

**City of Muskegon
City Commission Meeting
Agenda**

July 11, 2023, 5:30 pm

Muskegon City Hall

933 Terrace Street, Muskegon, MI 49440

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

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

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

Pages

- | | |
|--|--------------------|
| <ul style="list-style-type: none">1. Call To Order2. Prayer3. Pledge of Allegiance4. Roll Call5. Honors, Awards, and Presentations6. Public Comment on Agenda Items7. Consent Agenda7.a <u>Approval of Minutes - City Clerk</u>7.b <u>Easement for Electric Facilities at 159 McLaughlin Ave - Planning</u> | <p>1</p> <p>17</p> |
|--|--------------------|

7.c	<u>GARE Membership - Manager's Office</u>	23
7.d	<u>Land Bank Lot Purchase - Development Services</u>	31
7.e	<u>Second ARP Amendment for West Urban - Development Services</u>	35
7.f	<u>123.NET Metro Act Permit Extension - DPW</u>	37
7.g	<u>Lead Service Line Replacements - DPW</u>	50
7.h	<u>Morton Street Reconstruction - DPW</u>	59
7.i	<u>Wilcox-Thompson Street Reconstruction - DPW</u>	68
7.j	<u>Harbour Towne & Edgewater Lift Station Repairs Project - DPW</u>	79
7.k	<u>Contract Award - Keating Industrial to Port City</u>	83
7.l	<u>Olthoff Drive Extension Project Change Order - DPW</u>	85
7.m	<u>Shoreline Drive Pilot Phase II - DPW</u>	87
7.n	<u>Splashpad RFQ/RFP - DPW</u>	91
7.o	<u>Lot Sale - 1690 Creston Street - Planning</u>	104
7.p	<u>Updated EGLE Loan Resolutions for Shaw Walker and Harbor 31 - Economic Development</u>	113
7.q	<u>Amendment to Sale of 754 Leonard Ave - Manager's Office</u>	117
7.r	<u>Gaming Resolution for Friends of Art - City Clerk</u>	125
8.	Public Hearings	
8.a	<u>Establishment of a Commercial Redevelopment District - 420 S. Harvey Rental and Storage LLC - Economic Development</u>	127
8.b	<u>Request for a Commercial Facilities Exemption Certificate - 420 S. Harvey Rental and Storage LLC - Economic Development</u>	131
9.	Unfinished Business	
10.	New Business	
10.a	<u>Bike Path Relocation at Adelaide Pointe - Manager's Office</u>	172

11. Any Other Business
12. Public Comment on Non-Agenda items
13. Closed Session
14. Adjournment

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023		Title: Approval of Minutes	
Submitted By: Ann Marie Meisch, MMC		Department: City Clerk	
Brief Summary: To approve the minutes of the June 12, 2023 Worksession and June 13, 2023 Regular meeting.			
Detailed Summary & Background:			
Goal/Focus Area/Action Item Addressed:			
Amount Requested:		Amount Budgeted:	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: To approve the minutes.			
<i>Approvals: Get approval from division head at a minimum prior to sending to the Clerk.</i>		Guest(s) Invited / Presenting	
Immediate Division Head	☐	Information Technology	☐
Other Division Heads	☐	Communication	☐
Legal Review	☐		
Yes		☐	
No		☐	
For City Clerk Use Only: Commission Action:			

City of Muskegon

Work Session

Minutes

June 12, 2023, 5:30 pm

Muskegon City Hall

933 Terrace Street, Muskegon, MI 49440

Present: Mayor Ken Johnson
Commissioner Rachel Gorman
Commissioner Rebecca St.Clair
Commissioner Eric Hood
Commissioner Teresa Emory
Commissioner Michael Ramsey

Absent: Vice Mayor Willie German, Jr.

Staff Present: City Manager Jonathan Seyferth
City Clerk Ann Meisch

2023-66

1. Call to Order

Mayor Johnson called the worksession meeting to order at 5:30 p.m. on Monday, June 12, 2023.

2. New Business

2.a 3rd Quarter Budget Reforecast - Finance

At this time staff is asking for approval of the 3rd Quarter Budget Reforecast for the FY2022-23 budget year. Some highlights from the 3rd Quarter reforecast are as follows:

GENERAL FUND

Building Permit revenue is expected to go up significantly with the spring construction projects. We are increasing the revenue from \$810,000 to \$1,400,000. We also, had to increase the costs that we pay to Safebuilt because they receive a percentage of revenue. The increase cost is reflected in the Building Department's contractual service line.

Income Tax revenues remain strong. We are going to keep the revenue projection at \$10,750,000. We may have to increase this amount in the 4th Quarter. However, we did increase Penalty and Interest collections for Income Tax from \$230,000 to \$290,000.

Last year, the General Fund had an \$918,391.50 unrealized loss from investment income. This year with the uncertainty of the market we budgeted for a \$450,000 unrealized loss. However, thru the 3rd Quarter the unrealized loss was only \$287,000. We are going lowering the unrealized loss for the year to \$250,000 with the hope that we actually have a gain by the end this fiscal year.

The General Fund usually transfers funds to other funds. We have made some changes for the third quarter.

- The Public Improvement fund no longer needs \$50,000 from the General Fund.
- The Local Street fund no longer needs \$235,000 from the General Fund. They will get some of their funds from the Major Street fund.
- The Arena needs an additional \$600,000 from the General Fund due to some one-time costs to cover some unexpected one-time costs and audit adjustments from the previous fiscal year.

The General Fund had a lot of small revenue adjustment that our highlighted on the worksheets.

We are 75% thru the fiscal year. The General Fund revenues exceed expenditures by a little more than \$207,000. The General Fund is on pace to almost breakeven with the 3rd Quarter amendments. I am hopeful that we will finish in the black this year.

ARENA FUND

The Arena Revenues are up in almost every category. Arena revenues are up almost \$200,000 from a year ago.

Despite the increase in revenue the Arena needs a total of \$950,000 from the General Fund to cover some unexpected one-time costs and audit adjustments from the previous fiscal year.

PUBLIC IMPROVEMENT FUND

The Public Improvement Fund is doing great. The original budget projected \$480,000 for the sale of our Infill Houses. So far this year, the sale of Infill Houses exceeded \$1,375,000. We expect that sales by the end of year to be \$2,700,000.

STREET FUND

The Public Works Director wants to transfer \$150,000 from the Major Street fund to the Local Street fund.

Finance Director Ken Grant presented the 3rd Quarter reforecast information, discussion took place, and the 3rd Quarter reforecast will appear on the June 13, 2023 Regular Commission Meeting agenda for consideration.

2.b Transmittal of 2023-24 Proposed Budget - Finance

At this time staff is transmitting to the City Commission the proposed budget for fiscal year 2023-24 which starts July 1, 2023. Both hardcopy and electronic versions of the budget have been distributed to Commissioners. Additionally, the budget is available for inspection on the City's website and at the City Clerk's office. The proposed budget will be reviewed in detail with staff at the June 12, 2023 work session. A public hearing on the budget will be held at the regular Commission meeting on June 13, 2023. City ordinance requires that the budget be adopted by the Commission on or before the second Commission meeting in June.

<https://muskegon-mi.gov/proposed-budget-for-2023-2024/>

City Manager Jonathan Seyferth reviewed highlights of the proposed 2023-24 Fiscal Year Budget and discussion took place. A public hearing on the proposed budget will be held at the next regular City Commission meeting on June 13, 2023.

2.c Shoreline Drive Traffic Pilot Phase 2- Public Works

Staff is requesting guidance regarding traffic control services for the Shoreline Drive Road Diet Pilot Phase 2, based on the previously completed study and Commission's previous direction.

At the worksession meeting on March 13, 2023, our consultant ProgressiveAE presented the results of the Phase 1 Shoreline Drive Traffic Pilot. The report

showed the first phase of the pilot had presented mixed results, and recommended further study in the form of a second phase that would be longer and would occur during the summer tourism and event season.

At that worksession meeting, the Commission expressed support for the second phase, but asked that staff return with several different options for implementing the second phase based on a desire to balance cost and complexity.

Staff solicited pricing for two items – the items necessary for the traffic control setup, and a set of plantings that would encourage travelers to envision the corridor in a less vehicle-focused state. Staff will present these costs, and request guidance on the amount of investment supported for the second phase of the pilot.

Discussion took place and this item will be returned to the Commission for formal consideration at a later date.

3. Public Comment

No public comments were received.

4. Adjournment

The Work Session meeting adjourned at 7:12 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

City of Muskegon
City Commission Meeting
Minutes

June 13, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

Present: Mayor Ken Johnson
Commissioner Rachel Gorman
Commissioner Rebecca St.Clair
Commissioner Eric Hood
Commissioner Michael Ramsey

Absent: Vice Mayor Willie German, Jr.
Commissioner Teresa Emory

Staff Present: City Manager Jonathan Seyferth
City Clerk Ann Meisch
City Attorney John Schrier
Deputy City Clerk Kimberly Young

1. Call To Order

Mayor Johnson called the Muskegon City Commission Meeting to order at 5:30 p.m.

2. Prayer

Pastor Bill Eutricht, First Lutheran Church, opened the meeting with a prayer.

3. Pledge of Allegiance

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

4. Roll Call

As recorded above

5. Honors, Awards, and Presentations

6. Public Comment on Agenda Items

No public comments were received.

7. Consent Agenda

Action No. 2023-67

Motion by: Commissioner Ramsey

Second by: Commissioner Gorman

To accept the consent agenda as presented, minus item 7e and 7j.

Ayes: (5): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, and Commissioner Ramsey

Absent (2): Vice Mayor German, and Commissioner Emory

MOTION PASSES (5 to 0)

7.a Approval of Minutes - City Clerk

To approve the minutes of the May 8, 2023 Worksession and May 9, 2023 Regular Commission Meeting.

STAFF RECOMMENDATION: To approve the minutes.

7.b County HR Contract - City Manager

Staff is seeking approval of an amendment to our contract with Muskegon County for Human Resources services. Staff has become aware that there is a greater need for the administration of human resources services to ensure efficient operations. This contract amendment includes a County HR employee working full time at city offices as well as options to update and streamline some of our HR processes. Our goal is for all staff to become familiar with the onsite resource and direct more interaction with that staff member to better access the services provided by the county while reducing the need for the city's counsel to be involved in more routine HR situations.

AMOUNT REQUESTED: \$145,000

AMOUNT BUDGETED: \$145,000 in FY 23/24

FUND OR ACCOUNT: 101-269

STAFF RECOMMENDATION: To approve the amendment to the contract with Muskegon County for Human Resources services and authorize the Mayor and Clerk to sign.

7.c 3rd Quarter Budget Reforecast

At this time staff is asking for approval of the 3rd Quarter Budget Reforecast for the FY2022-23 budget year. Staff has prepared the 3rd Quarter Budget Reforecast memo, the highlights are as follow:

GENERAL FUND

Building Permit revenue is expected to go up significantly with the spring construction projects. We are increasing the revenue from \$810,000 to \$1,400,000. We also, had to increase the costs that we pay to Safebuilt because they receive a percentage of revenue. The increase cost is reflected in the Building Department's contractual service line.

Income Tax revenues remain strong. We are going to keep the revenue projection at \$10,750,000. We may have to increase this amount in the 4th Quarter. However, we did increase Penalty and Interest collections for Income Tax from \$230,000 to \$290,000.

Last year, the General Fund had an \$918,391.50 unrealized loss from investment income. This year with the uncertainty of the market we budgeted for a \$450,000 unrealized loss. However, thru the 3rd Quarter the unrealized loss was only \$287,000. We are going lowering the unrealized loss for the year to \$250,000 with the hope that we actually have a gain by the end this fiscal year.

The General Fund usually transfers funds to other funds. We have made some changes for the third quarter.

- The Public Improvement fund no longer needs \$50,000 from the General Fund.
- The Local Street fund no longer needs \$235,000 from the General Fund. They will get some of their funds from the Major Street fund.
- The Arena needs an additional \$600,000 from the General Fund due to some one-time costs to cover some unexpected one-time costs and audit adjustments from the previous fiscal year.

The General Fund had a lot of small revenue adjustment that our highlighted on the worksheets.

We are 75% thru the fiscal year. The General Fund revenues exceed expenditures by a little more than \$207,000. The General Fund is on pace to almost breakeven with the 3rd Quarter amendments. I am hopeful that we will finish in the black this year.

ARENA FUND

The Arena Revenues are up in almost every category. Arena revenues are up almost \$200,000 from a year ago.

Despite the increase in revenue the Arena needs a total of \$950,000 from the General Fund to cover some unexpected one-time costs and audit adjustments from the previous fiscal year.

PUBLIC IMPROVEMENT FUND

The Public Improvement Fund is doing great. The original budget projected \$480,000 for the sale of our Infill Houses. So far this year, the sale of Infill Houses exceeded \$1,375,000. We expect that sales by the end of year to be \$2,700,000.

STREET FUND

The Public Works Director wants to transfer \$150,000 from the Major Street fund to the Local Street fund.

STAFF RECOMMENDATION: To approve the 3rd Quarter FY2022-23 Budget Reforecast as presented.

7.d Sanitation Fee Resolution - Finance

The FY2023-24 budget calls for the Sanitation Fee to be increased from \$3.50 per month to \$4.00 per month, this resolution establishes the Sanitation Fee for FY 2023-24. This will increase the sanitation fee to \$4.00 per month to cover the shortfall between charges and millage collected for sanitation.

STAFF RECOMMENDATION: To adopt the Sanitation Fee Resolution for FY 2023-24.

7.f Meeting Management Software - City Clerk

Staff is seeking commission approval to enter into an agreement with CivicPlus for Agenda and Meeting Management Software.

STAFF RECOMMENDATION: To authorize the City Clerk to enter into an agreement with CivicPlus for Agenda and Meeting Management.

7.g Purchase of DMDC Parking Lots at 387 and 401 Morris - Development Services

The DMDC is selling the parking lots behind the Chamber of Commerce and Russell Block/Century Club buildings and staff is requesting the City acquire them and the environmental studies completed on them in winter of 2023 for \$524,000.

In 2022, the DMDC board approached the city about financial difficulties and mentioned that they were interested in selling the parking lots. City leadership expressed interest, and then DMDC decided to sell the lots to the Community Foundation, and told staff they would remain public parking. Some time later, the Foundation mentioned they may end up charging for parking at this location and that they required that existing building owners with deeded spaces to relinquish those rights. This caused some disagreement between stakeholders, and so the city offered to again be the buyer as we would keep the parking public and freely available. Further, in the event we eventually achieve enough density downtown to necessitate a public parking structure, this lot is specifically mentioned in our parking strategy documents as an ideal site.

The DMDC and Foundation agreed to this solution, and so we are seeking to move forward with the purchase of these lots to retain as publicly available parking in the downtown area. The resources for this purchase are included in the proposed fiscal 2023/24 Public Improvement Fund. If approved, we will close on the lots and take possession after July 1, 2023. The attached appraisal completed by a third party informed the asking price, which is consistent with market rate in the downtown area for improved property.

AMOUNT REQUESTED: \$524,000

AMOUNT BUDGETED: \$524,000 (FY23/24)

FUND OR ACCOUNT: Public Improvement Fund (445)

STAFF RECOMMENDATION: To authorize the purchase of the lots at 387 and 401 Morris as presented.

7.h BGCML Summer Camp Use Agreement - Parks & Rec

Staff is requesting the approval of an agreement with Boys & Girls Clubs of Muskegon Lakeshore for usage of park facilities for camps in the 2023 summer season. Boys & Girls Clubs of Muskegon Lakeshore will be hosting summer camps from June through August at 3 park locations:

Smith Ryerson, McGraft and Reese. This camp will be at no cost to participants and will also include meals in partnership with Muskegon Public Schools and Kids Food Basket. The agreement was drafted by Parmenter Law at staff's request.

STAFF RECOMMENDATION: To authorize staff to enter into an agreement with Boys & Girls Club of the Muskegon Lakeshore for summer programming in City parks.

7.i Meter Vendor Change - Public Works

Staff requests authorization to change our sole-source meter supplier based on customer service, improving technology and supply chain concerns.

The Water Department has used Sensus as our meter supplier since approximately 2008, including radios that broadcast a signal capable of being read by units in our water department trucks. Over the course of the last year, Sensus meters (in particular, the radio portion) have become very difficult to obtain. The latest estimates from our supplier indicate it will be almost a year before we can obtain more units. The department uses hundreds of meters in a year as a part of our construction projects (like Sanford), our lead service line replacement efforts, and our regular meter changing program, and our stock of meters has dwindled to essentially zero.

In order to continue to be able to change meters as needed, and to take advantage of newer technology that will allow the department to read meters by simply pushing a button at City Hall, staff reviewed two alternatives to the Sensus meter – Master Meter and Metron, and has determined that Master Meter, represented locally by supplier Core & Main, will best serve the City and our residents.

The Master Meter uses a fixed-base radio read system. Radio receivers will be installed on our water towers and other high points (such as the cellular tower at the Water Filter Plant), and those receivers will be able to read the meters throughout the City in a single operation at any time, simply by the push of a button. The meters also include new features that will assist our residents in keeping their water bills low, such as leak detection and temperature sensors. A web portal is used to activate these features, and the department plans to roll out the web portal to customers once we have begun to install them and DPW and Treasury staff have had a chance to configure the portal to show information we believe is beneficial for public use.

Another major factor in the decision was the local representation. Metron (not selected) is based in Boulder, Colorado, and all sales and support staff are based there. Master Meter has a very competent sales and support team at Core & Main, a supplier with a West Michigan office that the department uses for certain other parts and piping. We are confident that any future issues encountered, such as supply chain issues, will be much better communicated and more easily solved with professional help available on site within hours rather than days.

