROW acquisitions would be \$300 per parcel. One Description is included in our base fee above. It is assumed that existing parcel legal descriptions are available upon which we can base a description for the easement or acquisition as necessary.
2. Additional construction observation hours (if required beyond the 80 hour initial allowance included) would be \$86 per hour. Note that HRC does not charge travel mileage expense.

If the proposed fee and terms are acceptable, we request that you return a signed copy of this letter, which will serve as our formal authorization to proceed with the work.

DELIVERABLES

1. Permit review sets for the City, MDNR, MDEQ.
2. Two hard copies of Legal Descriptions/Drawings and electronic files for each parcel required.
3. Memo of understanding following meetings.
4. Final bid document sets.
5. Award recommendation letter.

All above documents delivered electronically unless noted otherwise above.

WORK NOT PRESENTLY INCLUDED IN OUR SCOPE

1. Additional meetings beyond those indicated in our proposal.
2. Extensive re-design as a result of review comments or additional field Investigations to resolve issues raised during the permit reviews.
3. Extensive negotiations and liaison with MDEQ
4. Wetland Delineation (all floodplain areas will be assumed as wetland)
5. Acquiring easements or grading permits. A complete legal description for each easement or ROW acquisition will be provided for use by the City to negotiate these with the property owner(s).
6. Full-time construction observation. We anticipate that observation would be part time as directed during the pre-proposal meeting.

PERSONNEL

In order to provide efficient design and construction engineering services, we are proposing that the Design and Construction Engineering be led by Michael J. VanderPloeg, P.E. Mr. VanderPloeg has worked on several MDOT roadway design projects including safety paths and utilities and is familiar with the development of bidding documents and special provisions. He has also been involved with the construction phase of projects by

providing construction observation as well as running progress meetings and processing of construction documentation including submittal reviews and pay requests. His recent trail experience includes the design of previously proposed portions of the Musketawa Trail that were not constructed during the several revisions that HRC was involved in during negotiations with MDOT, MDNR, etc. He also has recent experience on the Cedar Creek Trail in Cedar Springs, MI.

The project will be managed by Dennis J. Benoit, P.E. Mr. Benoit is familiar with the City of Muskegon having worked on several projects for the City in recent years including Phase 1 of the Musketawa Trail Connector.

SCHEDULE

We are prepared to start working on this project upon your authorization. We estimate that draft construction documents can be available within 6 weeks after receipt of your authorization. We assume that permit issues can be resolved within one month following the design document completion, but this will be dependent upon the timeliness of MDEQ reviews and any other issues raised. This should allow for bids to be received sometime during this next winter and should allow for an early Spring 2016 start of construction.

We appreciate this opportunity to be of continued service to the City of Muskegon. Please feel free to call if you have any questions or would like to discuss any details of this proposal.

Very truly yours,

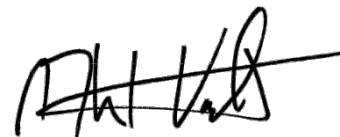
HUBBELL, ROTH & CLARK, INC.



George E. Hubbell, P.E.
President



Dennis J. Benoit, P.E.
Senior Associate



Michael J. VanderPloeg, P.E.
Project Engineer

DJB
dc: HRC; File

PROPOSAL ACCEPTED BY: _____

TITLE: _____

DATE: _____

July 2, 2019

City of Muskegon
Department of Public Works
1350 Keating Street
Muskegon, Michigan 49442

Attn: Mr. Leo Evans, P.E., Director of Public Works

Re: Musketawa-Shoreline Non-Motorized Trail Connector
Phase III Design Proposal for Engineering Services

HRC Job No. 20150864

Dear Mr. Evans:

Thank you for requesting an amendment to the engineering services proposal from Hubbell, Roth & Clark, Inc. (HRC) for the above referenced project. We understand that the city is ready finalize design of the third phase of the trail, which currently ends on Keating at Port City Blvd. Based on our conversation, MDOT has request the trail to be moved away from the curb to provide a minimum three-foot buffer between the back of curb and pathway. There may be location that will require the path to be designed to avoid business signs, utilities and other items that will be unable to be moved for the project. In addition, a culvert extension will be required as part of the project.

HRC has previously provided plans for a local letting, however we understand the City has obtained funding requiring the project to be bid out with MDOT oversight. This will require additional design effort and coordination, including the new NEPA requirements to complete the Program Application. We understand the project is intended to be bid out in the summer of 2021. Scope items that will be required to complete the project include the following:

- ≡ Four (4) project meetings
 - Pre-GI meeting
 - GI Meeting
 - Utility Meeting
 - Pre-Final turn in meeting
- ≡ Additional survey beyond what was completed under the original contract
 - Survey was only completed on the south portion for the boardwalk
- ≡ Redesign of the pathway per MDOT comments and to avoid structures and utilities
- ≡ Redesign of plans to meet MDOT submittal requirements
- ≡ Development of special provisions to meet MDOT requirements
- ≡ Submittal of a SHPO application
- ≡ Update/Amend the current EGLE Permit
- ≡ Submittal of the Program Application
 - Including NEPA documentation
 - Assumes no major impacts such as bats, snakes, turtles or other endangered species that requires major study or mitigation
 - Assumes 60 hours of effort to obtain all NEPA documentation
- ≡ Review of the proposal package developed by MDOT
- ≡ Response to contractor inquiries during MDOT letting

Bloomfield Hills
555 Hulet Drive
Bloomfield Hills, MI 48302
248-454-6300

Delhi Township
2101 Aurelius Rd.
Ste. 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold Street
Buhl Building
Suite 1650
Detroit, MI 48226-3698

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington
SQ
Suite D
Lansing, MI 48933
517-292-1488

DELIVERABLES

- ≡ SHPO Application
- ≡ Program Application
- ≡ NEPA Documentation
- ≡ Pre-GI Plan set for review
 - PDF email
 - One (1) hard copy of plans, estimate and special provisions
- ≡ GI Plans to MDOT
- ≡ Pre-Final turn in for review
 - PDF email
 - One (1) hard copy of plans, estimate and special provisions
- ≡ Meetings minutes

WORK NOT PRESENTLY INCLUDED IN OUR SCOPE

- ≡ Major changes following GI Submittal
- ≡ Soil Borings
- ≡ Signalized pedestrian crossings
- ≡ Roadwork
- ≡ Meetings above those noted
- ≡ Construction Engineering Services

At this time, we have excluded effort for ROW grading or acquisition documentation as the impacts are not fully known. Once determined HRC can provide an amendment to include these services if requested.

Effort for the above noted scope of services is a not to exceed **\$42,360**.

We appreciate this opportunity to be of continued service to the City of Muskegon. Please feel free to contact Jesse Morgan at (616) 430-9708 should you have any questions regarding this proposal.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Todd J. Sneathen, P.E.
Vice President



Jesse M. Morgan, P.E.
Associate

JMM

pc: HRC; File

Accepted By:

Signature: _____

Written Name: _____

Title: _____

Dated: _____



Muskegon County Property Viewer Map

Type a Map Title Here

Type a Note for the map print here



Scale: 1 to 9,028

Notice: Muskegon County and Muskegon County GIS makes no warranty, expressed or implied, regarding the accuracy, completeness, or usefulness of the information presented. Muskegon County assumes no responsibility for errors that arise from the use of this information.