The attached quote from Master Meter is broken down into various meter sizes. It can be a bit difficult to read, but in summary Master Meter is cheaper than Sensus and Metron for equivalent sizes. They also offer a radio unit that can be retrofitted onto some of our larger commercial meters that were recently replaced with Sensus units, so those meters will still work with the fixed-base radio read system and be available on the web portal for customer viewing.

Due to the variable use rate of meters throughout the year, and the need to use the same type and manufacturer of meter to keep system parts interchangeable and repairable, staff requests authorization to purchase Master Meter units from Core & Main as needed within Commission-approved budgeted amounts, as has been past practice.

STAFF RECOMMENDATION: To designate Master Meter as the City's preferred water meter vendor, and to authorize staff to purchase meters as needed within Commission-approved budgeted amounts.

7.k Fireworks Display Permit for Muskegon Country Club - City Clerk

Pyrotecnico is requesting approval of a fireworks display permit for June 30, 2023 at the Muskegon Country Club, 2801 Lakeshore Drive. The fire Marshall will inspect the fireworks on the day of the event.

STAFF RECOMMENDATION: Pyrotecnico is requesting approval of a fireworks display permit for June 30, 2023 at the Muskegon Country Club, 2801 Lakeshore Drive. The fire Marshall will inspect the fireworks on the day of the event.

7.l Social District Permit Recommendation - City Manager

The City Commission must recommend approval of the Michigan Liquor Control Commission permits of participating licensed establishments in the Downtown Muskegon Social District. : With the establishment of the

Downtown Muskegon Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. The Hissom Restaurant Group LLC (dba The Early Owl) has been a social district participating licensed establishment at its Dr. Rolf's Barbeque. The restaurant group is now opening The Early Owl at 451 W. Western Avenue.

STAFF RECOMMENDATION: To approve the resolution recommending Michigan Liquor Control Commission approval of Social District permit in the Downtown Muskegon Social District for Hissom Restaurant Group (dba The Early Owl) and to direct the City Clerk to certify the City Commission action with the MLCC.

7.m Sale of 301 McLaughlin Avenue - City Manager

Staff is requesting approval of a purchase agreement for 301 McLaughlin Avenue. 301 McLaughlin Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is over the full listing price with no seller concessions. The offer also includes costs to cover appliances.

STAFF RECOMMENDATION: To approve the purchase agreement for 301 McLaughlin Avenue.

7.n Sale of 355 McLaughlin Avenue - City Manager

Staff is requesting approval of a purchase agreement for 355 McLaughlin Avenue. 355 McLaughlin Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is over the full listing price with no seller concessions. The offer also includes costs to cover appliances and central air.

STAFF RECOMMENDATION: To approve the purchase agreement for 355 McLaughlin Avenue.

7.e Placement of Public Benches - City Clerk

Howell Sign Co. LLC recently purchased the agreement for the placement of the public benches from Perma. That agreement has since expired. Staff has been working with the new owner and is recommending approval of a new agreement with some changes. Staff would like to reduce the agreement from 10 years to 5 years as well as increase the cost of the encroachment from \$5 to \$6 per month per bench. The old agreement

allowed 40 benches. Staff would like to work with the new company to find locations that are mutually acceptable and allow the number of benches to be at staff's discretion.

STAFF RECOMMENDATION: To allow staff to negotiate the amount of and placement of the benches and authorize the Clerk and Mayor to sign the agreement.

Action No. 2023-68(e)

Motion by: Commissioner Ramsey

Second by: Commissioner St.Clair

To allow staff to negotiate the amount of and placement of the benches and authorize the Clerk and Mayor to sign the agreement.

Ayes: (5): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, and Commissioner Ramsey

Absent (2): Vice Mayor German, and Commissioner Emory

MOTION PASSES (5 to 0)

7.j Sherman Reconstruction MDOT Contract - Public Works

Staff is requesting approval of the contract with MDOT for the reconstruction of Sherman Boulevard from Seaway Drive to 700 feet east of Barclay Drive, and approval of the resolution authorizing the Clerk and DPW Director to sign the contract.

STAFF RECOMMENDATION: To approve of the standard MDOT contract for the reconstruction of Sherman Boulevard and the included resolution authorizing the Clerk and DPW Director to sign.

Action No. 2023-68(j)

Motion by: Commissioner St.Clair

Second by: Commissioner Ramsey

To approve the standard MDOT contract for the reconstruction of Sherman Boulevard and the included resolution authorizing the Clerk and DPW Director to sign.

Ayes: (5): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, and Commissioner Ramsey

Absent (2): Vice Mayor German, and Commissioner Emory

MOTION PASSES (5 to 0)

8. Public Hearings

8.a Transmittal of 2023-24 Proposed Budget - Finance

At this time staff is transmitting to the City Commission the proposed budget for fiscal year 2023-24 which starts July 1, 2023. Both hardcopy and electronic versions of the budget have been distributed to Commissioners. Additionally, the budget is available for inspection on the City's website and at the City Clerk's office. The proposed budget was reviewed in detail with staff at the June 12, 2023 work session. A public hearing on the budget is being held at the regular Commission meeting on June 13, 2023. City ordinance requires that the budget be adopted by the Commission on or before the second Commission meeting in June.

<https://muskegon-mi.gov/proposed-budget-for-2023-2024/>

STAFF RECOMMENDATION: To close the public hearing and approve the proposed budget for fiscal year 2023-24.

Budget will be voted on at the next meeting in June.

PUBLIC HEARING COMMENCED: No public comments were received.

Action No. 2023-69

Motion by: Commissioner Ramsey

Second by: Commissioner St.Clair

To close the public hearing.

Ayes: (5): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, and Commissioner Ramsey

Absent (2): Vice Mayor German, and Commissioner Emory

MOTION PASSES (5 to 0)

9. Unfinished Business

10. New Business

11. Any Other Business

11.a Short Term Rental Regulation Update

Mayor Johnson requested an update on the review of Short Term Rental Regulations, City Manager Jonathan Seyferth provided some information. There will be a comprehensive update at a meeting in July.

11.b Taste of Muskegon Recognition

Commissioner St. Clair recognized Clerk Ann Meisch and all of the staff and volunteers that worked Taste of Muskegon. The event was a great success with record sales, perfect weather, and twenty eight food vendors. Staff from many different departments participated and contributed to the success of the event.

12. Public Comment on Non-Agenda items

Public comments were received.

13. Closed Session

14. Adjournment

The City Commission meeting adjourned at 6:05 p.m.

Motion by: Commissioner Ramsey

Second by: Commissioner Hood

MOTION PASSES

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023		Title: Easement for Electric Facilities at 159 McLaughlin Ave.
Submitted By: Hope Griffith		Department: Planning Dept.
Brief Summary: Consumers Energy is seeking a thirty (30) foot wide strip of land, being fifteen (15) feet on each side of the centerline to obtain electricity for the construction of a residential structure at 159 McLaughlin Ave. which is a City owned parcel that is being developed.		
Detailed Summary & Background: Consumers Energy has requested an easement for utility pole(s) on each side of the centerline to obtain electricity for the construction of a residential structure at 159 McLaughlin Ave. which is a City owned parcel that is being developed.		
Goal/Focus Area/Action Item Addressed: Goal 3 Focus Area: Foster strong ties among government & community agencies.		
Amount Requested: N/A	Amount Budgeted: N/A	
Fund(s) or Account(s):	Fund(s) or Account(s):	
Recommended Motion: To grant an easement to Consumers Energy on the City's property for 159 McLaughlin Ave. and authorize the Mayor to sign the easement documents.		
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		

EASEMENT FOR ELECTRIC FACILITIES

Master Tract# ROW000916078519
SAP# 1066673159
Design# 11505647
Agreement# MI00000072154

CITY OF MUSKEGON, a Michigan municipal corporation, whose address is PO Box 536, 933 Terrace Street, Muskegon, Michigan 49443 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [*exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)*] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Muskegon, County of Muskegon, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: CITY OF MUSKEGON, a Michigan municipal corporation

Signature
By: _____
Print name
Its: _____
Print title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,
on _____ by _____, _____ of City of Muskegon, a
Date Name Title
Michigan municipal corporation, on behalf of the corporation.

Notary Public

Print Name

County, _____
Acting in _____ County
My Commission expires: _____

PROPERTY OWNERS MAIL

SIGNED EASEMENT TO:

Brian Moore
Consumers Energy Company
700 East Sternberg Rd
Muskegon, MI 49441

Prepared By:
Rebecca Hyatt 6/15/23 EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE
ONLY**

Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Muskegon, County of Muskegon, State of Michigan:

The West 74.00 feet of Lot 1, Block 266, City of Muskegon Revised Plat of 1903, being part of the Northwest 1/4 of Section 29, Town 10 North, Range 16 West, according to the recorded plat thereof, Muskegon County Records.

Also known as: 159 McLaughlin Avenue, Muskegon, Michigan 49442

Parcel ID: 61-24-205-266-0001-00

AND

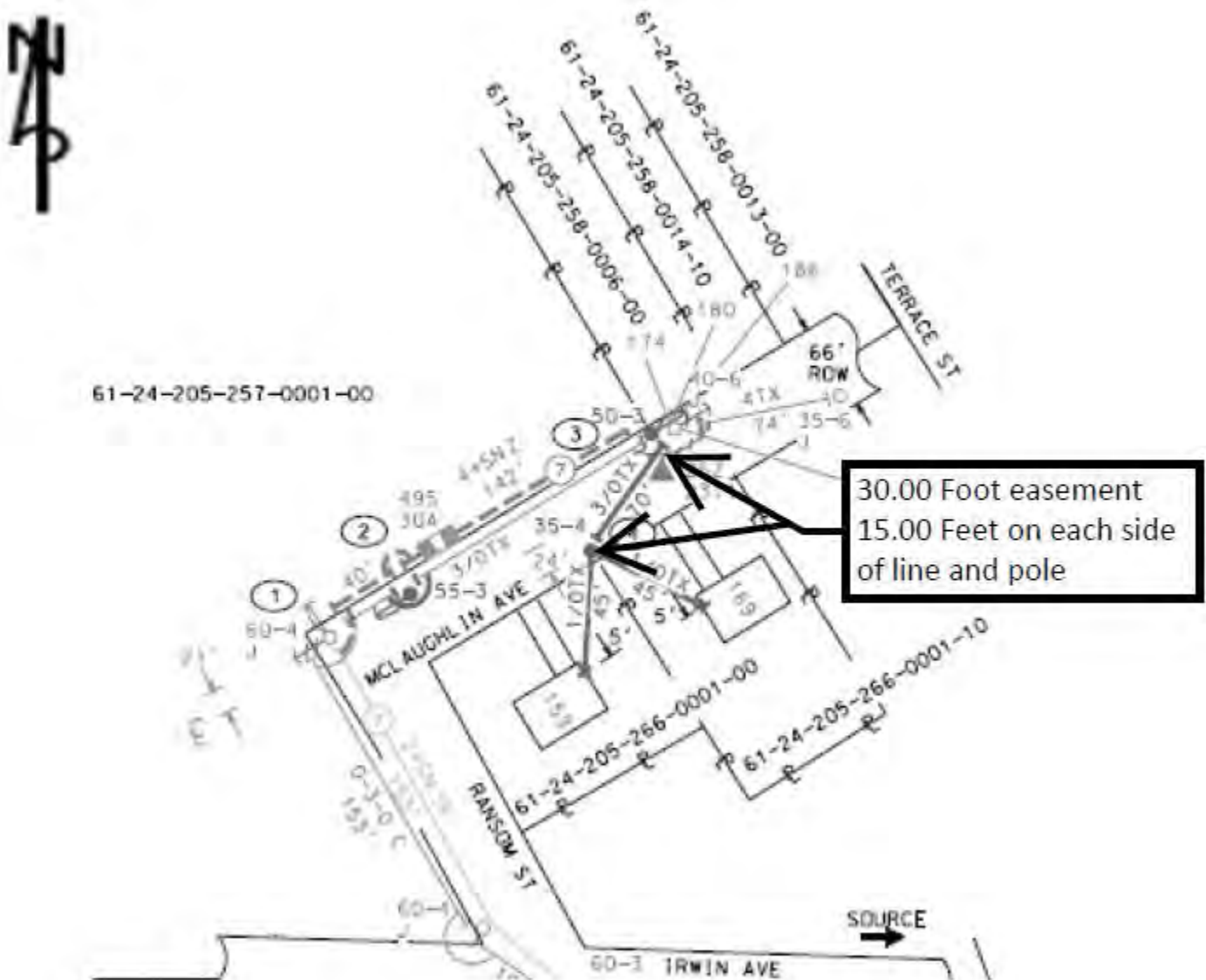
Lot 1, Block 266, City of Muskegon Revised Plat of 1903, being part of the Northwest 1/4 of Section 29, Town 10 North, Range 16 West, except the West 74.00 feet thereof, according to the recorded plat thereof, Muskegon County Records.

Also known as: 169 McLaughlin Avenue, Muskegon, Michigan 49442

Parcel ID: 61-24-205-266-0001-10

Easement Area

A 30.00-foot-wide strip of land, being 15.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.



INSTRUCTIONS FOR SIGNING EASEMENTS

- 1) **DO NOT SIGN ON THIS SHEET, EXAMPLE ONLY!**
- 2) Sign where indicated, with **Legal Names** in **BLACK INK**.
- 3) Type or Print names **IN BLACK INK** under **ALL** signatures, **including** notary's signature.

“The State requires that printing be black ink on white paper for forms presented for recording.”

- 4) Notary is to sign their name and stamp, type, or print remaining necessary information. Also complete the acknowledgement using signing date in both places.
- 5) Any changes made to this document will be considered **NULL and VOID**. Any errors found on said document upon receipt, will also be considered as **NULL and VOID**. If, for any reason, changes need to be made, prior approval from the area Right-of-Way Specialist is required.
- 6) **If you have a relative that is a notary, they CAN NOT notarize this signature!**

EXAMPLE:

Date: _____ (date document is signed)

Owner:

(SIGNATURE)

Type or print owners name here
(Legal first name, Middle initial, Last name)

BOTH DATES MUST BE THE SAME!!!

(SIGNATURE)

Type or print owners name here
(Legal first name, Middle initial, Last name)

Acknowledgment

The foregoing instrument was acknowledged before me in (name of county) County, Michigan,

on _____ (date document is signed) by _____ (print owners names (as indicated above) and marital
Date Print Owner's Name(s)

status on these two lines)

(SIGNATURE)

(Type or print name here) Notary Public

_____, Notary Public
County, Michigan

Acting in _____ County

My Commission expires: _____

Place Stamp & Seal in this location only

Notary Stamp (place above line)

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: GARE Membership
Submitted By: LeighAnn Mikesell	Department: Manager's Office
Brief Summary: Staff is seeking approval to formally apply for membership with the Government Alliance on Race & Equity.	
Detailed Summary & Background: Staff had participated with Ottawa County where we began work with the GARE framework. Staff is committed to achieving racial equity through improvements to our policies, practices, and procedures. We have re-established the Core Team and expect to complete an audit of our current practices. It is important to us to formally join the GARE community and benefit from the resources they provide. Our membership comes with expectations that we will share our experiences, insights, challenges, and successes with other GARE members. We are encouraged to share our affiliation with GARE across our networks, media assets, and the public and to follow GARE's social media policy. Staff propose joining as Core members which means our entire city government is included, and every employee has access to the resources. Based on our number of employees, annual dues are \$1,000.	
Goal/Focus Area/Action Item Addressed: More integrated community	
Amount Requested: \$1,000	Budgeted Item: Yes ☐ No ☒
Fund(s) or Account(s): 101-172	Budget Amendment Needed: Yes ☐ No ☒
Recommended Motion: To approve formal application to join the Government Alliance on Race & Equity.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒



LOCAL AND REGIONAL
GOVERNMENT ALLIANCE ON
RACE & EQUITY

GARE MEMBERSHIP GUIDEBOOK

Spring 2023

Welcome to the GARE Network!

You have joined us at an exciting time. We have just [completed our program re-design in late 2022](#) thanks to the input, insights, and perspectives of more than 750 racial equity practitioners and are now moving into implementation! We heard our network wants to build and deepen peer-to-peer connections through differentiated engagement opportunities, as well as new tools and resources, and upgraded systems and network infrastructure, [and we have welcomed new staff members to help steward how we, as a network, live into this broader vision](#). We're so glad you're with us!

This Guidebook is meant to help you navigate the network, programs, and resources available to you as a member of GARE. If you are not able to find the resources or information that you need in this Guidebook, please reach out to us at gare@raceforward.org.

TABLE OF CONTENTS

1. Context for GARE Redesign
 2. Connecting with GARE Staff & Info
 3. Current Program Offerings
 4. Access to the Network, Portal & Resources
 5. Contracts, Learning Communities & Trainings
 6. Steering Committee
 7. Membership Renewals
-

1. CONTEXT FOR THE GARE REDESIGN

The GARE Network has expanded significantly since membership began with 12 jurisdictions in 2014. We are grateful that, today, over 467 jurisdictions are members of the GARE network. The programmatic partnerships, depth and frequency of program offerings and capacity-building support GARE offers has expanded well beyond what we offered during our formative years. The public demand for racial justice and the work of GARE members to achieve racial equity results are fueling the growth of GARE. We anticipate that public demand for racial equity in government will continue – and we expect that GARE will continue to play a leadership role in the movement for racial justice.