MUSKEGON COUNTY

GIS

Map by Muskegon County GIS

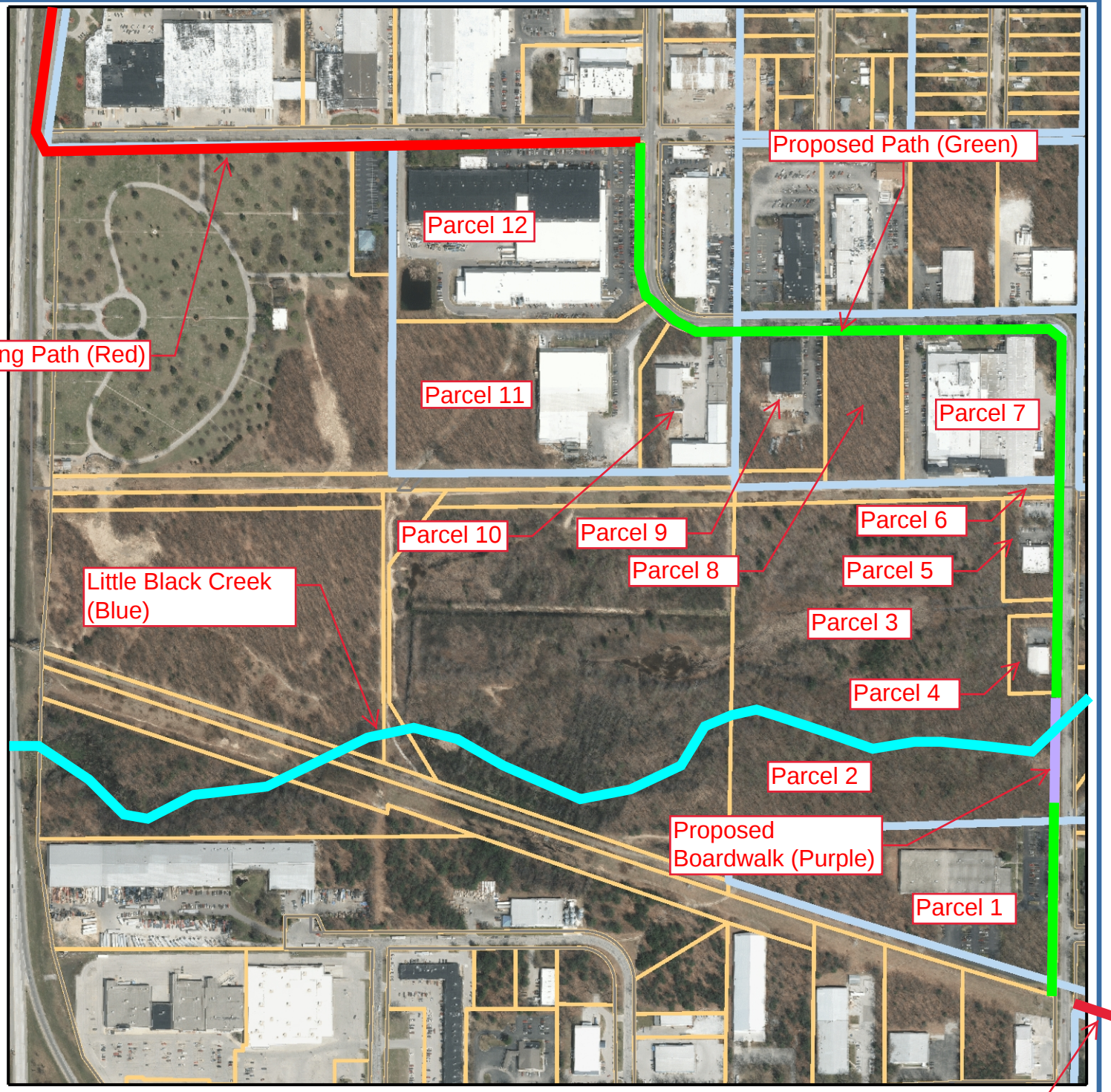
141 E. Apple Ave, Muskegon, MI 49445

P: 231-724-4458 F: 231-724-1129

www.muskegoncountygis.org

Printed from the Muskegon County
GIS Property Viewer

Map Printed 8/24/2018



Existing Path (Red)

AGENDA ITEM NO. _____

CITY COMMISSION MEETING ____

TO: Honorable Mayor and City Commission
FROM: Department of Public Works
DATE: July 23rd, 2019
SUBJECT: Beach Street

SUMMARY OF REQUEST:

Authorize the Mayor and Clerk to sign the Cost Sharing Agreement with Muskegon County for the water main and road reconstruction project on Beach Street.

Authorize the DPW Director to sign the Professional Services Agreement with Johnson and Anderson for the Engineering work on the Beach Street Project.

FINANCIAL IMPACT:

\$800,000.00 (\$685,000.00 Construction + \$115,000.00 Engineering)

Split approximately 50/50 between the Major Street and Water Funds.

BUDGET ACTION REQUIRED:

None. This project was included in the 19-20 budget. The dollar amounts will be adjusted in a future reforecast to reflect the construct cost estimates.

STAFF RECOMMENDATION:

Authorize the Mayor and Clerk to sign the cost sharing agreement with Muskegon County and authorize the DPW Director to sign the Professional Services Agreement with Johnson and Anderson.

COST SHARING AGREEMENT

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

DEFINITIONS:

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

- A. *City of Muskegon (or City)*: means the duly adopted municipal entity known as the City of Muskegon.
- B. *County of Muskegon (or County)*: means the County of Muskegon by and through its Board of Public Works.
- C. *City of Muskegon Filtration Plant*: means the filtration plant located at 1900 Beach Street, Muskegon, Michigan.
- D. *Beach Street right-of-way*: means right-of-way commonly known as Beach Street located in the City of Muskegon running northerly from the water filtration plant to the boundary of the City of Muskegon at the edge of the Channel.
- E. *Channel*: means the channel between Muskegon Lake and Lake Michigan.
- F. *Project*: means the engineering and installation of a 30-inch water main from the City of Muskegon Filtration Plant north to the Channel.
- G. *Water Supply Agreement*: means the Agreement for Municipal Water Supply dated October 1, 2012, as amended in the First Amendment to Agreement for Municipal Water Supply dated October 23, 2018, which may be further amended from time to time by the parties to that Agreement.

RECITALS:

This Agreement is based upon the following facts and circumstances:

- A. The County wishes to install and operate a 30-inch water main from the City of Muskegon Filtration Plant within the Beach Street right-of-way.
- B. The City wishes to utilize the 30-inch water main after installation.
- C. The County agrees to pay certain costs related to the Project and the City agrees to pay certain costs of road removal and reconstruction related to the Project.
- D. The City of Muskegon wishes to permit the installation and construction of the Project within the Beach Street right-of-way.

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

1.0 COMMITMENTS BY THE COUNTY.

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

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

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

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

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

2.0 COMMITMENTS BY THE CITY.

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

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

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

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

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

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

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

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

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

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

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

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

4.0 GENERAL

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

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

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

If to the County: County of Muskegon
Administration, 4th Floor
990 Terrace St.
Muskegon, Michigan 49442
Attention: Mark Eisenbarth

If to the City: City of Muskegon
933 Terrace Street
Muskegon, Michigan 49440
Attention: Frank Peterson, City Manager

With a Copy To: Parmenter Law
City of Muskegon Corporate Counsel
601 Terrace Street
Muskegon, Michigan 49440
Attention: John C. Schrier

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

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

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

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

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

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

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

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

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

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

The remainder of this page is left intentionally blank.

MUSKEGON COUNTY
BOARD OF PUBLIC WORKS

Dated: _____, 2019

By: _____
Gary Foster, its Chair

Dated: _____, 2019

By: _____
Nancy Waters, Muskegon County Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF MUSKEGON)

The foregoing signatories, _____ and _____
are known to me, respectively, as the Muskegon County Board of Commissioners Chair and
Clerk of the County of Muskegon, and they acknowledged the foregoing instrument on behalf of
the County this _____ day of _____, 2019.

Notary Public
Muskegon County, Michigan
My Commission Expires:

CITY OF MUSKEGON

Dated: _____, 2019

By: _____
Stephen Gawron, its Mayor

Dated: _____, 2019

By: _____
Ann Marie Meisch, its Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF MUSKEGON)

The foregoing signatories, _____ and _____
are known to me, respectively, as the Mayor and Clerk of the City of Muskegon, and they
acknowledged the foregoing instrument on behalf of the County this ____ day of _____
_____, 2019.