Our movement for racial equity in government has grown and become more influential than we could have imagined, even leading to a [federal Executive Order shaped by the GARE model](#). And with growth comes change. In order to fully support this vibrant community and harness emerging opportunities (as well as meet the growing challenges), we've needed to look ahead. As members, you have generously shared ideas, reflections, and your view of the best path forward. After engaging almost 800 members of this community, we can confidently say, we have listened. In response to your input, we are doubling staff and reshaping our priorities to meet yours.

2. CONNECTING WITH GARE STAFF & INFO

Informational Sessions

GARE Informational Sessions are for anyone who is interested in learning more about GARE. We explore GARE's approach, provide information about how cities, counties and other government agencies can join, and provide an overview of our online community - the GARE Network Portal. We encourage new and new-to-GARE employees of GARE member jurisdictions to attend, as well as non-GARE members, whether that is government staff who are curious to learn more, elected officials, or community residents.

Register in advance for this meeting by [clicking here](#). After registering, you will receive a confirmation email containing information about joining the meeting.

Materials from these sessions are available [here](#)!

Newsletter



- The best way to stay up-to-date about new and current program offerings is to subscribe to our *new* in-network practitioners monthly [newsletter](#) and turn your daily digest alerts on from the GARE Network [Member Portal](#) where we will continue to share updates and reminders of network engagement opportunities.

3. CURRENT PROGRAM CONNECTION AND OFFERINGS

Our team will spend the majority of 2023 launching newly designed monthly and quarterly online programming that encourages peer-to-peer connection, learning and exchange, as well as different large-scale convenings. Our first large scale in-person event is Governing for All: California, A GARE Statewide Convening (June 2023), a leadership summit (August/September 2023), and Governing for All: A GARE National Convening (late fall 2023). More information is forthcoming!

Employees of GARE member jurisdictions are also invited to join us for monthly programming in addition to other Rapid Response offerings that will be added, as needed. To find out the topic for each program or learn about new offerings, stay tuned to the [Events page](#) on the GARE Portal. If your jurisdiction or team has a program, tool, strategy or plan that you would like to present at a Membership programming session, please email us at gare@raceforward.org.

- **GARE Conversations with...**
 - What: An opportunity to support member jurisdictions in building community and connection as well as providing space for peer learning, leadership development, organizing and collective action, these programs will help to deepen member awareness of the GARE Approach of visualizing, Normalizing, organizing and Operationalizing (VNOO) as well as serve as a space for members and partners to spotlight the next generation of innovative and differentiated approaches that practitioners and government writ large will use to create a just, multiracial democracy.
 - When: Programs will be 75-minutes in length, taking place the 2nd Wednesday of every month from 2pm – 3:15pm ET.
- **GARE Presents...**
 - What: Directly connected to the “GARE Conversations with...” programming, these sessions aim to strengthen the membership's ability to access and implement elements of the GARE approach, to expose members to the newly developed tools and provide a space for peer-to-peer exchanges that lead to potential replication opportunities.
 - When: Programs are 90-minute in length taking place the first Thursday of March, June, September and December from 2pm – 3pm ET.



- **Rapid Response**

- What: Programs and problem-solving sessions focused on high interest or emerging topics.
- When: As needed, stay tuned to the [GARE Member Portal](#) for updates.

-> **HOW TO ATTEND**: All of these events are hosted through Zoom and the registration information is found by signing into your Portal profile and clicking on the respective event under the [Upcoming Events page here](#). It will include a link for the Zoom info; after registering, you will receive an email with a link.

-> **CAN'T ATTEND?** Recordings are available in the folder labeled *GARE Program Recordings & Presentations* [here on the GARE Member Portal](#).

*Please note: Regional Connections, field of practice Working Groups (except for Arts & Culture, Racial Equity CEOs & Libraries), GARE Foundations and Book Club are on pause as our redesign will inform their future.

4. ACCESS TO THE NETWORK, PORTAL & RESOURCES

The GARE Network Portal is a great way to connect with thousands of colleagues from around the country who are working to advance racial equity in government. On the portal, you will find hundreds of recordings of past programs, tools, templates, job descriptions, resources, presentations and much more! Many recordings and resources can be found in the [General Member Group Library](#).

The GARE Network Portal is designed for racial equity changemakers actively leading and implementing racial equity work within government. It is not recommended that jurisdictions share access to the GARE Network Portal with all employees within their jurisdictions, but rather that they share it with those actively engaged in racial equity work in their government roles. This includes those actively participating on racial equity core or departmental teams and those developing or implementing racial equity tools.

Make sure that you are signed up to receive communications from GARE by updating your communication preferences in your profile on the GARE Network Portal.

[Navigate to the Email Preferences page in your profile](#)

[Navigate to the Group Notifications page in your profile](#)



GARE Network Portal

- **Register for a Profile:** The portal is for employees of current GARE member jurisdictions. To register, complete the [form here at this link](#). Be sure to select the GARE member jurisdiction or agency that you work for from the drop-down menu. *Users must register with a government email address that has been identified as an authorized email domain for their jurisdiction.* You will be emailed a link to confirm your request. After you confirm your request, it will be approved by GARE staff within 2-3 business days, at which point you will receive an approval notification.
- **Access Issues / Forgot Password:** Please follow these steps - [Visit here](#) --> navigate to “can’t access your account?” --> enter your email address --> check your email and change your password from the automated email sent to you by the Portal. Tips: use Chrome browser, check your spam, and/or ask your IT department to allow all messages from *connectedcommunity.org* to prevent future communications from being marked as “junk”.
- **Portal Overviews:** Check out videos and other GARE Network Portal orientation materials [here](#). A video showing how to create an account on the GARE Network Portal is available [here](#) [3 min]. A brief video overview of the site is available [here](#) [4 min]. For a more comprehensive orientation (including updating your profile, using the member directory, searching our libraries, posting in discussion spaces, accessing events, and more), please [click here](#) [30 min]. Additionally, feel free to review this document: [Getting Started with the GARE Portal](#). These resources are also available [here](#) in the GARE Portal Resource Library.
- **For further assistance** or to access invitation-only groups, such as the Racial Equity CEOs Working Group or the Steering Committee, please use the [contact us form](#) on the portal.

Resources & Tools

- Check out [the GARE Resources List](#) for some links to frequently used resources related to our theory of change, the GARE approach, manuals, key webinars, podcast/reading suggestions, and more.



5. CONTRACTS, LEARNING COMMUNITIES & TRAININGS

Current/Existing Contracts

All current contracts are being managed on an individual basis dependent on the jurisdiction's needs and GARE's availability.

Potential Future Collaborations

If you are interested in a more customized training opportunity for employees of your city, county, regional, or state agency, we invite you to fill out [our intake form](#). Our Race Forward Training Strategies Team will follow up on those inquiries in a timely manner, and connect you with a team of trainers and affiliate trainers who can deliver content that is specifically tailored to government agencies using the GARE approach.

Jurisdiction-Specific Trainings

Find more information about jurisdiction-specific training, please visit the link [here](#). If you are interested in bringing these trainings to your jurisdiction, please fill out [our intake form](#). Once you've filled out the intake form, a member of the Training Strategies team will reach out to do an intake call to learn more about your needs.

We will also offer an "open to the public" version of our foundational training for government institutions called "Governing for Racial Equity." This workshop, made for advocates working in government, provides an introduction to the role, responsibilities, and opportunities for government to advance racial equity. We focus on normalizing racial equity as a core value with clear definitions of key terminology, operationalizing racial equity via new policies and institutional practice, and organizing, both internally and in partnership with the community. [The next training is July 25th. Register here!](#) Other racial justice training [can be found here](#). Please remember that these trainings receive a 10% discount with your GARE membership!

GARE Employee Survey

For those who are already in the queue or have a contract in place for the racial equity employee survey, please continue to work with Dr. Raintry Salk directly. If you have other questions about our survey, please contact gare@raceforward.org.

6. STEERING COMMITTEE

The GARE Membership Network is organized via a Steering Committee, which endeavors to include representatives from each GARE region.

The Steering Committee is accountable to the GARE membership to:

- Provide input to GARE staff on a biennial work plan, including an approach for tracking progress towards achieving racial equity results;
- Review and approving steering committee procedures, structural adjustments, and changes to the membership agreement;
- Authorize and provide input on the design of member surveys, co-sponsor member surveys (administered by GARE staff), and approve member communications to create and promote member standards of accountability;
- Provide input to Race Forward on strategy to ensure the sustainability and effectiveness of the GARE Network.

In the Spring of 2021, the Steering Committee began a process of receiving nominations for regional representatives who serve 2-year terms that began in September, 2021. An overview of the role of the Steering Committee from February, 2021 is available [here in the Resource Library](#), along with a [roster of current members](#). You must log into the GARE Network Portal to view these documents. For additional information, please contact gare@raceforward.org.

7. MEMBERSHIP RENEWALS

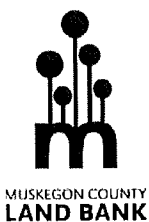
GARE Membership Renewals will still be operating with annual membership dues being prompted and owed based on your jurisdiction's membership cycle. When prompted for a renewal, our team will send an electronic form to confirm your intent to renew and to verify contact/billing information from your jurisdiction. If you have any questions regarding billing, your membership status, or specific documentation needs, please contact gare@raceforward.org with the subject line "GARE Membership Status Inquiry."

We require consent to continued membership through the electronic form in order to generate an invoice for your jurisdiction. Prompt completion of that form will speed the process considerably. If you require an expedited invoice in advance of an upcoming close of fiscal year, please give GARE notice of at least three weeks.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: Land Bank Lot Purchase
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: Staff is seeking approval to purchase 10 additional residential lots from the Muskegon County Landbank to add to our existing infill housing programs.	
Detailed Summary & Background: Staff has been working diligently to get more builders and investors involved in infilling housing for the community in light of the staggering data in our 5 Year Housing Needs Assessment. This has been successful and we are seeing an uptick in lot sales both from our inventory as well as the Land Bank's intended for new construction. We are still working out some issues with the lots intended for the PILOT program with West Urban, and found these lots owned by MCLB are proximal to many of our other builds and future build sites. We would like to get them under site control in order to continue that infill program and ensure we have adequate lots to complete the project successfully. Additionally, there is a higher charge for these lots in particular than we would typically see from the MCLB due to the fact we intend to add them to a PILOT agreement, which will cost them money on the back end.	
Goal/Focus Area/Action Item Addressed: Housing for all, Complete Active Economic Development Projects	
Amount Requested: \$35,000	Budgeted Item: Yes ☒ No ☐
Fund(s) or Account(s): Public Improvement Fund, 23/24 Budgeted Property Acquisitions	Budget Amendment Needed: Yes ☒ No ☐
Recommended Motion: To approve application to Muskegon County Land Bank for purchase of 10 lots as presented for \$35,000, and to authorize closing.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒



Muskegon County Land Bank (MCLBA) Development Plan

(For property without a structure)

Application will not be processed if not completed in its entirety.

CONTACT INFORMATION

Name of developer(s): City of Muskegon

Mailing address: 933 Terrace,

City, State, Zip: Muskegon, MI, 49440

Daytime Phone #: 231-903-2416 Alternate phone #: ~~231-903-~~ 231-724-6780

Fax number: _____ Email address: Jake.Eckholm@shorelinecity.com

PROPERTY INFORMATION

Property addresses and/or parcel ID

Please see attached list

Amount of offer for property: \$3,500 per lot (\$35,000)

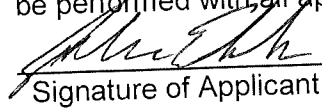
Are you an adjacent property owner? In some cases

Describe intended use of vacant lot:

The city of Muskegon intends to add the attached parcels to its existing infill housing program, offering new construction for sale and for rent product to the community.

Jake Eckholm

To the best of my knowledge the information provided in this application is true and in compliance with MCLBA Policies and Procedures. I understand that the Land Bank staff will review this request and confirm that it is in compliance with these Policies and Procedures and existing Land Bank and neighborhood plans. I further acknowledge improvements made upon this parcel will be performed with all applicable permits and inspections from the local municipality.

 6/25/23
Signature of Applicant Date

This form is a
statement of
interest only. By
receiving it, the
County does not
commit to
transfer
property.

Please Return This Form To:

*Muskegon County Land Bank, Treasurers Office 173 E. Apple Ave. Suite 104
Muskegon, MI 49442
Phone: (231) 724-6170 Fax: (231) 724-6549*

1. 912 Hackley
2. 1056 Windsor
3. 2347 Hudson
4. 828 W. Western
5. 900 W. Grand
6. 462 Washington
7. 1456 Park
8. 1514 Park
9. 314 Grand
10. Unaddressed 7th Street Lot (61-24-205-406-0009-00)

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: Second ARP Amendment for West Urban
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: Staff is seeking approval to add 1 lot at 1077 Sophia to the ARP Agreement for West Urban to construct 3 homes.	
Detailed Summary & Background: In an effort to construct more affordable product and keep our target AMI statistics on track with the buyer pool, we have worked with West Urban to design some housing product that can be built and marketed at lower price points. The lot we are requesting is perfectly shaped to add three smaller units that can be sold for lower costs, making them attainable for low/mod income potential buyers in this interest rate environment. This item does not change the total number of homes we have contracted for the ARP infill housing program, simply where three of them will be located. At the end of the program, we may have lots left over on the exhibit, in which case we will simply terminate the remaining lots from the agreement to free them up for other infill housing programs in the future.	
Goal/Focus Area/Action Item Addressed: Housing for all, Complete Active Economic Development Projects	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☒
Fund(s) or Account(s):	Budget Amendment Needed: Yes ☐ No ☒
Recommended Motion: To approve the Second Amendment to the West Urban Infill Housing Residential Construction Agreement as presented and to authorize the Mayor and Clerk to sign.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

Legal Review



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: 123.NET Metro Act Permit Extension	
Submitted By: Todd Myers	Department: DPW	
Brief Summary: 123.NET requests approval of an amendment to their existing Metro Act permit to access and use the public right-of-way within the city for telecommunications purposes.		
Detailed Summary & Background: 123.Net currently holds a Metro Act permit with the City of Muskegon. That agreement is set to expire on 02/10/2025. 123.Net desires to extend the term of the permit 5 years to 03/27/2028. Several telecommunications companies hold these permits in order to provide services to City residents and businesses. The permit includes restrictions on how and where the lines and other equipment can be installed.		
Goal/Focus Area/Action Item Addressed: Foster strong ties among government & community agencies		
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☐	
Fund(s) or Account(s): N/A	Budgeted Amendment Needed: Yes ☐ No ☐	
Recommended Motion: I move approval of the included Metro Act Permit Extension requested by 123.NET and authorize the DPW Director to sign.		
Approvals:	Legal Review ☒	Guest(s) Invited / Presenting
Immediate Division Head ☒	Information Technology ☐	Yes ☐
Other Division Heads ☐	Communication ☐	No ☒



MICHIGAN'S BACKBONE FOR BUSINESS

Master Copy

06/06/2023

City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536

**RE: METROPOLITAN EXTENSION TELECOMMUNICATIONS RIGHTS-OF-WAY OVERSIGHT
ACT PERMIT EXTENSION**

To Whom It May Concern:

Please allow this letter agreement to serve as an extension to the existing Metropolitan Extension Telecommunications Rights-Of-Way Oversight Act ("METRO Act") Permit issued by the **City of Muskegon** expires on March 27, 2023. This extension is for a term of five (5) years and shall expire on March 27, 2028.

If this extension term is agreeable, please sign this extension letter agreement in the place provided below and return to 123.NET, Inc. Upon receipt 123.NET, Inc. will acknowledge and return a signed copy for the **City of Muskegon** records.

We appreciate the **City of Muskegon** cooperation and attention to this matter Permit Extension granted by the municipality.

City of Muskegon

By: _____

Its: _____

Date: _____

123.Net, Inc.

By: Amanda Griffith

Its: Fiber Permits Manager

Date: 06/06/2023

Sincerely,

Amanda Griffith
Fiber Permits Manager
123.Net, Inc
248-228-8286
permits@123.net

PROVIDING ENTERPRISE DATA CENTER, NETWORK & VOICE SERVICES

24700 Northwestern Hwy, Ste 700, Southfield, MI 48075 • 866.460.3503 • 123.NET

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ANNUAL REPORT

For use by **DOMESTIC PROFIT CORPORATION**

(Required by Section 911, Act 284, Public Act of 1972)

The identification number assigned by the Bureau is: 800434879

Annual Report Filing Year: 2022

1. Corporation Name:

123.NET, INC.

☒ On behalf of the corporation, I certify that no changes have occurred in required information since the last year filed report.

This document must be signed by an authorized officer or agent:

Signed this 31st Day of January, 2022 by:

Signature	Title	Title if "Other" was selected
STEFANIA STOENICA	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2022 ANNUAL REPORT
for

123.NET, INC.

ID Number: 800434879

received by electronic transmission on January 31, 2022 ***, is hereby endorsed.***

Filed on January 31, 2022 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 31st day of January, 2022.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau



STATE OF MICHIGAN

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
PUBLIC SERVICE COMMISSION

GREG R. WHITE
COMMISSIONER

JOHN D. QUACKENBUSH
CHAIRMAN

SALLY A. TALBERG
COMMISSIONER

MIKE ZIMMER
ACTING DIRECTOR

RICK SNYDER
GOVERNOR

Basic Local Exchange Service License

I, Mary Jo Kunkle, Executive Secretary, Michigan Public Service Commission, certify that on April 23, 1999, in Case No. U-11877, the Michigan Public Service Commission granted 123.Net, Inc. d/b/a Local Exchange Carriers of Michigan, Inc. f/k/a Mutual Information Exchange, Inc. a permanent license to render basic local exchange service within a specific geographic area, in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179 as amended, MCL 484.2101 et seq., and all requirements established by laws, orders, and regulations of the Commission.