Notary Public
Muskegon County, Michigan
My Commission Expires:



June 24, 2019

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

RE: **City of Muskegon Professional Engineering Services for Beach Street Roadway & Watermain Improvements**

Dear Mr. Evans:

Johnson & Anderson, a DLZ Company (DLZ-J&A), is pleased to submit this proposal for professional engineering services to the City of Muskegon in relation to proposed roadway and watermain improvements on Beach Street. This project is being initiated as part of the Muskegon County Channel Crossing project that is currently under design and planning by Muskegon County. That project consists of approximately 3,600 lineal feet of roadway and water main to provide a redundant feed to the North Side System. Discussions between representatives of Muskegon County and City of Muskegon have determined that it is mutually beneficial to collaborate on the water and roadway improvements of Beach Street.

Please find attached "Matters of Understanding", which describe matters of fact and assumptions that were made in conjunction with the development of the Scope of Services. Based on the Scope of Services for each facet of the work, we have prepared a not to exceed cost for Design and Construction Engineering of Beach Street beyond the scope of the Channel Crossing project. The proposed fee for Design Engineering Services is **\$50,300.00** and Construction Engineering Services is **\$64,700.00**. Invoices shall be rendered monthly based on the actual hours expended times the rate shown on the Rate Schedule for the classification/name of the individual working on the project.

As of March 1, 2019, Johnson & Anderson, Inc. (J&A) has merged with DLZ, which is one of the top consulting firms in the architectural, engineering, and surveying industry. The firm was ranked by Engineering News Record as Midwest Design Firm of the Year in 2016 and currently ranked as one of the Top 150 in the U.S. and the 8th largest in the Midwestern United States. We are very excited for this opportunity to provide our clients with additional resources and capabilities to better serve their needs.

We sincerely appreciate the opportunity to serve the City. Please feel free to contact me or Randy Parrett if you have any questions on this proposal or any aspect of the project.

Respectfully submitted,
Johnson & Anderson, a DLZ Michigan Company

Terry Biederman, P.E.
Vice President- DLZ Michigan

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Section 3 – Summary of Fees

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EXHIBIT A – GENERAL PROVISIONS

EXHIBIT B – RATE SCHEDULE

MATTERS OF UNDERSTANDING - ROADWAY

The scope of services related to this project on Beach Street were developed based on a number of assumptions that resulted from communication with representatives of Muskegon County, the City of Muskegon, and the plans for the future roundabout. Muskegon County is proposing to install a water main in the Beach street right-of-way as part of a project to provide a looped system to the “North Side System”. Based on discussions between both of the major parties, Muskegon County and the City of Muskegon, it appears that there is a mutual interest partnering on the road restoration portion of the project. This partnership could replace the whole width of Beach Street rather than only the portions disturbed during the water main project.

The following assumptions were made by Johnson & Anderson, Inc. a DLZ Company (DLZ-J&A) as part of this proposal:

1. The roadway will be reconstructed with a cross-section that includes 4” of HMA on top of 8” of aggregate base on the existing sand subgrade. An underdetermined portion of the roadway (to be negotiated at a later date between the City and the County) will be constructed as part of the water main channel crossing project and will be paid for with County funds. The remaining portion of the roadway will be constructed with City funds. The total length of the project is approximately half a mile.
2. The southern end of the roadway reconstruction project begins where the proposed future roundabout construction is anticipated to end, approximately 125’ south the Wilcox Avenue intersection. See Figure 1.



Figure 1: Estimated Point of Beginning

3. The project will include complete reconstruction of the intersections at both ends of the oval. The intersection at the southern end of the oval will include all pavement that was not recently rehabilitated and is currently in poor condition. The intersection at the northern end of the oval includes all of the pavement from the point of road separation perpendicular to the centerline and includes the shoulder of each roadway. See Figure 2.



Figure 2: Estimated Point of End

4. The project involves keeping the existing parking layout adjacent to each side of the road but reducing the total width of pavement by narrowing the driving lanes from 13' wide to 11' wide adjacent to the oval. The proposed parallel parking lanes on each side of the road will be 8' wide. The roadway south of the oval will maintain the same cross section as existing.
5. The existing angled parking and parking travel lane south of the oval will not be redesigned nor reconstructed as part of this project.
6. The existing pedestrian crossings at Ohio Avenue and Indiana Avenue will remain with upgrades planned to increase pedestrian awareness and make the crossings compliant with current ADA standards. Additional pedestrian crossings are proposed at Woodlawn Court and the south end of the oval.
7. The project will be constructed concurrently with the County watermain project. Construction is anticipated in the Fall of 2019 and in the Spring of 2020. Between construction periods, access for local vehicular traffic will be kept open.

SCOPE OF SERVICES – ROAD DESIGN

DESIGN ENGINEERING

To complete the Beach Street roadway reconstruction project in conjunction with the proposed Muskegon County Channel Crossing watermain installation, services provided by Johnson & Anderson, Inc. (DLZ-J&A) will include design engineering performed to industry standards. The following scope of services is anticipated:

1. Staff from Johnson & Anderson, Inc. (DLZ-J&A) will attend a kick-off meeting with representatives of the City of Muskegon, Muskegon County and other relevant stakeholders. A detailed review of the scope of services, schedule, and project constraints will be completed.
2. DLZ-J&A will gather available information regarding the project including public utility information, local standards, and available historical documentation that may be available. Our field staff will perform a full topographic survey of the project corridor from right-of-way to right-of-way, as well as 25 feet down each side street including locating visible utilities. Additionally, we propose to utilize information from the Geotechnical Investigation that is being obtained for the Channel Crossing to evaluate existing conditions and assist with pavement recommendations.
3. DLZ-J&A will develop conceptual layout (base plans) and participate in a review meeting with City of Muskegon staff and representatives of Muskegon County to discuss possible utility conflicts, mitigation of construction options, and layout constraints.
4. DLZ-J&A will facilitate utility coordination involving affected utilities such as water, sewer, electricity, natural gas, etc. with City staff to expedite any necessary utility relocations and develop alternatives that may lessen impact to utilities.
5. DLZ-J&A will prepare preliminary plans for the combined watermain installation and complete road reconstruction. Road reconstruction will be based on "Complete Streets" design concepts to reduce impact to and increase safety for pedestrian traffic. Current AASHTO design standards, MDOT 3R/4R Guidelines, ADA standards, City of Muskegon standards, and historical information such as right-of-way and property information will be used for the basis of road design. Preliminary design of the roadway reconstruction along with an identification of potential project impacts such as easements, rights-of-way issues, utility conflicts, traffic impacts, and environmental issues will be prepared.
6. DLZ-J&A will coordinate with appropriate governmental agencies and obtain necessary permits to complete the project.
7. DLZ-J&A will examine the need for any potential temporary or permanent grading easements. At this time, none are anticipated.

8. The intent of the road design will be to utilize MDOT standard pay items and technical specifications for Divisions 2-9 of the 2012 MDOT Standard Specifications for Construction. For modifications to standard pay items, or unique pay items, DLZ-J&A will prepare technical specifications (Unique Special Provisions) and incorporate City specific Special Provisions and details for the project.
9. DLZ-J&A will prepare an engineer's opinion of probable cost for the project utilizing Michigan Engineers Resource Library (MERL).
10. DLZ-J&A staff will perform a Quality Assurance/Quality Control review of the plans, prior to each transmission to the City.
11. DLZ-J&A will submit preliminary plans, along with any unique Special Provisions as well as a preliminary opinion of probable cost of the City portion of the project, to the City and facilitate and attend a plan review meeting with the City, County, utilities, and other stakeholders.
12. DLZ-J&A will incorporate comments from the City's plan review into the plans and specifications and submit a Final Plan Package to the County for bid letting as well as aid the City and County in answering any questions that arise during bidding.

CONSTRUCTION ENGINEERING

To complete the Beach Street roadway reconstruction project in conjunction with the proposed Muskegon County Channel Crossing watermain installation, services provided by Johnson & Anderson, Inc. (DLZ-J&A) will include construction engineering performed to industry standards. The following scope of services is anticipated:

1. DLZ-J&A will organize and attend a preconstruction meeting and prepare minutes of the meeting.
2. DLZ-J&A will review shop drawings/submittals.
3. DLZ-J&A will perform construction staking for the project, including grading limits, alignment (horizontal and vertical), and ADA ramps.
4. DLZ-J&A will provide full-time inspection of the project while major work is being performed. DLZ-J&A staff will keep records of all work activity in Daily Field Observation Reports and track all work items.