I further certify that on April 28, 2014, Commission staff officially approved the tariffs filed by 123.Net, Inc. d/b/a Local Exchange Carriers of Michigan, Inc. f/k/a Mutual Information Exchange, Inc. as a precondition to commencing basic local exchange service in the state of Michigan.

This license shall not be sold or otherwise transferred without prior approval from the Michigan Public Service Commission. 123.Net, Inc. d/b/a Local Exchange Carriers of Michigan, Inc. f/k/a Mutual Information Exchange, Inc. may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.

Signed and sealed in Lansing, MI
on November 24, 2014.

Mary Jo Kunkle

Executive Secretary

LARA is an equal opportunity employer/program.

Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
4300 W. SAGINAW HIGHWAY • P.O. BOX 30221 • LANSING, MICHIGAN 48909 • www.michigan.gov/mpsc • (517) 241-6180



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

MIKE ZIMMER
ACTING DIRECTOR

PUBLIC SERVICE COMMISSION
GREG R. WHITE JOHN D. QUACKENBUSH SALLY A. TALBERG
COMMISSIONER CHAIRMAN COMMISSIONER

December 8, 2014

Mr. James Kandler
123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc.
24700 Northwestern Hwy
Suite 700
Southfield, MI 48075

Dear Mr. Kandler:

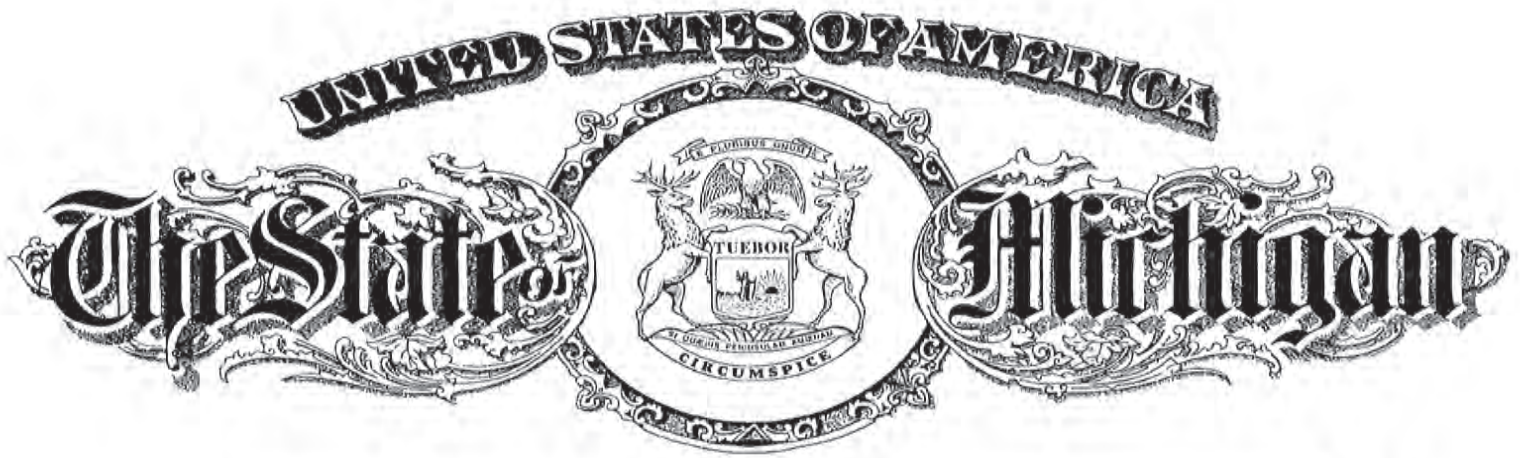
The permanent license of 123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc. to provide basic local exchange service in Michigan is enclosed. This license is being issued in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179, as amended MCL 484.2101 et seq., and all requirements established by laws, orders, and regulations of the Michigan Public Service Commission. The licensee, 123.Net, Inc. dba Local Exchange Carriers of Michigan, Inc., shall retain a copy of the license at its principal place of business and make the license and tariff available for public review.

You can contact me at (517) 373-6322 or ginevanj@michigan.gov should you have any questions.

Sincerely,

Julie Ginevan
Departmental Analyst
Telecommunications Division

Enclosure



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

123.NET, INC.

was validly incorporated on August 16, 1996 as a Michigan DOMESTIC PROFIT CORPORATION,
and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation
is in good standing in Michigan as of this date and is duly authorized to transact business and for no other
purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 17th day of March, 2022.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 22030540701

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221		CONTACT NAME: Heidi Schluessler PHONE (A/C, No, Ext): 248-744-0119 E-MAIL: Heidi.Schluessler@kapnick.com ADDRESS: Heidi.Schluessler@kapnick.com		FAX (A/C, No): 517-263-6658
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Zurich American Insurance Company		16535
		INSURER B : Westchester Surplus Lines Insurance Company		10172
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 2055764920** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	GLO1861025-02	8/30/2022	8/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP1882597-03	8/30/2022	8/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	AUC1853074-03	8/30/2022	8/30/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 rod/Completed \$ 9,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC1861027-03	8/30/2022	8/30/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Pollution	Y	Y	G4682474A004	8/30/2022	8/30/2023	Limit \$1,000,000
A	Leased & Rented Equipment	Y	Y	CPP 9756755-03	8/30/2022	8/30/2023	Limit \$50,000 Ded \$2,500 Ded \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER POLICY TERMS & CONDITIONS)

GENERAL LIABILITY:

CG 20 26 (04-13) GL Additional Insured - Designated Person or Organization
CG 20 37 (04-13) Additional Insured - Owners, Lessees or Contractors - Completed Operations
CG 24 17 (10-01) Contractual Liability - Railroads
CG 25 03 (05-09) Designated Construction Project(s) - General Aggregate Limit
See Attached...

CERTIFICATE HOLDER

City of Muskegon
1350 E. Keating Ave.
Muskegon MI 49442

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James A. Kapnick

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Kapnick Insurance Group		NAMED INSURED 123.NET, Inc. dba 123NET, Inc. 24700 Northwestern Hwy Ste 700 Southfield MI 48075	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CG 25 04 (05-09) Designated Location(s) - General Aggregate Limit
 U-GL-925-B CW (12-01) Blanket Waiver of Subrogation
 U-GL-1114 - A CW (10-02) Additional Insured - Automatic Owners, Lessees or Contractors
 U-GL-1518 - A CW (04-13) Broadened Named Insured
 U-GL-2182-A CW (09-19) Additional Insured - Owners, Lessees, or Contractors - Completed Operations
 U-GL-2183-A CW (09-19) Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization

AUTO LIABILITY:

CA 20 21 (10-13) Lessor - Additional Insured and Loss Payee
 CA 20 70 (10-01) Coverage for Certain Operations in Connection with Railroads
 U-CA-424-F MI (02-14) Coverage Extension Endorsement Includes Waiver of Subrogation - Michigan

UMBRELLA LIABILITY : FOLLOWS FORM

WORKERS COMPENSATION:

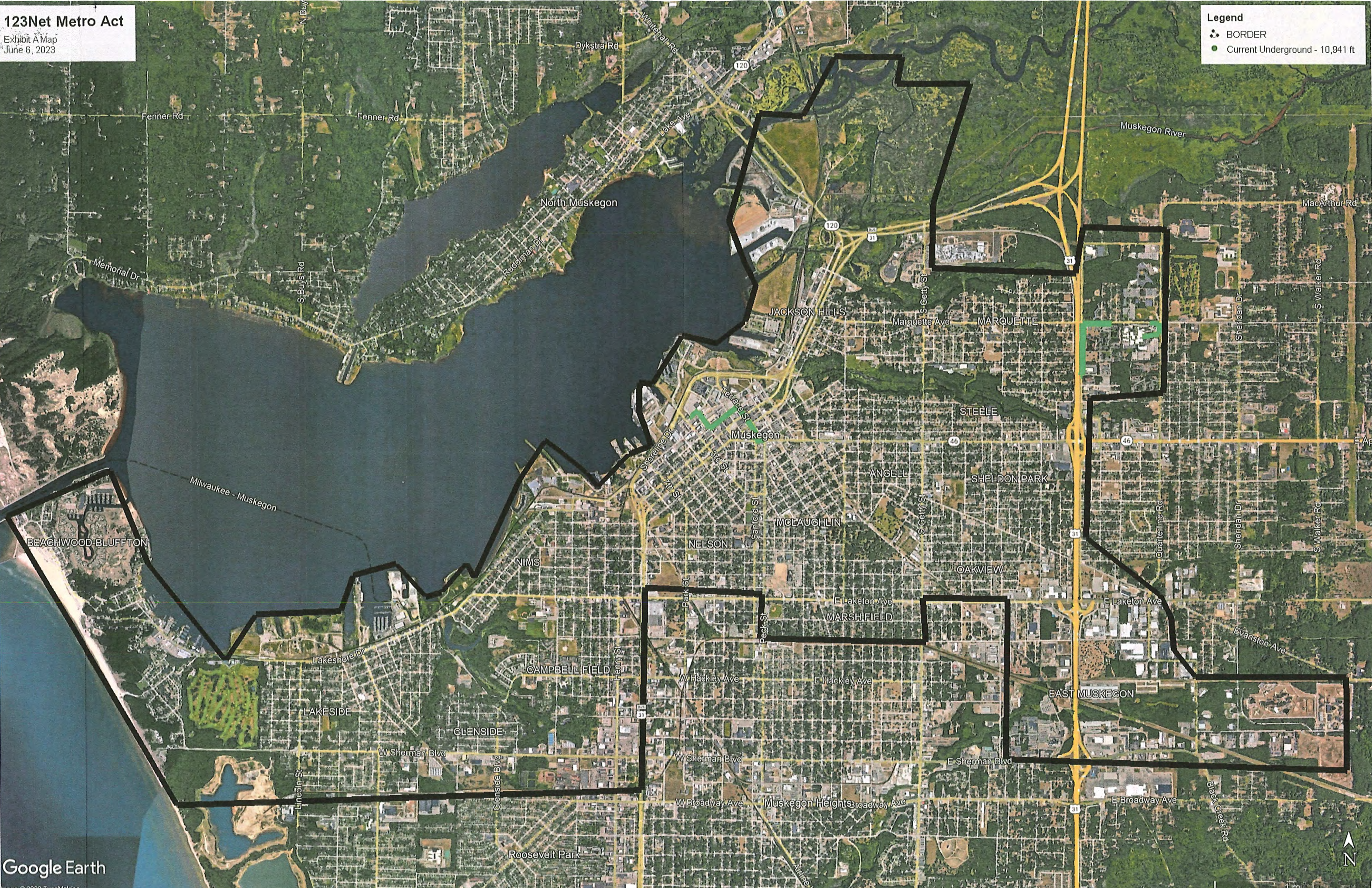
WC 00 03 13 - Blanket Wavier of Subrogation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice, (10 days for non-payment of premium), to the certificate holder named, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.

Where required by written contract, the City of Muskegon is an additional insured for General Liability (GL) as respects to ongoing & completed operations on a primary and non-contributory basis and additional insured with respects to Automobile Liability & Pollution Liability. GL, Auto, Pollution & Workers Comp policies include waiver of subrogation on behalf of the certificate holder as required by written contract and where allowed by law. Umbrella/Excess liability coverages follows form over GL, Auto and Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder, however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

Legend

-  BORDER
-  Current Underground - 10,941 ft





MICHIGAN'S BACKBONE FOR BUSINESS

06/06/2023

City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536

**RE: METROPOLITAN EXTENSION TELECOMMUNICATIONS RIGHTS-OF-WAY OVERSIGHT
ACT PERMIT EXTENSION**

To Whom It May Concern:

Please allow this letter agreement to serve as an extension to the existing Metropolitan Extension Telecommunications Rights-Of-Way Oversight Act ("METRO Act") Permit issued by the **City of Muskegon** expires on March 27, 2023. This extension is for a term of five (5) years and shall expire on March 27, 2028.

If this extension term is agreeable, please sign this extension letter agreement in the place provided below and return to 123.NET, Inc. Upon receipt 123.NET, Inc. will acknowledge and return a signed copy for the **City of Muskegon** records.

We appreciate the **City of Muskegon** cooperation and attention to this matter Permit Extension granted by the municipality.

City of Muskegon

By: _____

Its: _____

Date: _____

123.Net, Inc.

By: Amanda Griffith

Its: Fiber Permits Manager

Date: 06/06/2023

Sincerely,

Amanda Griffith
Fiber Permits Manager
123.Net, Inc
248-228-8286
permits@123.net

PROVIDING ENTERPRISE DATA CENTER, NETWORK & VOICE SERVICES

24700 Northwestern Hwy, Ste 700, Southfield, MI 48075 • 866.460.3503 • 123.NET

**AMENDMENT NO. 1 TO METRO ACT RIGHT-OF-WAY
UNILATERAL TELECOMMUNICATIONS PERMIT
123.NET, INC.**

This is the First Amendment, dated June 6, 2023 (First Amendment), to the Right-of-Way Telecommunications Permit ("Permit") issued by the City of Muskegon ("Municipality") on March 27, 2018 to 123Net, Inc. ("123Net"), and is made with reference to the following facts and circumstances:

1. Municipality and 123Net desire to amend the Permit to extend the Term stated therein; and
2. Municipality and 123Net agree to amend the Permit by extending the Term by five years and as stated in this First Amendment.

Municipality and 123Net agree as follows:

1. *Amendment.* Paragraph 7 of the Permit is amended to read as follows:

"7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 Five years from the date of this Amendment; or ..."

2. *Miscellaneous.* The parties restate all other provisions of the Permit and agree that all such provisions remain in effect. If there is any conflict between the provisions of this First Amendment and the provisions of the Permit, the provisions of this First Amendment will control.
3. The effective date of this First Amendment is: 06/06/2023.

The parties have executed this First Amendment as of the date first written above.

123.Net, Inc.

By: /s/ Amanda Griffith

Title: Fiber Permits Manager

Date: 06/06/2023

City of Muskegon

By: /s/ _____

Title: _____

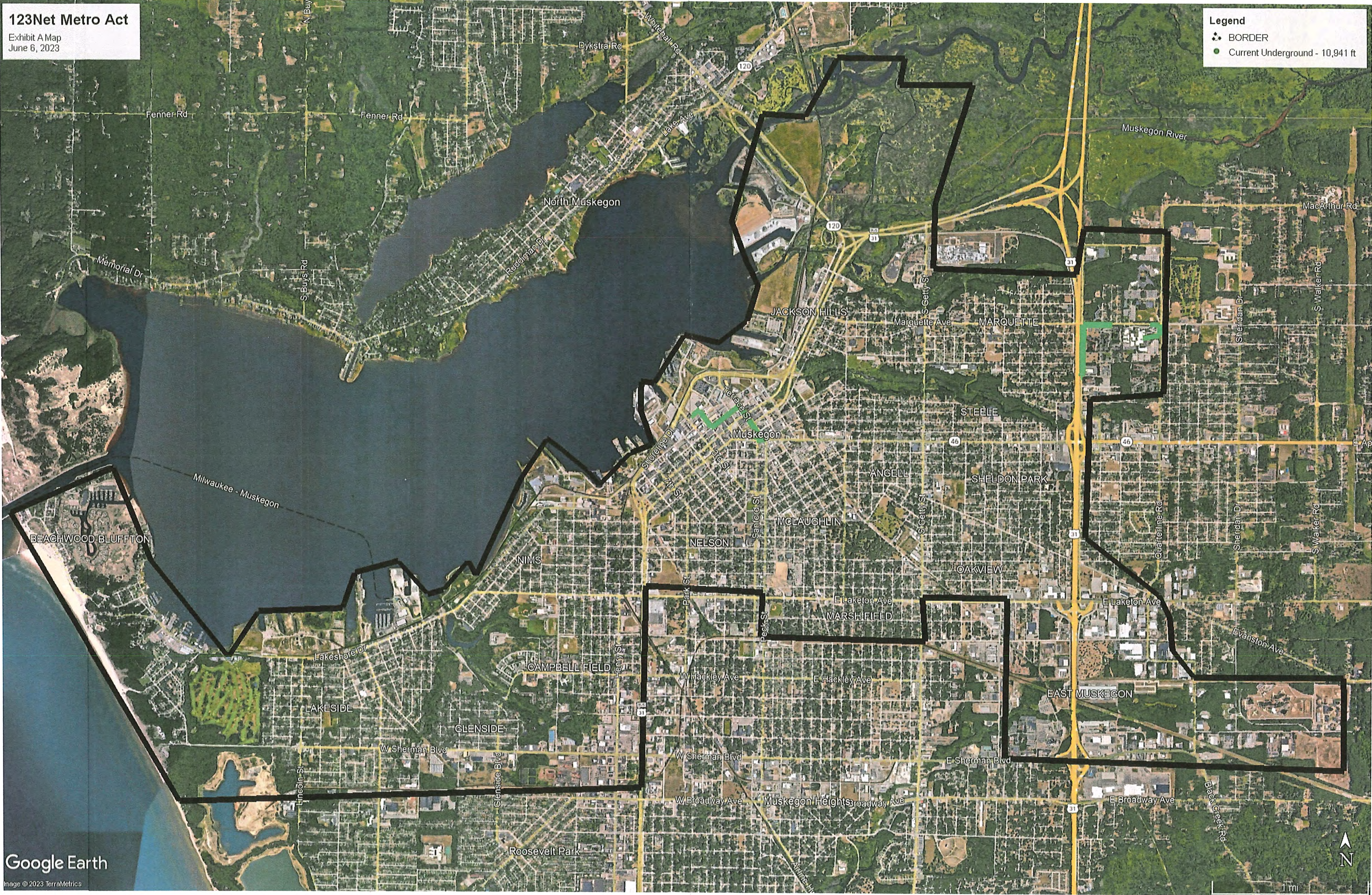
Date: _____

123Net Metro Act

Exhibit A Map
June 6, 2023

Legend

-  BORDER
-  Current Underground - 10,941 ft



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: Lead Service Line Replacements
Submitted By: Dan VanderHeide	Department: DPW
Brief Summary: Authorize the award of the 2024 Lead Service Line Replacement Contract to SWT Excavating, and authorize the clerk to sign the attached resolution.	
Detailed Summary & Background: Our engineering consultant Prein & Newhof solicited bids for lead service line replacements. This project was introduced to the Commission at the October 25, 2022 regular meeting when the engineering work was awarded. It was also included in our DWRP and CWSRF Project Plans in June of 2021. The original locations proposed are Apple Avenue (in advance of MDOT's 2026 reconstruction of that street) and the East Campbell Field area. The low bidder, SWT Excavating, is currently performing a similar project for the City of Muskegon Heights, also overseen by Prein & Newhof. Their lowest bid of \$3,462,145.86 is below the engineer's estimate. Staff recommends award to Kamminga & Roodvoets on the basis of Prein & Newhof's experience with them on their project in Muskegon Heights, and the similarity between the projects. SWT's bid was well below the engineer's estimate. Prein & Newhof worked with the state to identify additional lead service lines that could be added to the contract if the bids came in favorably. This way we do not let available principal forgiveness go back to the state. So, staff is simultaneously requesting approval of a change order of \$1,005,642 to SWT's bid to increase the contract cost to \$4,467,787.86 which will allow us to take advantage of the full amount of bonding and principal forgiveness being offered to us through the state and replace 120 more lead service lines in the Oakview neighborhood. This project is financed through the sale of bonds in partnership with the State of Michigan Clean Water State Revolving Fund. The State program offers grants and principal forgiveness for portions of the project. We anticipate that when bonds are sold later this summer, we will be offered grants and forgiveness worth 75% of the project cost. For this project that is estimated at \$3,350,840.90 of aid. The remainder of the project will be financed over 20 years with a 1.875% interest rate. The portion of the project that will be financed will be added to the water debt fee. Staff estimates that when fully in effect in FY25, the sewer debt fee associated with this project will be \$0.34 per month on a standard residential bill.	
Goal/Focus Area/Action Item Addressed: Item 2022-4.2 "Take advantage of external revenue sources," and Key Focus Areas "Decrease infrastructure burden on residents" and "Sustainability in financial practices and infrastructure."	
Amount Requested: \$4,467,787.86 (Total) \$1,116,946.96 (Bonded)	Budgeted Item: Yes ☒ No ☐

Fund(s) or Account(s): Sewer (590)		Budgeted Amendment Needed: Yes ☐ No ☒	
Recommended Motion: I move to approve award of the 2024 Lead Service Line Replacement Contract to SWT Excavating, contingent upon successful financial arrangements with the CWSRF program, and authorize the Clerk to sign the included resolution.			
Approvals: Immediate Division Head ☒ Other Division Heads ☒		Legal Review ☐ Information Technology ☐ Communication ☐	
		Guest(s) Invited / Presenting Yes ☐ No ☒	

June 23, 2023
2230252

Mr. Dan Vander Heide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

RE: SRF/DWRF FY 2023
Lead Service Line Replacements

Dear Mr. Vander Heide:

On Thursday, June 22nd, the City received four bids for the referenced project. The bids ranged from \$3,462,145.86 and \$4,944,750.00. SWT Excavating of Galesburg, MI submitted the lowest bid at \$3,462,145.86. A tabulation of the bids is enclosed for reference.

This project is being financed through the State Drinking Water State Revolving Fund (DWSRF). In order to maximize the available grant money and financing we discussed adding more services to the contract with SWT. They are in agreement to extend unit pricing to include an additional 120 services in the Oak Grove Neighborhood. This adds \$1,005,642.00 to the contract for a total contract cost of \$4,467,787.86.

We discussed the project with SWT Excavating. They indicated a good understanding of the project's critical elements. Schedule has not been determined yet but they indicated they will meet the milestone schedule to complete work on Apple Avenue prior to MDOT's upcoming project.

SWT Excavating has successfully completed projects of similar size and scope with Prein&Newhof and the communities surrounding Muskegon in the past.

If you have any questions, please do not hesitate to ask.

Sincerely,

Prein&Newhof



Matthew R. Hulst, P.E.

Enclosures: Bid Tabulation Summary
Pre-Award Change Order

Bid Tabulation Summary

Bid Date:
22-Jun-23

Bid Time (Local):
2:00 PM

Owner:
City of Muskegon

Project Title:
Lead Service Line Replacements

Project #:
2230252

Number	Contractor Name	Bid Amount
1st	SWT Excavating 8936 E K Ave, Galesburg, MI 49053	\$3,462,145.86
2nd	McCormick Sand 5430 Russell Rd, Twin Lake, MI 49457	\$3,769,500.00
3rd	Wadel Stabilization 2500 N Oceana Drive, Hart, MI 49420	\$4,778,650.00
4th	Gustafson HDD 2299 Holton Whitehall Rd, Whitehall, MI 49461	\$4,944,750.00

Bid Tabulation

Owner: City of Muskegon				1st SWT Excavating 8936 E K Ave Galesburg, MI 49053		2nd McCormick Sand 5430 Russell Rd Twin Lake, MI 49457		3rd Wadel Stabilization 2500 N Oceana Drive Hart, MI 49420		4th Gustafson HDD 2299 Holton Whitehall Rd Whitehall, MI 49461	
Project Title: Lead Service Line Replacements											
Bid Date & Time: June 22, 2023, at 2:00 P.M.		Project #: 2230252									
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization, Max (10%)	1	Lsum	\$200,000.00	\$200,000.00	\$376,900.00	\$376,900.00	\$470,000.00	\$470,000.00	\$450,000.00	\$450,000.00
2	Project Sign	1	Lsum	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$2,300.00	\$2,300.00	\$5,000.00	\$5,000.00
3	Traffic Control, Max \$12,000, Clay Hill	1	Lsum	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
4	Traffic Control, Max \$30,000 Apple Avenue	1	Lsum	\$21,560.40	\$21,560.40	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
5	Curb and Gutter, Remove and Replace	3,500	Ft	\$50.06	\$175,210.00	\$45.00	\$157,500.00	\$1.00	\$3,500.00	\$18.00	\$63,000.00
6	Driveway, Remove and Replace	700	Syd	\$75.00	\$52,500.00	\$89.00	\$62,300.00	\$1.00	\$700.00	\$100.00	\$70,000.00
7	Sidewalk, Conc, 4 inch, Remove and Replace	23,500	Sft	\$12.46	\$292,810.00	\$12.00	\$282,000.00	\$0.01	\$235.00	\$10.00	\$235,000.00
8	Sidewalk, Conc, 6 inch, Remove and Replace	4,000	Sft	\$17.47	\$69,880.00	\$13.00	\$52,000.00	\$1.00	\$4,000.00	\$15.00	\$60,000.00
9	Road Patch, Complete, Local	137	Ea	\$955.50	\$130,903.50	\$1,500.00	\$205,500.00	\$1,000.00	\$137,000.00	\$1,000.00	\$137,000.00
10	Road Patch, Complete, Apple Avenue	106	Ea	\$1,177.66	\$124,831.96	\$1,900.00	\$201,400.00	\$1,100.00	\$116,600.00	\$1,500.00	\$159,000.00
11	Restoration	524	Ea	\$275.00	\$144,100.00	\$225.00	\$117,900.00	\$515.00	\$269,860.00	\$300.00	\$157,200.00
12	Water Service, Corporation Stop, 1 inch	243	Ea	\$975.00	\$236,925.00	\$975.00	\$236,925.00	\$600.00	\$145,800.00	\$500.00	\$121,500.00
13	Water Service, Curb Stop and Box, 1 inch	243	Ea	\$975.00	\$236,925.00	\$875.00	\$212,625.00	\$800.00	\$194,400.00	\$750.00	\$182,250.00
14	Water Service, Corporation Stop, 2 inch	6	Ea	\$1,725.00	\$10,350.00	\$1,600.00	\$9,600.00	\$1,400.00	\$8,400.00	\$1,750.00	\$10,500.00
15	Water Service, Curb Stop and Box, 2 inch	6	Ea	\$1,800.00	\$10,800.00	\$1,300.00	\$7,800.00	\$1,400.00	\$8,400.00	\$2,000.00	\$12,000.00
16	Water Service, 1 inch, Public Side	8,000	Ft	\$29.50	\$236,000.00	\$33.00	\$264,000.00	\$83.15	\$665,200.00	\$90.00	\$720,000.00

Bid Tabulation

Owner: City of Muskegon				1st SWT Excavating 8936 E K Ave Galesburg, MI 49053		2nd McCormick Sand 5430 Russell Rd Twin Lake, MI 49457		3rd Wadel Stabilization 2500 N Oceana Drive Hart, MI 49420		4th Gustafson HDD 2299 Holton Whitehall Rd Whitehall, MI 49461			
Project Title: Lead Service Line Replacements													
Bid Date & Time: June 22, 2023, at 2:00 P.M.		Project #: 2230252											
Item No.		Description		Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount		
17	Water Service, 1 inch, Private Side		22,000	Ft	\$22.50	\$495,000.00	\$27.00	\$594,000.00	\$83.15	\$1,829,300.00	\$73.00	\$1,606,000.00	
18	Water Service, 2 inch, Public Side		300	Ft	\$45.00	\$13,500.00	\$48.00	\$14,400.00	\$83.15	\$24,945.00	\$120.00	\$36,000.00	
19	Water Service, 2 inch, Private Side		3,400	Ft	\$31.25	\$106,250.00	\$35.00	\$119,000.00	\$83.15	\$282,710.00	\$90.00	\$306,000.00	
20	Water Service, Meter Pit		108	Ea	\$1,000.00	\$108,000.00	\$1,200.00	\$129,600.00	\$100.00	\$10,800.00	\$2,200.00	\$237,600.00	
21	Connect to Existing		524	Ea	\$1,150.00	\$602,600.00	\$950.00	\$497,800.00	\$750.00	\$393,000.00	\$300.00	\$157,200.00	
22	Field Verify		67	Ea	\$500.00	\$33,500.00	\$500.00	\$33,500.00	\$500.00	\$33,500.00	\$500.00	\$33,500.00	
23	Plumbing Allowance		100,000	Dlr	\$1.00	\$100,000.00	\$1.00	\$100,000.00	\$1.00	\$100,000.00	\$1.00	\$100,000.00	
24	Irrigation Repair Allowance		20,000	Dlr	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	
25	Water Filter		400	Ea	\$65.00	\$26,000.00	\$75.00	\$30,000.00	\$40.00	\$16,000.00	\$60.00	\$24,000.00	
Total Bid						\$3,462,145.86		\$3,769,500.00		\$4,778,650.00		\$4,944,750.00	

CHANGE ORDER NO.: 1 - Pre-Award Change Order

Owner: City of Muskegon
 Engineer: Prein&Newhof
 Contractor: SWT Excavating
 Project: Lead Service Line Replacements
 Contract Name:

Owner's Project No.:
 Engineer's Project No.: 2230252
 DWRF Project No.: 7467-01

Date Issued: 7/11/2023 Effective Date of Change Order: Date of Award

The Contract is modified as follows upon execution of this Change Order:

Description:

Owner and Contractor agree to extend bid unit pricing pre-award to complete approximately 120 services to be located in the Oak Grove neighborhood. No extension of contract times.

Attachments:

See Attached Detail Sheet

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 3,462,145.86		Substantial Completion: _____	
		Ready for final payment: _____	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 0.00		Substantial Completion: _____	
		Ready for final payment: _____	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 3,462,145.86		Substantial Completion: _____	
		Ready for final payment: _____	
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 1,005,642.00		Substantial Completion: _____	
		Ready for final payment: _____	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 4,467,787.86		Substantial Completion: _____	
		Ready for final payment: _____	

Recommended by Engineer (if required)

By: _____
 Title: Project Engineer
 Date: June 29, 2023

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Accepted by Contractor

By: _____
 Title: President
 Date: 6/28/23

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

Change Order

For (project): Lead Service Line Replacements				Change No.	
From (Contractor): SWT Excavating				1 - Pre-Award Change Order	
				Date: 7/11/2023	
ITEM		VALUE			CHANGE
Item No.	Description of Change	Quantity Change	Unit	Unit Price	Total Value
1	Traffic Control, Max \$12,000, Oak Grove	1	Lsum	\$12,000.00	\$12,000.00
2	Curb and Gutter, Remove and Replace	1200	Ft	\$50.06	\$60,072.00
3	Sidewalk, Conc, 4 inch, Remove and Replace	8500	Sft	\$12.46	\$105,910.00
4	Road Patch, Complete, Local	120	Ea	\$955.50	\$114,660.00
5	Restoration	120	Ea	\$275.00	\$33,000.00
6	Water Service, Corporation Stop, 1 inch	120	Ea	\$975.00	\$117,000.00
7	Water Service, Curb Stop and Box, 1 inch	120	Ea	\$975.00	\$117,000.00
8	Water Service, 1 inch, Public Side	4000	Ft	\$29.50	\$118,000.00
9	Water Service, 1 inch, Private Side	8000	Ft	\$22.50	\$180,000.00
10	Connect to Existing	120	Ea	\$1,150.00	\$138,000.00
11	Irrigation Repair Allowance	10000	Dlr	\$1.00	\$10,000.00
Change Totals					\$1,005,642.00
Net Change In Contract Price					\$1,005,642.00

**A RESOLUTION TO TENTATIVELY
AWARD A CONSTRUCTION CONTRACT
FOR WATER SYSTEM IMPROVEMENTS**

2023-XX

WHEREAS, the City of Muskegon wishes to construct improvements to its existing water treatment and distribution system; and

WHEREAS, the water system improvements project formally adopted on June 22, 2021 will be funded through the state of Michigan's Drinking Water State Revolving Loan Fund (DWSRF) program; and

WHEREAS, the City of Muskegon has sought and received construction bids for the Lead Service Line Replacements Project and has received a low bid in the amount of \$3,462,145.86 from SWT Excavating of Galesburg, MI, and subsequently agreed to a pre-award change order for additional lead service line replacements which modifies the total contract price to the amount of \$4,467,787.86; and

WHEREAS, the City of Muskegon's project engineer, Prein&Newhof, has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon tentatively awards the contract for construction of the proposed water system project to SWT Excavators of Galesburg, MI, contingent upon successful financial arrangements with the DWSRF Program.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on July 11, 2023.

BY: Ann Meisch, City Clerk

Signature

Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: Morton Street Reconstruction
Submitted By: Dan VanderHeide	Department: DPW
Brief Summary: Authorize the award of the Morton Street Reconstruction Contract to the low bidder, Jackson-Merkey, and authorize the clerk to sign the attached resolution.	
Detailed Summary & Background: Our engineering consultant Prein & Newhof solicited bids for sewer replacement, water main replacement, lead service line replacement and street reconstruction in Morton Street from Lincoln to Denmark. This project was introduced to the Commission at the October 25, 2022 regular meeting when the engineering work was awarded. It was also included in our DWRP and CWSRF Project Plans in June of 2021. The low bidder, Jackson-Merkey, has performed similar projects for the City, including the Terrace Street project. Their low bid of \$1,732,668.75 is below the engineer's estimate and about \$275,000 below the second lowest bid. The City has had mixed results with Jackson-Merkey. The second half of the Terrace Street project was better managed than previous projects, and due to program requirements the City would be responsible to pay for the "extra" \$275,000 if we were to award to the second lowest bidder. For these reasons, staff cautiously recommends award to Jackson-Merkey. This project is financed through the sale of bonds in partnership with the State of Michigan Clean Water and Drinking Water Revolving Funds. The State of Michigan programs offer grants and principal forgiveness for portions of the project. We anticipate that when bonds are sold later this summer, we will be offered grants and forgiveness worth 75% of the water system cost and 50% of the sewer system cost. For this project that is estimated at a combined \$1,128,660.42 of aid. The remainder of the project will be financed with a 1.875% interest rate. The portion of the project that will be financed will be added to the water and sewer debt fees. Staff estimates that when fully in effect in FY25, the combined debt fees associated with this project will be \$0.17 per month on a standard residential bill.	
Goal/Focus Area/Action Item Addressed: Item 2022-4.2 "Take advantage of external revenue sources," and Key Focus Areas "Decrease infrastructure burden on residents" and "Sustainability in financial practices and infrastructure."	
Amount Requested: \$1,732,668.75 (Total) \$ 604,008.33 (Bonded)	Budgeted Item: Yes ☒ No ☐
Fund(s) or Account(s): Water (591), Sewer (590) & Local Streets (203)	Budgeted Amendment Needed: Yes ☐ No ☒
Recommended Motion: I move to approve award of the Morton Street Reconstruction Project to Jackson-Merkey, contingent upon successful financial arrangements with the CWSRF and DWRP programs, and authorize the Clerk to sign the included resolution.	

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

June 29, 2023
2221072

Mr. Dan Vander Heide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

RE: SRF/DWRF FY 2023
Wastewater and Water System Improvements – Morton Avenue

Dear Mr. Vander Heide:

On Tuesday, June 27th, the City received three bids for the referenced project. The bids ranged from \$1,732,668.75 to \$2,056,114.80. Jackson-Merkey Contractors of Muskegon, MI submitted the lowest bid at \$1,732,668.75. A tabulation of the bids is enclosed for reference.