5. Material Testing will be done in accordance with MDOT requirements and will be coordinated by DLZ-J&A.
6. DLZ-J&A will generate Pay Estimates for project work items.
7. DLZ-J&A will review contractor's compliance with general contract requirements.
8. DLZ-J&A will provide weekly updates to the City and assist the City with resolving any complaints or concerns that arise during construction.
9. DLZ-J&A will provide as-built information for the final project construction in electronic format.

MATTERS OF UNDERSTANDING - WATERMAIN

The scope of services related to this project on Beach Street were developed based on a number of assumptions that resulted from communication with representatives of Muskegon County and the City of Muskegon. Muskegon County is proposing to install a water main in the Beach street right-of-way as part of a project to provide a looped system to the “North Side System”. Based on discussions between both of the major parties, Muskegon County and the City of Muskegon, it appears that there is a mutual interest to use this new watermain as a distribution main to service the adjacent residents of the City of Muskegon along Beach Street.

The following assumptions were made by Johnson & Anderson, Inc. a DLZ Company (DLZ-J&A) as part of this proposal:

1. The County watermain project begins at the City of Muskegon Water Filtration Plant and will extend north across the Muskegon Lake Channel. Additions to the County watermain project to facilitate distribution to the City include mainline connections at Wilcox, Woodlawn, Ohio, Indiana, and Simpson Avenues, service connections to residences and businesses along the route south of the channel, additional hydrants as necessary, abandoning of existing mainline watermain and services, and restoration at connections and services.
2. The proposed distribution watermain will be sized appropriately to complete the Channel Crossing and looping project to provide sufficient flow. The water system is currently being modeled to verify watermain sizing.
3. The total length of the watermain project is approximately half a mile.
4. The project will be constructed concurrently with the County watermain project. Construction is anticipated in the Fall of 2019 & Spring of 2020.
5. The existing mainline watermain will be abandoned in place.
6. As hydrants on a transmission main are spaced at maximum distance, there may be additional hydrants placed as a result of the transition to a local distribution main. New hydrants will be placed at locations with spacing meeting current design standards but also with existing conditions in mind to alleviate the placement of a hydrant in the middle of a property and/or ensuring placement at an intersection, etc. The number of hydrants placed above and beyond those necessary for transmission main will be the responsibility of the City.
7. Plumbing permits, fees, and inspections will be the responsibility of the Contractor.

8. New water services will be installed directly into the homes. Limits of services will be from the new distribution watermain into the home with the new connection. The City will be responsible for obtaining Rights of Entry.
9. Design and relocation of any electrical grounding will be the responsibility of the Contractor.
10. Existing water services will be abandoned in place.

SCOPE OF SERVICES – WATERMAIN

DESIGN ENGINEERING

To complete the additional Beach Street watermain installation project in conjunction with the proposed Muskegon County Channel Crossing watermain installation, services provided by Johnson & Anderson, Inc. (DLZ-J&A) will include design engineering performed to industry standards. The following scope of services is anticipated:

1. Staff from Johnson & Anderson, Inc. (DLZ-J&A) will attend a kick-off meeting with representatives of the City of Muskegon, Muskegon County and other relevant stakeholders. A detailed review of the scope of services, schedule, and project constraints will be completed.
2. DLZ-J&A will gather available information regarding the project including public utility information, local standards, and available historical documentation that may be available. As part of the overall project our field staff will perform a full topographic survey of the project corridor from right-of-way to right-of-way, as well as 25 feet down each side street including locating visible utilities. Specific to the additional watermain design for the local distribution system, information gathering also includes existing water service records and plotting locations with the best available information on the drawings. Further survey investigation will be done for all intersections to verify the location of the existing watermain. Additionally, we propose to utilize information from the Geotechnical Investigation that is being obtained for the Channel Crossing to evaluate existing soil conditions.
3. DLZ-J&A will develop conceptual layout (base plans) and participate in a review meeting with City of Muskegon staff and representatives of Muskegon County to discuss possible utility conflicts, mitigation of construction options, and layout constraints.
4. DLZ-J&A will facilitate utility coordination involving affected utilities such as water, sewer, electricity, natural gas, etc. with City staff to expedite any necessary utility relocations and develop alternatives that may lessen impact to utilities.
5. DLZ-J&A will prepare preliminary plans and specifications for the combined watermain installation and complete road reconstruction project. Watermain design will be in accordance with County, City, State, and industry standards. Preliminary design includes drafting, quantity take-offs, and developing the bidding documents. DLZ-J&A will also facilitate and attend a plan review meeting with the City, County, utilities, and other stakeholders.
6. DLZ-J&A will coordinate with appropriate governmental agencies and obtain necessary permits to complete the project. This will include the Michigan Department of Environment, Great Lakes, and

Energy (EGLE) for water systems, City of Muskegon for right-of-way, and Muskegon County for Soil Erosion and Sedimentation Control permits. This will **not** include plumbing permits for water services.

7. DLZ-J&A will examine the need for any potential temporary or permanent grading easements. At this time, none are anticipated. If the need for a temporary or permanent easement arises, easement drafting and procurement would be beyond the scope of this proposal.
8. DLZ-J&A will prepare an engineer's opinion of probable cost utilizing recent local bidding information.
9. DLZ-J&A staff will perform a Quality Assurance/Quality Control review of the plans, prior to each transmission to the City.
10. DLZ-J&A will incorporate comments from the City's plan review into the plans and specifications and submit a Final Plan Package to the County for bid letting. DLZ-J&A will aid the City and County in answering any questions that arise during bidding.

CONSTRUCTION ENGINEERING

To complete the Beach Street watermain installation project in conjunction with the proposed Muskegon County Channel Crossing watermain installation, services provided by Johnson & Anderson, Inc. (DLZ-J&A) will include construction engineering performed to industry standards. The following scope of services is anticipated:

1. DLZ-J&A will organize and attend a preconstruction meeting and prepare minutes of the meeting.
2. DLZ-J&A will review shop drawings/submittals, as required.
3. DLZ-J&A will perform construction staking for the project including layout stakes and offset stakes as necessary.
4. DLZ-J&A will provide full-time inspection of the project while major work is being performed. DLZ-J&A staff will keep records of all work activity in Daily Field Observation Reports and track all work items. Observations directly related to the local distribution system include 5 tie-ins to existing watermain at Wilcox, Woodlawn, Ohio, Indiana, and Simpson Streets, approximately 40 water service connections of varying sizes, abandoning the existing watermain, and inspection of additional hydrants.
5. DLZ-J&A will coordinate material testing, engaging the services of Soils & Structures, Inc of Norton Shores, Michigan. Soils & Structures has provided a separate quote for materials testing (density) related to the local distribution main at side street tie-ins.

6. DLZ-J&A will generate pay estimates for project work items.
7. DLZ-J&A will generate field orders and change orders during construction as necessary.
8. DLZ-J&A will review contractor's compliance with general contract requirements.
9. DLZ-J&A will provide weekly updates to the City and assist the City with resolving any complaints or concerns that arise during construction.
10. DLZ-J&A will provide as-built information for the final project construction in electronic format.

SCOPE OF SERVICES – NOT INCLUDED

The following services are not considered part of this proposal. If requested by the City they shall be deemed "Special Services beyond the Scope" of the project and will be based on the rate schedule (Exhibit B) multiplied by the actual hours of the individuals working on the project:

1. Easement Preparation and/or Procurement
2. Rights of Entry Preparation and/or Procurement
3. Inspection of physical connection of water service inside the home
4. Engineering and/or Inspection related to the electrical grounding of water services
5. Plumbing permits, fees, and Inspections
6. Permit Fees
7. Wetland Determinations

SUMMARY OF FEES

ROADWAY

Design Engineering	\$31,700.00
Construction Engineering	\$34,300.00
Subtotal	\$66,000.00

WATERMAIN

Design Engineering	\$18,600.00
Construction Engineering	\$30,400.00
Subtotal	\$49,000.00

Total **\$115,000.00**

PROJECT ESTIMATING SHEET											
Johnson & Anderson, Inc.											
Beach Street Roadway Reconstruction				Job No.:	19231	Client:	City of Muskegon				
Prepared By: LCM	LABOR COSTS (classification)								FEE COMPUTATION		
TASK	Eng/Surv VI	Eng/Surv IV	Eng III	Inspector III	CAD Tech IV	2-Man survey Crew	1-Man survey Crew	Clerical	Total Labor Cost	Other Direct Costs	Total Fee
	\$ 130.00	\$ 105.00	\$ 90.00	\$ 73.00	\$ 90.00	\$ 155.00	\$ 110.00	\$ 50.00			
Survey	4.0 \$ 520	- \$ -	- \$ -	- \$ -	16.0 \$ 1,440	20.0 \$ 3,100	- \$ 110	- \$ -	40.0 \$ 5,170	- \$ -	5,170
Geotechnical (Subconsultant)	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	-
Utility Research & Coordination	- \$ -	- \$ -	4.0 \$ 360	- \$ -	4.0 \$ 360	- \$ -	- \$ -	- \$ -	8.0 \$ 720	- \$ -	720
Preliminary Road Design	- \$ -	34.0 \$ 3,570	10.0 \$ 900	- \$ -	80.0 \$ 7,200	- \$ -	- \$ -	- \$ -	124.0 \$ 11,670	- \$ -	11,670
Estimate	- \$ -	4.0 \$ 420	- \$ -	- \$ -	4.0 \$ 360	- \$ -	- \$ -	- \$ -	8.0 \$ 780	- \$ -	780
Prelim. Plans	4.0 \$ 520	30.0 \$ 3,150	10.0 \$ 900	- \$ -	60.0 \$ 5,400	- \$ -	- \$ -	2.0 \$ 100	104.0 \$ 9,970	- \$ -	9,970
Final Plans	- \$ -	12.0 \$ 1,260	- \$ -	- \$ -	24.0 \$ 2,160	- \$ -	- \$ -	2.0 \$ 100	36.0 \$ 3,420	- \$ -	3,420
								Subtotal (Design Engineering)		\$ 31,730	
Pre-Con	2.0 \$ 260	2.0 \$ 210	2.0 \$ 180	2.0 \$ 146	- \$ -	- \$ -	- \$ -	- \$ -	8.0 \$ 796	- \$ -	796
Con. Staking	4.0 \$ 520	- \$ -	- \$ -	- \$ -	4.0 \$ 360	- \$ -	50.0 \$ 5,500	- \$ -	58.0 \$ 6,380	- \$ -	6,380
Inspection	2.0 \$ 260	- \$ -	- \$ -	160.0 \$ 11,680	- \$ -	- \$ -	- \$ -	- \$ -	162.0 \$ 11,940	- \$ -	11,940
Material Testing (Subconsultant)	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	4,300	4,300
CA/CE	8.0 \$ 1,040	8.0 \$ 840	60.0 \$ 5,400	- \$ -	- \$ -	- \$ -	- \$ -	4.0 \$ 200	76.0 \$ 7,280	- \$ -	7,280
As-Builts	2.0 \$ 260	- \$ -	- \$ -	- \$ -	12.0 \$ 1,080	- \$ -	20.0 \$ 2,200	- \$ -	34.0 \$ 3,540	- \$ -	3,540
								Subtotal (Construction Engineering)		\$ 34,236	
SUM HOURS (down column)	24.0	90.0	86.0	162.0	192.0	20.0	50.0	8.0	624.0		
SUM \$ (down column)	\$ 3,120	\$ 9,450	\$ 7,740	\$ 11,826	\$ 17,280	\$ 3,100	\$ 5,610	\$ 400	\$ 61,666	\$ 4,300	\$ 65,966

PROJECT ESTIMATING SHEET											
Beach Street Water Main				Job No.:	19231	Client:	City of Muskegon				
Prepared By: RLP	LABOR COSTS (classification)								FEE COMPUTATION		
TASK	Eng/Surv VI	Eng/Surv IV	Eng III	Inspector III	CAD Tech IV	2-Man survey Crew	1-Man survey Crew	Clerical	Total Labor Cost	Other Direct Costs	Total Fee
	\$ 130.00	\$ 105.00	\$ 90.00	\$ 73.00	\$ 90.00	\$ 155.00	\$ 110.00	\$ 50.00			
Survey	-	-	-	-	-	-	16.0	-	16.0		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,760	\$ -	\$ 1,760	\$ -	\$ 1,760
Geotechnical (Subconsultant)	-	-	-	-	-	-	-	-	-		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Research & Coordination	-	-	-	24.0	16.0	-	-	-	40.0		
	\$ -	\$ -	\$ -	\$ 1,752	\$ 1,440	\$ -	\$ -	\$ -	\$ 3,192	\$ -	\$ 3,192
Preliminary Water Design	8.0	-	-	8.0	8.0	-	-	-	24.0		
	\$ 1,040	\$ -	\$ -	\$ 584	\$ 720	\$ -	\$ -	\$ -	\$ 2,344	\$ -	\$ 2,344
Estimate	-	-	4.0	4.0	-	-	-	-	8.0		
	\$ -	\$ -	\$ 360	\$ 292	\$ -	\$ -	\$ -	\$ -	\$ 652	\$ -	\$ 652
Prelim. Plans	16.0	-	16.0	16.0	24.0	-	-	-	72.0		
	\$ 2,080	\$ -	\$ 1,440	\$ 1,168	\$ 2,160	\$ -	\$ -	\$ -	\$ 6,848	\$ -	\$ 6,848
Final Plans	8.0	-	8.0	8.0	16.0	-	-	-	40.0		
	\$ 1,040	\$ -	\$ 720	\$ 584	\$ 1,440	\$ -	\$ -	\$ -	\$ 3,784	\$ -	\$ 3,784
								Subtotal (Design Engineering)		\$ 18,580	
Pre-Con	-	-	-	-	-	-	-	-	-		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Con. Staking	-	-	-	-	-	-	16.0	-	16.0		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,760	\$ -	\$ 1,760	\$ -	\$ 1,760
Inspection	-	-	-	270.0	-	-	-	-	270.0		
	\$ -	\$ -	\$ -	\$ 19,710	\$ -	\$ -	\$ -	\$ -	\$ 19,710	\$ -	\$ 19,710
Material Testing (Subconsultant)	-	-	-	-	-	-	-	-	-		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200	\$ 2,200
CA/CE	8.0	-	32.0	-	-	-	-	-	40.0		
	\$ 1,040	\$ -	\$ 2,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,920	\$ -	\$ 3,920
As-Builts	4.0	-	4.0	16.0	8.0	-	-	-	32.0		
	\$ 520	\$ -	\$ 360	\$ 1,168	\$ 720	\$ -	\$ -	\$ -	\$ 2,768	\$ -	\$ 2,768
								Subtotal (Construction Engineering)		\$ 30,358	
SUM HOURS (down column)	40.0	-	60.0	330.0	64.0	-	32.0	-	526.0		
SUM \$ (down column)	\$ 5,200	\$ -	\$ 5,400	\$ 24,090	\$ 5,760	\$ -	\$ 3,520	\$ -	\$ 46,738	\$ 2,200	\$ 48,938

EXHIBIT A
GENERAL PROVISIONS

PROJECT ASSIGNMENT

The PRINCIPAL wishes J&A to perform professional engineering services, to serve as PRINCIPAL's representative and to provide professional engineering consultation and advice for a professional fee in connection with the project described in the attached letter agreement.

LIMITATIONS ON THE OBLIGATIONS OF ENGINEER

The PRINCIPAL acknowledges and agrees that the ability of J&A to perform the services specifically described in the SCOPE OF SERVICES is contingent upon the timely availability of appropriate data and facilities and the cooperation of knowledgeable personnel, all of which are under the PRINCIPAL's control. Therefore, the PRINCIPAL covenants that it shall reasonably make available to J&A all requested data and facilities, and shall assure the cooperation of such personnel in timely fashion.