This project is being financed through both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) with the city funding certain ineligible costs. Due to the overlap of the various scopes of work, the State has required an Alternative Justifiable Expenditures calculation to be completed to determine the financing share for each program, this breakdown is as follows:

CWSRF Eligible	\$603,315.26
DWSRF Eligible	\$1,102,670.39
Ineligible	\$26,683.10

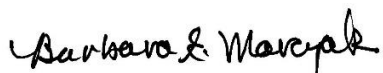
We discussed the project with Jackson-Merkey. They indicated a good understanding of the project's critical elements such as phasing, schedule, and criticality of the infrastructure being worked on. They did not express any concerns with completing the project successfully and on time.

Jackson-Merkey has successfully completed projects of similar size and scope with Prein&Newhof and the City of Muskegon in the past.

If you have any questions, please do not hesitate to ask.

Sincerely,

Prein&Newhof



Barbara Marczak, P.E.

Enclosures: Bid Tabulation Sheets

Bid Tabulation Summary

Bid Date:

June 27, 2023

Bid Time (Local):

2:00 P.M.

Owner:

City of Muskegon

Project Title:

SRF/DWRF Projects

Morton Avenue: Lincoln Street to Denmark Street

Project #:

2221072

Number	Contractor Name	Bid Amount
1st	Jackson-Merkey Contractors 3430 Lund Avenue, Muskegon, MI 49442	\$1,732,668.75
2nd	McCormick Sand 5430 Russell Rd, Twin Lake, MI 49457	\$2,007,420.00
3rd	Kamminga and Roodvoets 3435 Broadmoor Ave SE, Grand Rapids, MI 49512	\$2,056,114.80

Bid Tabulation

Owner: SRF Project #: DWRf Project #:				1st		2nd		3rd	
City of Muskegon 5790-01 7467-01				Jackson-Merkey Contractors 3430 Lund Avenue Muskegon, MI 49442		McCormick Sand 5430 Russell Rd Twin Lake, MI 49457		Kamminga and Roodvoets 3435 Broadmoor Ave SE Grand Rapids, MI 49512	
Project Title: SRF/DWRF Projects Morton Avenue: Lincoln Street to Denmark Street									
Bid Date & Time: Tuesday, June 27, 2023 at 2:00 pm		Project #: 2221072							
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization, Max, 10%	1	Lsum	\$170,000.00	\$170,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
2	Traffic Control	1	Lsum	\$18,500.00	\$18,500.00	\$65,000.00	\$65,000.00	\$35,000.00	\$35,000.00
3	Project Sign	1	Lsum	\$1,658.00	\$1,658.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
4	Tree, Rem, 6 inch to 18 inch	1	Ea	\$425.00	\$425.00	\$750.00	\$750.00	\$425.00	\$425.00
5	Tree, Rem, 19 inch to 36 inch	1	Ea	\$2,600.00	\$2,600.00	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00
6	Tree, Rem, 37 inch or Greater	3	Ea	\$3,665.00	\$10,995.00	\$3,000.00	\$9,000.00	\$3,665.00	\$10,995.00
7	Dr Structure, Rem	30	Ea	\$375.00	\$11,250.00	\$800.00	\$24,000.00	\$450.00	\$13,500.00
8	Sewer Rem, Less than 24 inch	2,415	Ft	\$13.75	\$33,206.25	\$14.00	\$33,810.00	\$12.50	\$30,187.50
9	Curb and Gutter Rem	3,700	Ft	\$4.55	\$16,835.00	\$5.00	\$18,500.00	\$5.00	\$18,500.00
10	Pavt, Rem	7,825	Syd	\$6.50	\$50,862.50	\$5.00	\$39,125.00	\$7.25	\$56,731.25
11	HMA Surface, Rem	4,410	Syd	\$1.00	\$4,410.00	\$2.50	\$11,025.00	\$3.00	\$13,230.00
12	Sidewalk, Rem	980	Syd	\$8.85	\$8,673.00	\$8.50	\$8,330.00	\$9.00	\$8,820.00
13	Irrigaton Repair Allowance	20,000	Dlr	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00
14	Erosion Control, Inlet Protection, Fabric Drop	32	Ea	\$121.50	\$3,888.00	\$85.00	\$2,720.00	\$150.00	\$4,800.00
15	Machine Grading, Modified	19	Sta	\$2,000.00	\$38,000.00	\$4,000.00	\$76,000.00	\$6,775.00	\$128,725.00
16	Aggregate Base, 8 inch, Modified	7,500	Syd	\$9.75	\$73,125.00	\$18.00	\$135,000.00	\$18.25	\$136,875.00
17	HMA, 4EML	760	Ton	\$99.60	\$75,696.00	\$101.00	\$76,760.00	\$99.58	\$75,680.80
18	HMA, 5EML	575	Ton	\$113.05	\$65,003.75	\$112.00	\$64,400.00	\$113.04	\$64,998.00
19	Driveway, Nonreinf Conc, 6 inch	790	Syd	\$50.00	\$39,500.00	\$50.00	\$39,500.00	\$53.00	\$41,870.00
20	Curb and Gutter, Conc. Det F4	3,960	Ft	\$22.00	\$87,120.00	\$21.00	\$83,160.00	\$23.20	\$91,872.00
21	Sidewalk, Conc, 4 inch	6,200	Sft	\$5.00	\$31,000.00	\$4.50	\$27,900.00	\$5.10	\$31,620.00
22	Sidewalk, Conc, 6 inch	1,500	Sft	\$6.15	\$9,225.00	\$5.50	\$8,250.00	\$6.90	\$10,350.00
23	Curb Ramp, Conc, 4 inch	600	Sft	\$6.50	\$3,900.00	\$7.00	\$4,200.00	\$5.60	\$3,360.00
24	Curb Ramp, Conc, 6 inch	1,700	Sft	\$6.50	\$11,050.00	\$7.00	\$11,900.00	\$7.50	\$12,750.00

Bid Tabulation

Owner: SRF Project #: DWRP Project #:				1st		2nd		3rd		
City of Muskegon 5790-01 7467-01										
Project Title: SRF/DWRP Projects Morton Avenue: Lincoln Street to Denmark Street										
Bid Date & Time: Tuesday, June 27, 2023 at 2:00 pm				Project #: 2221072						
Item No.		Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
25	Curb Ramp Opening, Conc		175	Ft	\$26.50	\$4,637.50	\$26.00	\$4,550.00	\$26.80	\$4,690.00
26	Detectable Warning Surface		175	Ft	\$35.00	\$6,125.00	\$35.00	\$6,125.00	\$51.00	\$8,925.00
27	Turf Restoration		19	Sta	\$750.00	\$14,250.00	\$1,500.00	\$28,500.00	\$750.00	\$14,250.00
28	Pavt Mrkg, Polyurea, 18 inch, Stop Bar		45	Ft	\$23.25	\$1,046.25	\$18.20	\$819.00	\$23.25	\$1,046.25
29	Pavt Mrkg, Polyurea, 6 inch, Cross Walk		240	Ft	\$7.75	\$1,860.00	\$6.10	\$1,464.00	\$7.75	\$1,860.00
30	Sign, Type III, Erect, Salv		5	Ea	\$75.00	\$375.00	\$75.00	\$375.00	\$200.00	\$1,000.00
31	Sign Type IIIA		13	Sft	\$20.00	\$260.00	\$20.00	\$260.00	\$25.00	\$325.00
32	Post, Steel 3 LB		28	Ft	\$9.00	\$252.00	\$9.00	\$252.00	\$10.00	\$280.00
33	Sanitary Sewer, 8", Tr Det B		990	Ft	\$82.60	\$81,774.00	\$110.00	\$108,900.00	\$72.00	\$71,280.00
34	Sanitary Sewer, 12", Tr Det B		70	Ft	\$170.00	\$11,900.00	\$175.00	\$12,250.00	\$300.00	\$21,000.00
35	Sanitary Sewer, Plug, 8"		1	Ea	\$226.50	\$226.50	\$325.00	\$325.00	\$450.00	\$450.00
36	Sanitary Manhole, 48" Dia		4	Ea	\$7,800.00	\$31,200.00	\$9,300.00	\$37,200.00	\$6,165.00	\$24,660.00
37	Sanitary Drop Manhole, 48" Dia		1	Ea	\$19,250.00	\$19,250.00	\$40,000.00	\$40,000.00	\$12,500.00	\$12,500.00
38	Sanitary Sewer, Wye, 8" x 6"		34	Ea	\$719.50	\$24,463.00	\$600.00	\$20,400.00	\$425.00	\$14,450.00
39	Sanitary Lateral, 6"		1,190	Ft	\$64.00	\$76,160.00	\$59.00	\$70,210.00	\$67.00	\$79,730.00
40	Sanitary Lateral, Connect to Ex.		31	Ea	\$200.00	\$6,200.00	\$400.00	\$12,400.00	\$450.00	\$13,950.00
41	Sanitary Sewer Connect to Ex 6"		3	Ea	\$553.00	\$1,659.00	\$500.00	\$1,500.00	\$675.00	\$2,025.00
42	Sanitary Sewer, Connect to Ex 12"		2	Ea	\$808.00	\$1,616.00	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00
43	Sanitary Sewer, CCTV		1,060	Ft	\$2.00	\$2,120.00	\$5.00	\$5,300.00	\$2.65	\$2,809.00
44	Sewer, 8 inch, SDR-26		16	Ft	\$143.00	\$2,288.00	\$65.00	\$1,040.00	\$50.00	\$800.00
45	Sewer, Cl E, 12 inch, Tr Det B		1,690	Ft	\$51.60	\$87,204.00	\$65.00	\$109,850.00	\$53.00	\$89,570.00
46	Sewer, Cl E, 21 inch, Tr Det B		16	Ft	\$154.00	\$2,464.00	\$130.00	\$2,080.00	\$67.00	\$1,072.00
47	Sewer, Cl E, 24 inch, Tr Det B		16	Ft	\$163.50	\$2,616.00	\$140.00	\$2,240.00	\$83.00	\$1,328.00
48	Sewer, Connect to Ex. 8"		1	Ea	\$491.50	\$491.50	\$600.00	\$600.00	\$375.00	\$375.00

Bid Tabulation

Owner: SRF Project #: DWRf Project #:				1st Jackson-Merkey Contractors 3430 Lund Avenue Muskegon, MI 49442		2nd McCormick Sand 5430 Russell Rd Twin Lake, MI 49457		3rd Kamminga and Roodvoets 3435 Broadmoor Ave SE Grand Rapids, MI 49512		
City of Muskegon 5790-01 7467-01										
Project Title: SRF/DWRF Projects Morton Avenue: Lincoln Street to Denmark Street										
Bid Date & Time: Tuesday, June 27, 2023 at 2:00 pm			Project #: 2221072							
Item No.		Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
49		Sewer, Connect to Ex. 12"	3	Ea	\$584.50	\$1,753.50	\$600.00	\$1,800.00	\$450.00	\$1,350.00
50		Sewer, Connect to Ex. 24"	2	Ea	\$724.00	\$1,448.00	\$1,000.00	\$2,000.00	\$700.00	\$1,400.00
51		Sewer, Connect to Ex. 21"	2	Ea	\$677.50	\$1,355.00	\$1,000.00	\$2,000.00	\$600.00	\$1,200.00
52		Dr Structure Tap, 12"	4	Ea	\$418.00	\$1,672.00	\$600.00	\$2,400.00	\$350.00	\$1,400.00
53		Dr Structure, 24 inch dia, Mod	14	Ea	\$1,612.00	\$22,568.00	\$2,400.00	\$33,600.00	\$2,000.00	\$28,000.00
54		Dr Structure, 48 inch dia, Mod	15	Ea	\$2,701.00	\$40,515.00	\$3,600.00	\$54,000.00	\$2,500.00	\$37,500.00
55		Dr Structure Cover, Type B, Mod	12	Ea	\$943.00	\$11,316.00	\$500.00	\$6,000.00	\$600.00	\$7,200.00
56		Dr Structure Cover, Type K	22	Ea	\$1,165.00	\$25,630.00	\$700.00	\$15,400.00	\$750.00	\$16,500.00
57		Dr Structure Cover, Adj, Case 1	5	Ea	\$715.50	\$3,577.50	\$1,100.00	\$5,500.00	\$650.00	\$3,250.00
58		Water Main, DI, 6", Tr Det G	93	Ft	\$126.50	\$11,764.50	\$80.00	\$7,440.00	\$80.00	\$7,440.00
59		Water Main, DI, 8", Tr Det G	1,820	Ft	\$83.70	\$152,334.00	\$90.00	\$163,800.00	\$82.00	\$149,240.00
60		Water Main, Bend, 45 Degree, 6"	2	Ea	\$753.00	\$1,506.00	\$650.00	\$1,300.00	\$650.00	\$1,300.00
61		Water Main, Bend, 45 Degree, 8"	9	Ea	\$855.00	\$7,695.00	\$750.00	\$6,750.00	\$1,400.00	\$12,600.00
62		Water Main, Reducer, 8" x 6"	2	Ea	\$798.00	\$1,596.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00
63		Water Main, Sleeve, 6"	3	Ea	\$3,420.00	\$10,260.00	\$1,200.00	\$3,600.00	\$1,500.00	\$4,500.00
64		Water Main, Sleeve, 8"	1	Ea	\$4,070.00	\$4,070.00	\$1,500.00	\$1,500.00	\$1,650.00	\$1,650.00
65		Water Main, Tee, 8" x 8" x 6"	4	Ea	\$1,273.00	\$5,092.00	\$1,000.00	\$4,000.00	\$900.00	\$3,600.00
66		Water Main, Tee, 8" x 8" x 8"	1	Ea	\$1,359.00	\$1,359.00	\$1,100.00	\$1,100.00	\$950.00	\$950.00
67		Water Main, Cross, 8" x 8" x 6" x 6"	1	Ea	\$1,762.00	\$1,762.00	\$2,400.00	\$2,400.00	\$1,400.00	\$1,400.00
68		Water Main, Valve and Box, 8"	3	Ea	\$2,839.00	\$8,517.00	\$3,200.00	\$9,600.00	\$2,500.00	\$7,500.00
69		Water Main, Valve and Box, 6"	7	Ea	\$1,901.00	\$13,307.00	\$2,100.00	\$14,700.00	\$1,950.00	\$13,650.00
70		Water Main, Cut and Cap, 6"	2	Ea	\$1,086.00	\$2,172.00	\$900.00	\$1,800.00	\$750.00	\$1,500.00
71		Hydrant, Rem	5	Ea	\$360.00	\$1,800.00	\$300.00	\$1,500.00	\$350.00	\$1,750.00
72		Hydrant	5	Ea	\$4,755.00	\$23,775.00	\$4,500.00	\$22,500.00	\$4,650.00	\$23,250.00

Bid Tabulation

Owner: SRF Project #: DWRf Project #:				1st Jackson-Merkey Contractors 3430 Lund Avenue Muskegon, MI 49442		2nd McCormick Sand 5430 Russell Rd Twin Lake, MI 49457		3rd Kamminga and Roodvoets 3435 Broadmoor Ave SE Grand Rapids, MI 49512	
City of Muskegon 5790-01 7467-01									
Project Title: SRF/DWRF Projects Morton Avenue: Lincoln Street to Denmark Street									
Bid Date & Time: Tuesday, June 27, 2023 at 2:00 pm				Project #: 2221072					
Item No. Description Quantity Unit				Unit Price Total Amount		Unit Price Total Amount		Unit Price Total Amount	
73	Water Main, Rem	960	Ft	\$17.15	\$16,464.00	\$11.00	\$10,560.00	\$10.50	\$10,080.00
74	Water Service, Corporation Stop, 1"	48	Ea	\$750.00	\$36,000.00	\$900.00	\$43,200.00	\$425.00	\$20,400.00
75	Water Service, Curb Stop and Box, 1"	48	Ea	\$875.00	\$42,000.00	\$800.00	\$38,400.00	\$550.00	\$26,400.00
76	Water Service, 1"	2,600	Ft	\$30.00	\$78,000.00	\$31.00	\$80,600.00	\$93.50	\$243,100.00
77	Water Service, Connect to Existing	48	Ea	\$525.00	\$25,200.00	\$500.00	\$24,000.00	\$330.00	\$15,840.00
78	Water Service, Meter Pit	1	Ea	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,700.00	\$1,700.00
79	Water Service Restoration, Private	48	Ea	\$200.00	\$9,600.00	\$200.00	\$9,600.00	\$500.00	\$24,000.00
Total Bid				\$1,732,668.75		\$2,007,420.00		\$2,056,114.80	

**A RESOLUTION TO TENTATIVELY
AWARD A CONSTRUCTION CONTRACT
FOR WASTEWATER AND WATER SYSTEM IMPROVEMENTS**

2023-XX

WHEREAS, the City of Muskegon wishes to construct improvements to its existing wastewater collection system and its existing water treatment and distribution system; and

WHEREAS, the wastewater system improvements project formally adopted on May 25, 2021 will be funded through Michigan's Clean Water State Revolving Loan Fund (CWSRF) program; and

WHEREAS, the water system improvements project formally adopted on June 22, 2021 will be funded through the state of Michigan's Drinking Water State Revolving Loan Fund (DWSRF) program; and

WHEREAS, the City of Muskegon has sought and received construction bids for the Morton Avenue Project and has received a low bid in the amount of \$1,732,668.75 from Jackson-Merkey Contractors of Muskegon, MI; and

WHEREAS, the City of Muskegon's project engineer, Prein&Newhof, has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon tentatively awards the contract for construction of the proposed wastewater and water system project to Jackson-Merkey Contractors of Muskegon, MI, contingent upon successful financial arrangements with the CWSRF Program.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on July 11, 2023.