FORCE MAJEURE

Neither party shall be liable to the other in damage, claim, delay, or default arising by reason of Acts of God or other case or contingency beyond control of the party sought to be charged.

OPPORTUNITY TO CORRECT DEFAULT

In the event PRINCIPAL believes that J&A has failed to perform any obligation to PRINCIPAL under this Agreement, or that it has performed said obligations inadequately or improperly, it shall provide J&A with written notice detailing the nature of its complaints with specific references to those provisions of this Agreement which it believes have not been performed or have not properly or adequately been performed. J&A shall have Thirty (30) Days after its receipt of said written notice to correct such alleged deficiencies in its performance. Only in the event that J&A has not corrected said alleged deficiencies within said Thirty (30) Day period, and in no other event, shall PRINCIPAL have the right to give notice of default under this Agreement, and/or terminate it for said cause(s), and /or to claim damage for breach thereof.

ARBITRATION

Any claim or controversy arising out of or relevant to this Agreement, or the breach thereof, shall be settled by binding arbitration in Detroit, Michigan, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Upon a claim arising from any termination of this Agreement prior to completion of the work as described under SCOPE OF SERVICES, damages awarded to either party shall not exceed the fee or estimated fee as set forth under PROFESSIONAL FEE, or subject to this Paragraph, the arbitrator(s) shall also assess full costs of the proceedings against the losing party to the dispute, which costs shall include, but without limitation, all legal fees and other expenses of the prevailing party.

REUSE OF DOCUMENTS

All documents including Drawings and Specifications furnished by J&A pursuant to this Agreement are instruments of his services in respect to the Project. They are not intended or represented to be suitable for reuse by PRINCIPAL or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by J&A will be at PRINCIPAL's sole risk and without liability or legal exposure to J&A, and PRINCIPAL shall indemnify and hold harmless J&A from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle J&A to further compensation at rates to be agreed upon by PRINCIPAL and J&A.

PROJECT COST ESTIMATES

Opinions of probable construction cost, economic analysis of alternate solutions and O&M costs prepared by J&A are made on the basis of the qualifications and experience of J&A. It is recognized however that J&A has no control over the cost of labor, materials, or equipment furnished by others, accordingly, J&A does not guarantee that proposals, bids or actual costs will not vary from opinions or estimates submitted to PRINCIPAL by J&A hereunder.

PAYMENT TERMS

Unless otherwise stated in this agreement, invoices will be issued periodically for services rendered. Invoiced amounts are due upon receipt. Invoices not paid within 30 days are subject to a 1.5% per month late charge.

AUTHORITY OF PERSONS EXECUTING AGREEMENT

The person who has executed this document on behalf of the PRINCIPAL shall be an officer in the case of a corporation, a partner in the case of a partnership or the owner of PRINCIPAL or the agent authorized by resolution to bind the PRINCIPAL. This agreement shall not be effective until it has been countersigned by an authorized agent of J&A.

TERMINATION

This agreement is subject to termination by PRINCIPAL in accordance with **OPPORTUNITY TO CORRECT DEFAULT** or by J&A should the other fail to perform its obligations hereunder. In the event of termination, J&A shall be paid for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination costs.

ASSIGNMENT OF CONTRACT

This agreement shall be binding upon the parties, their successors and assigns, provided, however, that neither party hereto shall assign this contract without written consent of both parties.

<i>CLASSIFICATION</i>	<i>HOURLY RATE CHARGE</i>
Engineer VI / Surveyor VI	\$ 130.00
Engineer V/ Surveyor V	\$ 120.00
Engineer IV / Surveyor IV	\$ 105.00
Engineer III / Surveyor III	\$ 90.00
Engineer II / Surveyor II	\$ 78.00
Engineer I / Surveyor I	\$ 74.00
Environmental Analyst VI	\$ 105.00
Environmental Analyst V	\$ 95.00
Environmental Analyst IV	\$ 85.00
Programmer VI	\$ 110.00
GIS/IT Technician V	\$ 100.00
GIS/IT Technician IV	\$ 90.00
GIS/IT Technician III	\$ 75.00
GIS/IT Technician II	\$ 70.00
GIS/IT Technician I	\$ 60.00
CAD Operator IV / Drafter IV	\$ 90.00
CAD Operator III / Drafter III	\$ 82.00
CAD Operator II / Drafter II	\$ 70.00
CAD Operator I / Drafter I	\$ 60.00
Construction Inspector V / Technician V	\$ 90.00
Construction Inspector IV / Technician IV	\$ 85.00
Construction Inspector III / Technician III	\$ 73.00
Construction Inspector II / Technician II	\$ 68.00
Construction Inspector I / Technician I	\$ 63.00
3 Man Survey Crew	\$ 180.00
2 Man Survey Crew	\$ 155.00
1 Man Survey Crew	\$ 110.00
Clerical	\$ 50.00

Date: July 22, 2019
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
**RE: Gaming License Request from Women's Division
Chamber of Commerce**

SUMMARY OF REQUEST: The Women's Division Chamber of Commerce is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a Gaming License.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval



WDCC respectfully request that the attached Resolution be added to the July Agenda.

In our effort to obtain a 50/50 raffle license for the August 16, 2019 Parties in the Park hosted by the *Women's Division* Chamber of Commerce, the State of Michigan's Charitable Gaming Division has requested that we have the attached form approved for us to send back no later than Wednesday, July 31, 2019.

Thank you,

A handwritten signature in black ink that reads "Kathi Upman". The signature is fluid and cursive, with the first name "Kathi" being more prominent.

Kathi Upman

Vice President,

Women's Division Chamber of Commerce

"Working Together To Make A Difference In Our Community"



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a Regular meeting of the Muskegon City Commission
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor, Stephen J. Gawron on July 23, 2019
DATE

at 5:30 p.m. a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Women's Division Chamber of Commerce of Muskegon,
NAME OF ORGANIZATION CITY

county of Muskegon, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Muskegon City Commission at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on July 23, 2019.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Ann Marie Meisch - MMC, City Clerk

PRINTED NAME AND TITLE

933 Terrace Street, Muskegon, MI 49440

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

Commission Meeting Date: July 23, 2019

Date: July 18, 2019
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Sale of the property at 159 Amity, 158 Allen, 923 Jay, 201 Jay and 974 Spring.

SUMMARY OF REQUEST:

Staff is seeking approval to sell the five vacant parcels at 159 Amity, 158 Allen, 923 Jay, 201 Jay, and 974 Spring to Grace Community, LLC, a Michigan Limited Liability Company. Grace Community, LLC, will be combining these with the adjacent properties that they are purchasing for the development of retail and office space.

FINANCIAL IMPACT:

Staff recommends a sale price of \$11,288.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the sale and for the Mayor and Clerk to sign the purchase agreement, resolution and deed.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF VACANT LOTS AT 159 AMITY AVENUE, 158 ALLEN AVENUE, 923 JAY STREET, 201 JAY STREET, AND 974 SPRING STREET IN ANGELL NEIGHBORHOOD FOR \$11,288.

WHEREAS, Grace Community, LLC, a Michigan Limited Liability Company, be allowed to purchase the parcels designated as parcel numbers: 24-205-208-0003-00, located at 159 Amity Ave.; 24-205-208-0013-00, located at 158 Allen Ave.; 24-205-208-0001-10, located at 923 Jay St.; 24-205-214-0005-00, located at 201 Jay St.; and 24-205-215-0006-00, located at 974 Spring St. for a total of \$11,288; and

WHEREAS, the combination of the parcel numbers 24-205-208-0003-00, 24-205-208-0013-00, 24-205-208-0001-10, 24-205-214-0005-00, & 24-205-215-0006-00 would have the purchase price of \$11,288, which is 75% of the True Cash Value (TCV) listed with the City Assessor's Office; and

WHEREAS, the sale would generate additional tax revenue for the City and relieve the City of further maintenance costs; and

WHEREAS, the sale is consistent with City policy regarding the disposition of vacant lots, in that, these parcels will be combined with adjacent parcels and developed into retail and office space and sold for the price of \$11,288; and

NOW THEREFORE BE IT RESOLVED, that parcel numbers 24-205-208-0003-00, 24-205-208-0013-00, 24-205-208-0001-10, 24-205-214-0005-00, & 24-205-215-0006-00, located at 159 Amity Ave., 158 Allen Ave., 923 Jay St., 201 Jay St., & 974 Spring St. be sold to Grace Community, LLC, a Michigan Limited Liability Company, for \$11,288.

Adopted this 23rd day of July 2019

Ayes:

Nays:

Absent:

By: _____
Stephen Gawron
Mayor

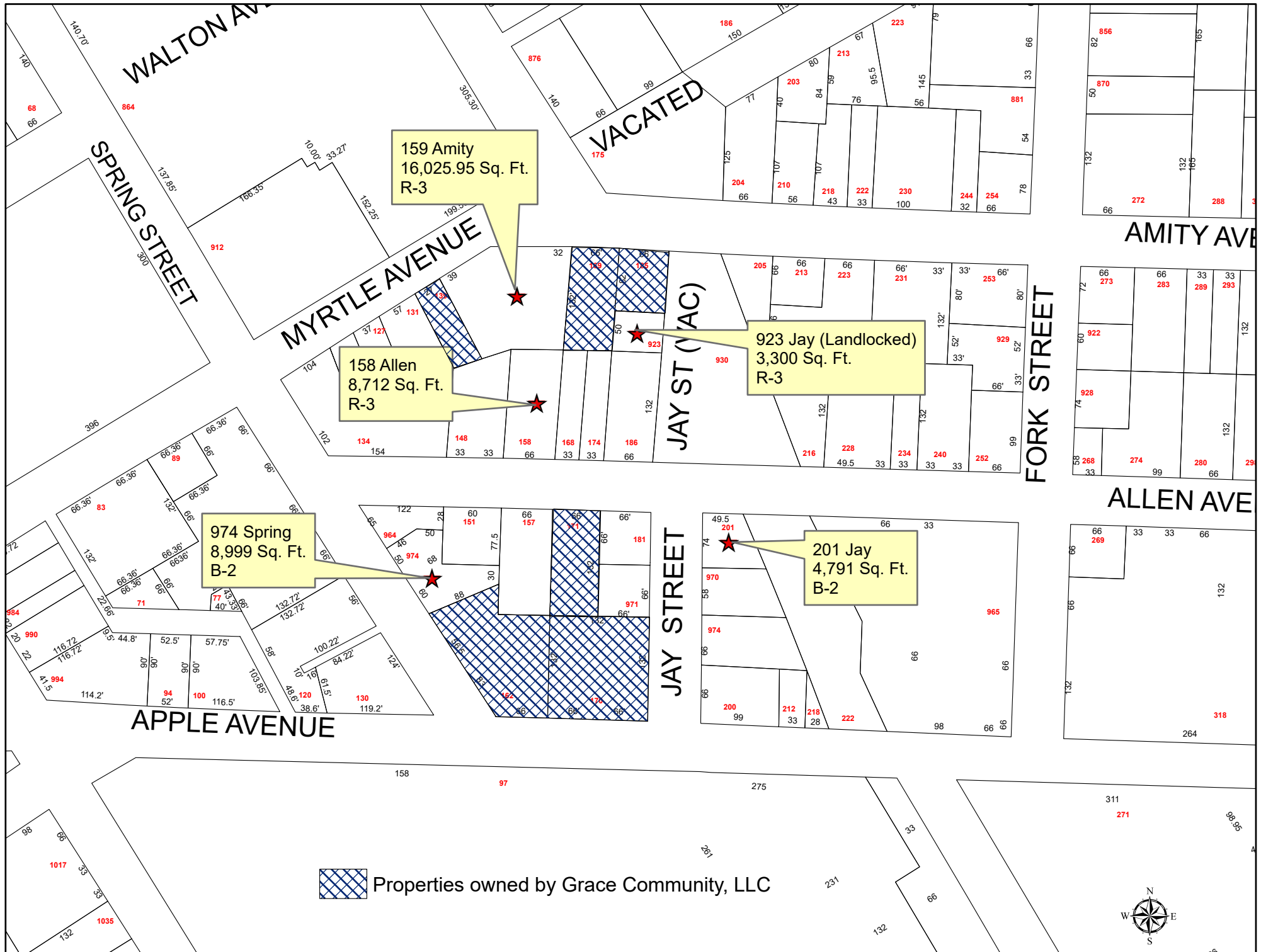
Attest: _____
Ann Marie Meisch, MMC
City Clerk

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 July 23, 2019.

By: _____
Ann Marie Meisch, MMC
City Clerk

City Owned Vacant Lots for Sale to Grace Community, LLC



REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made July 23, 2019, by and between the **CITY OF MUSKEGON**, a Municipal Corporation, of 933 Terrace St., Muskegon, Michigan 49440 ("Seller"), and **GRACE COMMUNITY, LLC**, a Michigan Limited Liability Company, of 5801 Safety Drive NE, Belmont, MI 49301 ("Buyer").

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, marketable record title of real estate, and all improvements thereon, with all beneficial easements, and with all of Seller's right, title and interest in all adjoining public ways, the real property located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

- 1) 159 Amity Ave. Parcel # 61-24-205-208-0003-00:
CITY OF MUSKEGON REVISED PLAT OF 1903 ALL OF LOT 3 & LOT 4 & EAST 39 FEET OF LOT 5 BLOCK 208.
- 2) 158 Allen Ave. Parcel # 61-24-205-208-0013-00:
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 13 BLOCK 208.
- 3) 923 Jay St. Parcel # 61-24-205-208-0001-10:
CITY OF MUSKEGON REVISED PLAT 1903 SOUTH 50 FEET LOT 1 BLOCK 208.
- 4) 201 Jay St. Parcel # 61-24-205-214-0005-00:
CITY OF MUSKEGON REVISED PLAT 1903 LOT 5 & NORTH 8 FEET LOT 6 BLOCK 214.
- 5) 974 Spring St. Parcel # 61-24-205-215-0006-00:
CITY OF MUSKEGON REVISED PLAT 1903 LOT 6 & PART LOT 5 DESCRIBED AS: COMMENCING AT SOUTHWEST CORNER LOT 5 THENCE NORTHWESTERLY ALONG SOUTHWESTERLY LINE SAID LOT 50 FEET THENCE NORTHEASTERLY PARALLEL WITH SOUTHEASTERLY LINE SAID LOT 5 46 FEET THENCE EAST PARALLEL WITH SOUTH LINE ALLEN AVENUE TO EAST LINE SAID LOT THENCE SOUTH ALONG EAST LINE SAID LOT TO SOUTHEAST CORNER THEREOF THENCE SOUTHWESTERLY ALONG SOUTHEASTERLY LINE SAID LOT 68 FEET TO POINT OF BEGINNING BLOCK 215.

Subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are acceptable to Buyer upon disclosure and review of the same, and subject to any governmental inspections required by law.

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Eleven Thousand Two Hundred Eighty-Eight and no/100 Dollars (\$11,288.00), payable in cash or bank certified check.

3. **Taxes and Assessments.** All taxes and assessments that are due and payable at the time of Closing shall be paid by Seller prior to or at Closing. All taxes and special assessments that become due and payable after Closing shall be the responsibility of Buyer.

4. **Title Insurance.** Seller agrees to deliver to the Buyer, ten (10) days prior to closing, a commitment for title insurance, issued by Transnation Title Insurance Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by said title commitment is, in the sole discretion of Buyer, deemed unreasonable, Seller shall have forty-five (45) days from the date Seller is notified in writing of such unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale as herein provided, within ten (10) days of written notification thereof. If Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at Buyer's option. The premium for the owner's title policy shall be paid by Seller.