BY: Ann Meisch, City Clerk

Signature

Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: Wilcox-Thompson Street Reconstruction
Submitted By: Dan VanderHeide	Department: DPW
Brief Summary: Authorize the award of the Wilcox-Thompson Street Reconstruction Contract to the low bidder, Kamminga & Roodvoets, and authorize the clerk to sign the attached resolution.	
Detailed Summary & Background: Our engineering consultant Prein & Newhof solicited bids for sewer replacement, water main replacement, lead service line replacement and street reconstruction in the Bluffton neighborhood. This project was introduced to the Commission at the October 25, 2022 regular meeting when the engineering work was awarded. It was also included in our DWRP and CWSRF Project Plans in June of 2021. A map of the project is shown at the right.  The low bidder, Kamminga & Roodvoets, has performed similar projects for the City, including currently working on the Sanford project, and is highly recommended by staff and by Prein & Newhof. Their low bid of \$4,048,154.05 is below the engineer's estimate. This project is financed through the sale of bonds in partnership with the State of Michigan Clean Water and Drinking Water Revolving Funds. The State of Michigan programs offer grants and principal forgiveness for portions of the project. We anticipate that when bonds are sold later this summer, we will be offered grants and forgiveness worth 75% of the water system cost, and 50% of the sewer system cost. For this project that is estimated at a combined \$2,497,306.23 of aid. The remainder of the project will be financed with a 1.875% interest rate. The portion of the project that will be financed will be added to the water and sewer debt fees. Staff estimates that when fully in effect in FY25, the combined debt fees associated with this project will be \$0.47 per month on a standard residential bill.	
Goal/Focus Area/Action Item Addressed: Item 2022-4.2 "Take advantage of external revenue sources," and Key Focus Areas "Decrease infrastructure burden on residents" and "Sustainability in financial practices and infrastructure."	
Amount Requested: \$4,048,154.05 (Total) \$1,550,847.82 (Bonded)	Budgeted Item: Yes ☒ No ☐
Fund(s) or Account(s): 590 (Sewer) & 591 (Water)	Budgeted Amendment Needed: Yes ☐ No ☒

Recommended Motion: I move to approve award of the Wilcox-Thompson Streets Reconstruction Project to Kamminga & Roodvoets, contingent upon successful financial arrangements with the CWSRF and DWRP programs, and authorize the Clerk to sign the included resolution.

Approvals:

Legal Review

☐

Immediate Division Head ☒

Information Technology ☒

Other Division Heads ☒

Communication

☐

Guest(s) Invited / Presenting

Yes ☐

No ☒

June 23, 2023
2221072

Mr. Dan Vander Heide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

RE: SRF/DWRF FY 2023
Wastewater and Water System Improvements – Wilcox Avenue and Thompson Avenue

Dear Mr. Vander Heide:

On Thursday, June 22nd, the City received two bids for the referenced project. The two bids were \$4,048,154.05 and \$4,505,728.40. Kamminga and Roodvoets of Grand Rapids, MI submitted the lowest bid at \$4,048,154.05. A tabulation of the bids is enclosed for reference.

This project is being financed through both the State Revolving Fund (SRF) and the Drinking Water Revolving Fund (DWRF) with the city funding certain ineligible costs. Due to the overlap of the various scopes of work, the State has required an Alternative Justifiable Expenditures calculation to be completed to determine the financing share for each program, this breakdown is as follows:

SRF Eligible	\$2,155,237.22
DWRF Eligible	\$1,892,916.83

We discussed the project with Kamminga and Roodvoets. They indicated a good understanding of the project's critical elements such as phasing, schedule, and criticality of the infrastructure being worked on. Work will begin in the spring of 2024. They did not express any concerns with completing the project successfully and on time.

Kamminga and Roodvoets has successfully completed projects of similar size and scope with Prein&Newhof and the City of Muskegon in the past.

If you have any questions, please do not hesitate to ask.

Sincerely,

Prein&Newhof



Matthew R. Hulst, P.E.

Enclosures: Bid Tabulation Sheets

Bid Tabulation Summary

Bid Date:

22-Jun-23

Bid Time (Local):

2:00 PM

Owner:

City of Muskegon

Project Title:

Wastewater and Water System Improvements, Wilcox Avenue & Thompson Avenue

Project #:

2221072

Number	Contractor Name	Bid Amount
1st	Kamminga & Roodvoets 3435 Broadmoor Ave SE, Grand Rapids, MI 49512	\$4,048,154.05
2nd	Jackson-Merkey Contractors 3430 Lund Ave, Muskegon, MI 49442	\$4,505,728.40 *

* Denotes correction made by Engineer

Bid Tabulation

Owner: City of Muskegon				1st Kamminga & Roodvoets 3435 Broadmoor Ave SE Grand Rapids, MI 49512		2nd Jackson-Merkey Contractors 3430 Lund Ave Muskegon, MI 49442	
Project Title: Wastewater and Water System Improvements, Wilcox Avenue & Thompson Avenue							
Bid Date & Time: June 22, 2023 at 2:00 PM		Project #: 2221072					
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization, Max, 10%	1	Lsum	\$400,000.00	\$400,000.00	\$430,000.00	\$430,000.00
2	Traffic Control	1	Lsum	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
3	Project Sign	1	Lsum	\$700.00	\$700.00	\$5,000.00	\$5,000.00
4	Tree, Rem, 6 inch to 18 inch	15	Ea	\$650.00	\$9,750.00	\$620.00	\$9,300.00
5	Tree, Rem, 19 inch to 36 inch	9	Ea	\$1,900.00	\$17,100.00	\$2,975.00	\$26,775.00
6	Tree, Rem, Greater than 37 inch	1	Ea	\$3,200.00	\$3,200.00	\$5,300.00	\$5,300.00
7	Stump, Rem, 19 inch to 36 inch	1	Ea	\$325.00	\$325.00	\$350.00	\$350.00
8	Dr Structure, Rem	51	Ea	\$500.00	\$25,500.00	\$400.00	\$20,400.00
9	Dr Structure, Adj, Case 1	2	Ea	\$1,200.00	\$2,400.00	\$562.00	\$1,124.00
10	Sanitary Manhole, Abandon	3	Ea	\$900.00	\$2,700.00	\$182.00	\$546.00
11	Sewer Rem, Less than 24 inch	3,090	Ft	\$9.50	\$29,355.00	\$13.45	\$41,560.50
12	Sewer Rem, 24 inch to 48 inch	440	Ft	\$9.50	\$4,180.00	\$16.80	\$7,392.00
13	Sanitary Sewer, Abandon, Less than 10-inch	1,500	Ft	\$7.00	\$10,500.00	\$8.75	\$13,125.00
14	Curb and Gutter Rem	6,500	Ft	\$4.50	\$29,250.00	\$4.30	\$27,950.00
15	Pavt, Rem	1,750	Syd	\$8.50	\$14,875.00	\$9.35	\$16,362.50
16	HMA Surface, Rem	11,260	Syd	\$3.50	\$39,410.00	\$1.50	\$16,890.00
17	Sidewalk, Rem	1,292	Syd	\$9.00	\$11,628.00	\$10.45	\$13,501.40
18	Irrigation Repair Allowance	30,000	Dlr	\$1.00	\$30,000.00	\$1.00	\$30,000.00
19	Lift Station, Abandon	1	Lsum	\$6,750.00	\$6,750.00	\$2,500.00	\$2,500.00
20	Erosion Control, Inlet Protection, Fabric Drop	30	Ea	\$125.00	\$3,750.00	\$139.50	\$4,185.00
21	Machine Grading, Modified	32	Sta	\$5,325.00	\$170,400.00	\$6,500.00	\$208,000.00

Bid Tabulation

Owner: City of Muskegon				1st Kamminga & Roodvoets 3435 Broadmoor Ave SE Grand Rapids, MI 49512		2nd Jackson-Merkey Contractors 3430 Lund Ave Muskegon, MI 49442			
Project Title: Wastewater and Water System Improvements, Wilcox Avenue & Thompson Avenue									
Bid Date & Time: June 22, 2023 at 2:00 PM		Project #: 2221072							
Item No.		Description		Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount
22	Aggregate Base, 8 inch, Modified			11,520	Syd	\$17.00	\$195,840.00	\$14.65	\$168,768.00
23	Aggregate Surface Cse, 8 inch, Mod			1,000	Syd	\$17.00	\$17,000.00	\$17.30	\$17,300.00
24	Aggregate Base, Conditioning			725	Syd	\$4.00	\$2,900.00	\$3.90	\$2,827.50
25	HMA, 4EML			1,225	Ton	\$105.22	\$128,894.50	\$105.25	\$128,931.25
26	HMA, 5EML			935	Ton	\$121.28	\$113,396.80	\$121.30	\$113,415.50
27	Driveway, Nonreinf Conc, 6 inch			1,615	Syd	\$48.00	\$77,520.00	\$51.60	\$83,334.00
28	Curb and Gutter, Conc. Det D2, Mod			250	Ft	\$30.00	\$7,500.00	\$21.40	\$5,350.00
29	Curb and Gutter, Conc. Det F4			6,200	Ft	\$21.00	\$130,200.00	\$17.40	\$107,880.00
30	Sidewalk, Conc, 4 inch			7,490	Sft	\$4.50	\$33,705.00	\$4.65	\$34,828.50
31	Sidewalk, Conc, 6 inch			2,325	Sft	\$7.25	\$16,856.25	\$6.60	\$15,345.00
32	Curb Ramp, Conc, 4 inch			625	Sft	\$6.50	\$4,062.50	\$5.20	\$3,250.00
33	Curb Ramp, Conc, 6 inch			1,520	Sft	\$7.50	\$11,400.00	\$7.20	\$10,944.00
34	Curb Ramp Opening, Conc			130	Ft	\$28.00	\$3,640.00	\$17.40	\$2,262.00
35	Detectable Warning Surface			130	Ft	\$35.00	\$4,550.00	\$45.00	\$5,850.00
36	Road Patch, Complete			17	Ea	\$1,800.00	\$30,600.00	\$1,198.00	\$20,366.00
37	Turf Restoration			32	Sta	\$750.00	\$24,000.00	\$2,500.00	\$80,000.00
38	Sign, Type III, Erect, Salv			2	Ea	\$250.00	\$500.00	\$100.00	\$200.00
39	Sanitary Sewer, 6", Tr Det B			5	Ft	\$125.00	\$625.00	\$343.00	\$1,715.00
40	Sanitary Sewer, 8", Tr Det B			1,030	Ft	\$130.00	\$133,900.00	\$217.00	\$223,510.00 *
41	Sanitary Sewer, 10", Tr Det B			870	Ft	\$140.00	\$121,800.00	\$186.50	\$162,255.00
42	Sanitary Sewer, 12", Tr Det B			246	Ft	\$150.00	\$36,900.00	\$171.50	\$42,189.00

Bid Tabulation

Owner: City of Muskegon				1st Kamminga & Roodvoets 3435 Broadmoor Ave SE Grand Rapids, MI 49512		2nd Jackson-Merkey Contractors 3430 Lund Ave Muskegon, MI 49442	
Project Title: Wastewater and Water System Improvements, Wilcox Avenue & Thompson Avenue							
Bid Date & Time: June 22, 2023 at 2:00 PM		Project #: 2221072					
Item No. Description Quantity Unit				Unit Price Total Amount		Unit Price Total Amount	
43	Sanitary Sewer, 15", Tr Det B	1,040	Ft	\$160.00	\$166,400.00	\$457.50	\$475,800.00
44	Sanitary Sewer, 18", Tr Det B	24	Ft	\$180.00	\$4,320.00	\$314.00	\$7,536.00
45	Sanitary Manhole, 24" Dia	1	Ea	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00
46	Sanitary Manhole, 48" Dia	16	Ea	\$4,600.00	\$73,600.00	\$7,988.00	\$127,808.00
47	Sanitary Drop Manhole, 48" Dia	3	Ea	\$7,500.00	\$22,500.00	\$12,815.00	\$38,445.00
48	Sanitary Sewer, Wye, 8" x 6"	24	Ea	\$700.00	\$16,800.00	\$503.00	\$12,072.00
49	Sanitary Sewer, Wye, 10" x 6"	15	Ea	\$1,100.00	\$16,500.00	\$783.50	\$11,752.50
50	Sanitary Sewer, Wye, 12" x 6"	2	Ea	\$1,200.00	\$2,400.00	\$890.00	\$1,780.00
51	Sanitary Sewer, Wye, 15" x 6"	21	Ea	\$1,500.00	\$31,500.00	\$1,147.00	\$24,087.00
52	Sanitary Lateral, 6"	2,100	Ft	\$42.00	\$88,200.00	\$108.00	\$226,800.00
53	Sanitary Lateral, Connect to Ex.	58	Ea	\$400.00	\$23,200.00	\$488.50	\$28,333.00
54	Sanitary Sewer, Connect to Ex. 6"	1	Ea	\$400.00	\$400.00	\$683.50	\$683.50
55	Sanitary Sewer, Connect to Ex. 10"	1	Ea	\$500.00	\$500.00	\$847.00	\$847.00
56	Sanitary Sewer, Connect to Ex. 12"	4	Ea	\$600.00	\$2,400.00	\$997.00	\$3,988.00
57	Sanitary Sewer, Connect to Ex 18"	1	Ea	\$950.00	\$950.00	\$1,793.00	\$1,793.00
58	Sanitary Sewer, Bulkhead, 12 inch	1	Ea	\$300.00	\$300.00	\$1,112.00	\$1,112.00
59	Sanitary Sewer, CCTV	3,215	Ft	\$2.00	\$6,430.00	\$1.25	\$4,018.75
60	Sanitary Force Main, 6"	48	Ft	\$98.00	\$4,704.00	\$136.50	\$6,552.00
61	Sanitary Force Main, Bend, 45 Degree, 6"	1	Ft	\$900.00	\$900.00	\$825.50	\$825.50
62	Sanitary Force Main, Sleeve, 6"	1	Ea	\$1,000.00	\$1,000.00	\$4,295.00	\$4,295.00
63	Sewer, DI, 8 inch, Tr Det B	61	Ft	\$100.00	\$6,100.00	\$121.00	\$7,381.00

Bid Tabulation

Owner: City of Muskegon				1st Kamminga & Roodvoets 3435 Broadmoor Ave SE Grand Rapids, MI 49512		2nd Jackson-Merkey Contractors 3430 Lund Ave Muskegon, MI 49442			
Project Title: Wastewater and Water System Improvements, Wilcox Avenue & Thompson Avenue									
Bid Date & Time: June 22, 2023 at 2:00 PM		Project #: 2221072							
Item No.		Description		Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount
64	Sewer, Cl E, 12 inch, Tr Det B			676	Ft	\$90.00	\$60,840.00	\$76.30	\$51,578.80
65	Sewer, Cl E, 15 inch, Tr Det B			185	Ft	\$110.00	\$20,350.00	\$82.10	\$15,188.50
66	Sewer, Cl E, 18 inch, Tr Det B			533	Ft	\$150.00	\$79,950.00	\$89.20	\$47,543.60
67	Sewer, Cl E, 24 inch, Tr Det B			306	Ft	\$185.00	\$56,610.00	\$150.00	\$45,900.00
68	Sewer, Connect to Ex. 12"			3	Ea	\$600.00	\$1,800.00	\$639.50	\$1,918.50
69	Sewer, Connect to Ex. 24"			1	Ea	\$800.00	\$800.00	\$792.00	\$792.00
70	Dr Structure, 24 inch dia. Mod			16	Ea	\$1,400.00	\$22,400.00	\$2,098.00	\$33,568.00
71	Dr Structure, 48 inch dia, Mod			14	Ea	\$2,500.00	\$35,000.00	\$3,068.00	\$42,952.00
72	Dr Structure, 60 inch dia, Mod			2	Ea	\$4,600.00	\$9,200.00	\$5,130.00	\$10,260.00
73	Dr Structure Cover, Type B, Mod			10	Ea	\$1,100.00	\$11,000.00	\$900.00	\$9,000.00
74	Dr Structure Cover, Type K			21	Ea	\$1,300.00	\$27,300.00	\$1,200.00	\$25,200.00
75	Dr Structure Cover, Type C			1	Ea	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00
76	Exploratory Dig			1	Lsum	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00
77	Water Main, DI, 6", Tr Det G			104	Ft	\$100.00	\$10,400.00	\$172.00	\$17,888.00
78	Water Main, DI, 8", Tr Det G			2,869	Ft	\$120.00	\$344,280.00	\$99.40	\$285,178.60
79	Water Main, DI, 12", Tr Det G			5	Ft	\$160.00	\$800.00	\$655.50	\$3,277.50
80	Water Main, DI, 24", Tr Det G			30	Ft	\$350.00	\$10,500.00	\$475.00	\$14,250.00
81	Water Main, Bend, 45 Degree, 8"			18	Ea	\$1,000.00	\$18,000.00	\$936.00	\$16,848.00
82	Water Main, Bend, 45 Degree, 24"			4	Ea	\$4,000.00	\$16,000.00	\$5,861.00	\$23,444.00
83	Water Main, Bend, 22.5 Degree, 8"			1	Ea	\$950.00	\$950.00	\$936.00	\$936.00
84	Water Main, Reducer, 8" x 6"			2	Ea	\$700.00	\$1,400.00	\$874.50	\$1,749.00