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees any necessary zoning changes needed for the development, any street vacations, any utility maintenance/relocation due to any street vacations, and any ground testing (some parcels are adjacent to a former railroad as well as known groundwater contamination) will be their sole responsibility of the Buyer. The information regarding the contaminated adjacent land has been disclosed to the Buyer as well as the documentation regarding the contamination information that the City had on file.

6. **Survey.** Buyer at its own expense may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises for that purpose prior to Closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Premises and improvements thereon without regard to any representations that may have been made by Seller or any other person. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure, or tendering Buyer's deposit in full termination of this Purchase Agreement, and paying the cost of such survey. Buyer may elect to purchase the Premises subject to said encroachment or variation.

7. **Condition of Premises and Examination by Buyer.** NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER FURTHER SAYS THAT HE HAS PERSONALLY INSPECTED

THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER. SELLER KNOWS OF NO HAZARDOUS SUBSTANCES OR CONTAMINATION, AND BUYER WAIVES ANY CLAIM AGAINST SELLER IN THE EVENT SUCH SUBSTANCES ARE FOUND.

8. **Closing.** The closing date of this sale shall be held 90 days from City Commission approval of the sale, more specifically on or before October 21, 2019 ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Rd. Ste 102, Muskegon, Michigan 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

9. **Delivery of Deed.** Seller shall execute and deliver a quit claim deed to Buyer at Closing for the Premises.

10. **Affidavit of Title.** At the Closing, Seller shall deliver to Buyer an executed Affidavit of Title.

11. **Date of Possession.** Possession of Premises is to be delivered to Buyer by Seller on the date of Closing.

12. **Costs.** Seller shall be responsible to pay the Michigan transfer tax, if any, in the amount required by law. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement.

Buyer shall pay for the cost of recording the deed to be delivered at Closing.

13. **General Provisions.**

a. **Paragraph Headings.** The paragraph headings are inserted in this Agreement only for convenience.

b. **Pronouns.** When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

c. **Merger.** It is understood and agreed that all understandings and agreements previously made between Buyer and Seller are merged into this Agreement, which alone fully and completely expresses the agreement of the parties.

d. **Governing Law.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Michigan.

e. **Successors.** All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns.

f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

g. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale.

h. **Modification of the Agreement.** This Agreement shall not be amended except by a writing signed by Seller and Buyer.

The parties have executed this Real Estate Purchase Agreement the day and year first above written.

WITNESSES:

SELLER: CITY OF MUSKEGON

By _____
Stephen Gawron, Its Mayor

Ann Marie Meisch, MMC, Its Clerk

BUYER:

Joseph S. Bush, Its Authorized Agent of Grace Community, LLC.

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a Municipal Corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS TO: **GRACE COMMUNITY, LLC**, a Michigan Limited Liability Company, of 5801 Safety Drive NE, Belmont, MI 49301,

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

****See Attached****

for the sum of: Eleven Thousand Two Hundred Eighty-Eight Dollars (\$11,288)

Subject to any easements or use restrictions of record.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this ____ day of June 2019

Signed in the presence of:

CITY OF MUSKEGON

By _____
Stephen Gawron, Its Mayor

and _____
Ann Marie Meisch, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this ____ day of June 2019, by STEPHEN GAWRON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Hope Mitchell
City of Muskegon
933 Terrace St Room 202
Muskegon, MI 49440
Telephone: (231) 724-6702

_____, Notary Public
Acting in the County of Muskegon, MI
Muskegon County, MI
My Comm. Expires: _____

**WHEN RECORDED RETURN TO:
GRANTEE**

**SEND SUBSEQUENT TAX BILLS TO:
GRANTEE**

LEGAL DESCRIPTIONS:

159 Amity Ave. Parcel # 61-24-205-208-0003-00:

CITY OF MUSKEGON REVISED PLAT OF 1903 ALL OF LOT 3 & LOT 4 & EAST 39 FEET OF LOT 5 BLOCK 208.

158 Allen Ave. Parcel # 61-24-205-208-0013-00:

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 13 BLOCK 208.

923 Jay St. Parcel # 61-24-205-208-0001-10:

CITY OF MUSKEGON REVISED PLAT 1903 SOUTH 50 FEET LOT 1 BLOCK 208.

201 Jay St. Parcel # 61-24-205-214-0005-00:

CITY OF MUSKEGON REVISED PLAT 1903 LOT 5 & NORTH 8 FEET LOT 6 BLOCK 214.

974 Spring St. Parcel # 61-24-205-215-0006-00:

CITY OF MUSKEGON REVISED PLAT 1903 LOT 6 & PART LOT 5 DESCRIBED AS:
COMMENCING AT SOUTHWEST CORNER LOT 5 THENCE NORTHWESTERLY
ALONG SOUTHWESTERLY LINE SAID LOT 50 FEET THENCE NORTHEASTERLY
PARALLEL WITH SOUTHEASTERLY LINE SAID LOT 5 46 FEET THENCE EAST
PARALLEL WITH SOUTH LINE ALLEN AVENUE TO EAST LINE SAID LOT THENCE
SOUTH ALONG EAST LINE SAID LOT TO SOUTHEAST CORNER THEREOF THENCE
SOUTHWESTERLY ALONG SOUTHEASTERLY LINE SAID LOT 68 FEET TO POINT OF
BEGINNING BLOCK 215.

Date: July 17, 2019
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
**RE: Resolution Authorizing Ballot Language for Charter
Amendment Regarding Civil Service**

SUMMARY OF REQUEST: To adopt the resolution to place a question on the November 5, 2019 ballot to amend the Civil Service procedure for filling positions of employment to eliminate the "Rule of 3" for adoption by the voters of the City of Muskegon.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the resolution.

CITY OF MUSKEGON

RESOLUTION NO. _____

A Resolution of the City of Muskegon City Commission to amend the Civil Service procedure for filling positions of employment to eliminate the “Rule of 3” for adoption by the voters of the City of Muskegon.

The City Commission of the City of Muskegon resolves the following amendment to the City Charter shall, upon approval of the Governor, be submitted to the Electors of the City in accordance with the Home Rule Cities Act of the State of Michigan

Proposed Charter Amendment

City of Muskegon

Amend Article XV, by amending Section 5 to read as follows:

ARTICLE XV. CIVIL SERVICE

Section 5 Filling positions, procedure.

The head of any department in which a position is to be filled shall notify the commission of that fact and in the event the position is to be filled by promotion from one grade of service to another, then the commission shall certify to the appointing officer the name and address of all employees seeking the promotion who meet the minimum qualification, but in the event that the position to be filled is one for which no employee may promote to the position then the commission shall certify to the appointing officer the names and addresses of all applicants meeting the minimum qualifications. At or before the expiration of the period of probation the head of the department or office in which a candidate is employed may, with the consent of said commission, based upon the written reasons submitted to it, discharge him, or the commission may transfer him to another department with the consent of the head of such department, but if not discharged prior to the expiration of the period of probation, as hereinafter fixed, his appointment shall be deemed completed.

BE IT FURTHER RESOLVED that the following language be placed upon the ballot at the next election in accordance with the Home Rule Cities Act:

**PROPOSED AMENDMENT TO SECTION 5 (FILING POSITIONS) OF
CHAPTER XV (CIVIL SERVICE) OF MUSKEGON CITY CHARTER**

Section 5 of Chapter XV of the City of Muskegon Charter currently limits an appointing authority's selection of a new city employee to "the three persons standing highest on the eligible list". This proposal would allow the appointing authority to review all qualified applicants and select a new city employee from the list of qualified applicants. Shall Section 5 of Article XV of the City Charter be amended to authorize an appointing authority to select a new city employee from the list of all qualified applicants?

BE IT FURTHER RESOLVED that the proposed charter amendment, as adopted by the City Commission on _____, 2019 be published in the Muskegon Chronicle, and a reasonable number of copies made available to the public before the said election.

This resolution adopted:

AYES: Commissioners

NAYES:

ABSENT:

CITY OF MUSKEGON

By _____
Ann Marie Meisch, City Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the city commission members of the City of Muskegon, Michigan, held on the ____ day of _____, 2019 and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

Ann Marie Meisch, City Clerk