Bid Tabulation

Owner: City of Muskegon				1st Kamminga & Roodvoets 3435 Broadmoor Ave SE Grand Rapids, MI 49512		2nd Jackson-Merkey Contractors 3430 Lund Ave Muskegon, MI 49442			
Project Title: Wastewater and Water System Improvements, Wilcox Avenue & Thompson Avenue									
Bid Date & Time: June 22, 2023 at 2:00 PM		Project #: 2221072							
Item No.		Description		Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount
85	Water Main, Reducer, 12" x 8"			1	Ea	\$1,000.00	\$1,000.00	\$1,964.00	\$1,964.00
86	Water Main, Reducer, 24" x 12"			1	Ea	\$3,400.00	\$3,400.00	\$4,840.00	\$4,840.00
87	Water Main, Sleeve, 6"			2	Ea	\$1,800.00	\$3,600.00	\$3,656.00	\$7,312.00
88	Water Main, Sleeve, 8"			4	Ea	\$2,000.00	\$8,000.00	\$4,847.00	\$19,388.00
89	Water Main, Sleeve, 24"			2	Ea	\$3,500.00	\$7,000.00	\$5,000.00	\$10,000.00
90	Water Main, Tee, 8" x 8" x 6"			8	Ea	\$1,000.00	\$8,000.00	\$1,392.00	\$11,136.00
91	Water Main, Tee, 8" x 8" x 8"			5	Ea	\$1,100.00	\$5,500.00	\$1,485.00	\$7,425.00
92	Water Main, Tapping Tee and Valve, 24" x 24" x 8"			1	Ea	\$9,500.00	\$9,500.00	\$9,972.00	\$9,972.00
93	Water Main, Valve and Box, 6"			8	Ea	\$2,100.00	\$16,800.00	\$2,078.00	\$16,624.00
94	Water Main, Valve and Box, 8"			15	Ea	\$2,800.00	\$42,000.00	\$3,054.00	\$45,810.00
95	Water Main, Cut and Cap, 6"			1	Ea	\$950.00	\$950.00	\$1,149.00	\$1,149.00
96	Water Main, Cut and Cap, 8"			1	Ea	\$1,000.00	\$1,000.00	\$1,484.00	\$1,484.00
97	Water Main, Cat and Cap, 12"			1	Ea	\$1,600.00	\$1,600.00	\$1,674.00	\$1,674.00
98	Valve Box, Adjust			3	Ea	\$450.00	\$1,350.00	\$654.50	\$1,963.50
99	Hydrant, Rem			7	Ea	\$500.00	\$3,500.00	\$597.00	\$4,179.00
100	Hydrant			8	Ea	\$4,600.00	\$36,800.00	\$5,748.00	\$45,984.00
101	Water Main, Rem			200	Ft	\$15.00	\$3,000.00	\$45.50	\$9,100.00
102	Water Service, Corporation Stop, 1"			98	Ea	\$1,000.00	\$98,000.00	\$750.00	\$73,500.00
103	Water Service, Curb Stop and Box, 1"			84	Ea	\$1,100.00	\$92,400.00	\$875.00	\$73,500.00
104	Water Service, Corporation Stop, 2"			1	Ea	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00
105	Water Service, Curb Stop and Box, 2"			1	Ea	\$1,700.00	\$1,700.00	\$3,000.00	\$3,000.00

Bid Tabulation

Owner: City of Muskegon				1st Kamminga & Roodvoets 3435 Broadmoor Ave SE Grand Rapids, MI 49512		2nd Jackson-Merkey Contractors 3430 Lund Ave Muskegon, MI 49442	
Project Title: Wastewater and Water System Improvements, Wilcox Avenue & Thompson Avenue							
Bid Date & Time: June 22, 2023 at 2:00 PM		Project #: 2221072					
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount
106	Water Service, 1"	7,264	Ft	\$38.00	\$276,032.00	\$28.75	\$208,840.00
107	Water Service, 2"	15	Ft	\$185.00	\$2,775.00	\$150.00	\$2,250.00
108	Water Service, Connect to Ex.	96	Ea	\$1,775.00	\$170,400.00	\$595.00	\$57,120.00
109	Water Service Restoration, Private	82	Ea	\$500.00	\$41,000.00	\$275.00	\$22,550.00
Total Bid				\$4,048,154.05		\$4,505,728.40 *	

* Denotes correction made by Engineer

**A RESOLUTION TO TENTATIVELY
AWARD A CONSTRUCTION CONTRACT
FOR WASTEWATER AND WATER SYSTEM IMPROVEMENTS**

2023-XX

WHEREAS, the City of Muskegon wishes to construct improvements to its existing wastewater collection system and its existing water treatment and distribution system; and

WHEREAS, the wastewater system improvements project formally adopted on May 25, 2021 will be funded through Michigan's Clean Water State Revolving Loan Fund (CWSRF) program; and

WHEREAS, the water system improvements project formally adopted on June 22, 2021 will be funded through the state of Michigan's Drinking Water State Revolving Loan Fund (DWSRF) program; and

WHEREAS, the City of Muskegon has sought and received construction bids for the Wilcox & Thompson Avenue Project and has received a low bid in the amount of \$4,048,154.05 from Kamminga & Roodvoets of Grand Rapids, MI; and

WHEREAS, the City of Muskegon's project engineer, Prein&Newhof, has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon tentatively awards the contract for construction of the proposed wastewater and water system project to Kamminga and Roodvoets of Grand Rapids, MI, contingent upon successful financial arrangements with the CWSRF and DWSRF Programs.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on July 11, 2023.

BY: Ann Meisch, City Clerk

Signature

Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: Harbour Towne & Edgewater Lift Stations Repairs Project
Submitted By: Dan VanderHeide	Department: DPW
Brief Summary: Authorize the award of the Harbour Towne and Edgewater Lift Station Repairs Contract to Jackson-Merkey, and authorize the clerk to sign the attached resolution.	
Detailed Summary & Background: Our engineering consultant Prein & Newhof solicited bids for pump replacements and other repairs to the Harbour Towne and Edgewater Lift Stations. This project was introduced to the Commission at the October 25, 2022 regular meeting when the engineering work was awarded. It was also included in our DWRP and CWSRF Project Plans in June of 2021. The low bidder, Jackson-Merkey, has performed similar projects for the City, including having built both of these lift stations at the time of their original construction. Their low bid of \$424,995 is below the engineer's estimate and \$2,505 below the second lowest bid. The City has had mixed results with Jackson-Merkey. The second half of the Terrace Street project was better managed than previous projects, and due to program requirements the City would be responsible to pay for the "extra" \$2,505 if we were to award to the second lowest bidder. For these reasons, staff recommends award to Jackson-Merkey. This project is financed through the sale of bonds in partnership with the State of Michigan Clean Water State Revolving Fund. The State programs offer grants and principal forgiveness for portions of the project. We anticipate that when bonds are sold later this summer, we will be offered grants and forgiveness worth 50% of the sewer system cost. For this project that is estimated at \$213,750 of aid. The remainder of the project will be financed with a 1.875% interest rate. The portion of the project that will be financed will be added to the sewer debt fee. Staff estimates that when fully in effect in FY25, the sewer debt fee associated with this project will be \$0.07 per month on a standard residential bill.	
Goal/Focus Area/Action Item Addressed: Item 2022-4.2 "Take advantage of external revenue sources," and Key Focus Areas "Decrease infrastructure burden on residents" and "Sustainability in financial practices and infrastructure."	
Amount Requested: \$427,500 (Total) \$213,750 (Bonded)	Budgeted Item: Yes ☒ No ☐
Fund(s) or Account(s): Sewer (590)	Budgeted Amendment Needed: Yes ☐ No ☒
Recommended Motion: I move to approve award of the Harbour Towne and Edgewater Lift Station Repairs Project to Jackson-Merkey, contingent upon successful financial arrangements with the CWSRF program, and authorize the Clerk to sign the included resolution.	

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

July 06, 2023
2221072

Mr. Dan Vander Heide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

RE: SRF/DWRF FY 2023
Wastewater System Improvements – Edgewater and Harbour Towne Lift Stations

Dear Mr. Vander Heide:

On Tuesday, June 27th, the City received two bids for the referenced project. The bids ranged from \$424,995.00 to \$427,500.00. Jackson-Merkey Contractors of Muskegon, MI submitted the lowest bid at \$424,995.00. A tabulation of the bids is enclosed for reference.

We discussed the project with Jackson-Merkey. They indicated a good understanding of the project's critical elements such as phasing, schedule, and criticality of the infrastructure being worked on. They did not express any concerns with completing the project successfully and on time.

Jackson-Merkey has successfully completed projects of similar size and scope with Prein&Newhof and the City of Muskegon in the past.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Prein&Newhof



Matthew R. Hulst, P.E.

Enclosures: Bid Tabulation Sheets

**A RESOLUTION TO TENTATIVELY
AWARD A CONSTRUCTION CONTRACT
FOR WASTEWATER SYSTEM IMPROVEMENTS**

2023-XX

WHEREAS, the City of Muskegon wishes to construct improvements to its existing wastewater collection system; and

WHEREAS, the wastewater system improvements project formally adopted on May 25, 2021 will be funded through Michigan's State Revolving Loan Fund (SRF) program; and

WHEREAS, the City of Muskegon has sought and received construction bids for the Edgewater and Harbour Towne Lift Stations Project and has received a bid in the amount of \$424,995.00 from Jackson-Merkey of Muskegon, MI; and

WHEREAS, the City of Muskegon's project engineer, Prein&Newhof, has recommended awarding the contract to Jackson-Merkey.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon tentatively awards the contract for construction of the proposed wastewater system project to Jackson-Merkey of Muskegon, MI, contingent upon successful financial arrangements with the CWSRF Program.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on July 11, 2023.

BY: Ann Meisch, City Clerk

Signature

Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: Contract Award- Keating, Industrial to Port City	
Submitted By: Todd Myers	Department: DPW	
Brief Summary: Staff is requesting authorization to approve a contact with Asphalt Paving Inc, in the amount of \$201,644.45 for the repaving of Keating Avenue from Industrial Boulevard to Port City Boulevard.		
Detailed Summary & Background: Bids were solicited for a construction project to mill and resurface Keating Ave from Industrial to Port City, along with necessary casting adjustments and maintenance of traffic. Asphalt Paving, Inc. provided the low bid. The bid tabulation is attached.		
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices and infrastructure.		
Amount Requested: \$201,664.45	Budgeted Item: Yes ☒ No ☐	
Fund(s) or Account(s): 202 (Major Streets)	Budgeted Amendment Needed: Yes ☐ No ☒	
Recommended Motion: I move to authorize staff to enter into a contact with Asphalt Paving, Inc. in the amount of \$201,664.45 for the resurfacing of Keating Avenue from Industrial Boulevard to Port City Boulevard.		
Approvals: Immediate Division Head ☒ Other Division Heads ☒ Legal Review ☐ Information Technology ☐ Communication ☐		Guest(s) Invited / Presenting Yes ☐ No ☒

BID TABULATION													
City of Muskegon Engineering Department				Project Engineer: KP/JB		Date: 5/31/2023							
				Project Number: H92324									
				Project description: Keating, Industrial to Port City									
						Engineers Estimate		Asphalt Paving, Inc		Michigan Paving & Mtrl		Rieth-Riley	
Line Item	Pay Code	Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	1100001	Mobilization, Max	LSUM	1	\$ 31,556.00	\$ 31,556.00	\$ 8,400.00	\$ 8,400.00	\$ 19,840.00	\$ 19,840.00	\$ 14,700.00	\$ 14,700.00	
2	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	16	\$ 102.80	\$ 1,644.80	\$ 100.00	\$ 1,600.00	\$ 150.00	\$ 2,400.00	\$ 150.00	\$ 2,400.00	
3	3062002	Intersection Maintenance	Ea	2	\$ 2,277.72	\$ 4,555.44	\$ 750.00	\$ 1,500.00	\$ 2,555.00	\$ 5,110.00	\$ 1,000.00	\$ 2,000.00	
4	4030004	Dr Structure Cover, Adj, Case 1, Modified	Ea	9	\$ 1,000.00	\$ 9,000.00	\$ 1,150.00	\$ 10,350.00	\$ 800.00	\$ 7,200.00	\$ 800.00	\$ 7,200.00	
5	4030010	Dr Structure Cover, Type B	Ea	9	\$ 600.00	\$ 5,400.00	\$ 500.00	\$ 4,500.00	\$ 650.00	\$ 5,850.00	\$ 650.00	\$ 5,850.00	
6	5010002	Cold Milling HMA Surface	Syd	8193	\$ 1.53	\$ 12,535.29	\$ 0.85	\$ 6,964.05	\$ 3.21	\$ 26,299.53	\$ 4.00	\$ 32,772.00	
7	5012025	HMA, 4EML	Ton	1820	\$ 135.00	\$ 245,700.00	\$ 86.82	\$ 158,012.40	\$ 112.00	\$ 203,840.00	\$ 121.80	\$ 221,676.00	
8	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	2	\$ 105.25	\$ 210.50	\$ 80.00	\$ 160.00	\$ 80.00	\$ 160.00	\$ 80.00	\$ 160.00	
9	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	2	\$ 21.71	\$ 43.42	\$ 5.00	\$ 10.00	\$ 5.00	\$ 10.00	\$ 5.00	\$ 10.00	
10	8120170	Minor Traf Devices	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 9,100.00	\$ 9,100.00	\$ 8,896.00	\$ 8,896.00	\$ 7,700.00	\$ 7,700.00	
11	8120252	Plastic Drum, Fluorescent, Furn	Ea	20	\$ 30.00	\$ 600.00	\$ 19.00	\$ 380.00	\$ 19.00	\$ 380.00	\$ 19.00	\$ 380.00	
12	8120253	Plastic Drum, Fluorescent, Oper	Ea	20	\$ 2.49	\$ 49.80	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	
13	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	86	\$ 8.10	\$ 696.60	\$ 5.00	\$ 430.00	\$ 5.00	\$ 430.00	\$ 5.00	\$ 430.00	
14	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	86	\$ 0.73	\$ 62.78	\$ 1.00	\$ 86.00	\$ 1.00	\$ 86.00	\$ 1.00	\$ 86.00	
15	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	12	\$ 11.75	\$ 141.00	\$ 10.00	\$ 120.00	\$ 10.00	\$ 120.00	\$ 10.00	\$ 120.00	
16	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	12	\$ 1.02	\$ 12.24	\$ 1.00	\$ 12.00	\$ 1.00	\$ 12.00	\$ 1.00	\$ 12.00	
						\$ -		\$ -		\$ -		\$ -	

Total: \$ 317,207.87 \$ 201,644.45 \$ 280,653.53 \$ 295,516.00

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 11, 2023		Title: Olthoff Drive Extension Project Change Order	
Submitted By: Dan VanderHeide		Department: DPW	
Brief Summary: Staff is requesting authorization to approve a contact change order with Terra Excavators, LLC, in the amount of \$193,404.00.			
Detailed Summary & Background: This project has been delayed significantly from when it was awarded at the April 25, 2023 Commission meeting. Pipe material delays continue to plague the project, however close coordination with the adjacent property owner has prevented these delays from impacting the critical parts of the overall project. The project, as it was originally designed, required City staff to perform a large portion of the work on the prison site due to security concerns. As a part of that coordination with the adjacent property owner, the City's consulting engineer and the contract worked to find ways to reduce the security concerns and the City's direct responsibilities. By raising the road and allowing the sewer to connect further west in the existing portion Olthoff Drive, the need to enter the prison property for construction and for maintenance was eliminated. This also eliminated an estimated \$166,113 in costs the City DPW would have incurred by needing to perform work on the prison site. In effect this change order represents approximately an increase of \$27,291 to the project, however since the contractor will now be performing all of the work, their contract increases by an amount of \$193,404 as shown on the attached spreadsheet. While the original contract of \$1,043,104.60 was budgeted in FY24, this change order was not, and a budget reforecast will be included at the next quarter. The MEDC grant that paid for demolition of the prison and is paying for the utilities in this project has the funds to pay for this change order, so it will be a revenue-neutral reforecast.			
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices and infrastructure.			
Amount Requested: \$193,404.00 (Additional) \$1,236,508.60 (Total)		Budgeted Item: Yes ☐ No ☒	
Fund(s) or Account(s): 445 (Public Improvement)		Budgeted Amendment Needed: Yes ☒ No ☐	
Recommended Motion: I move to authorize staff to approve the change order amount of \$193,404.0 revising the contract amount for the Olthoff Extension contract amount with Terra Contractors, LLC to 1,236,508.60.			
Approvals:		Legal Review ☐	Guest(s) Invited / Presenting
Immediate Division Head ☒	Information Technology ☐	Yes ☐	
Other Division Heads ☒	Communication ☐	No ☒	

City of Muskegon
Olthoff Drive Extension
Utility Alternate

Item Description	Units	Initial Quantity	Pending Changes	Revised Quantity	Contract Unit Price	Contract Amount	Revised Pricing	Revised Amount
Mobilization, Max	LS	1	0	1	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Clearing	Acre	1	0	0.5	\$19,500.00	\$9,750.00	\$19,500.00	\$9,750.00
Sewer, Rem, Less than 24 inch	Ft	6	0	6	\$50.00	\$300.00	\$50.00	\$300.00
Curb and Gutter, Rem	Ft	630	0	630	\$8.00	\$5,040.00	\$8.00	\$5,040.00
Fence, Rem	Ft	30	0	30	\$8.00	\$240.00	\$8.00	\$240.00
Embankment, CIP	Cyd	430	0	430	\$4.00	\$1,720.00	\$4.00	\$1,720.00
Excavation, Earth	Cyd	5489	0	5,489	\$4.00	\$21,956.00	\$4.00	\$21,956.00
Machine Grading	Sta	33	0	33	\$1,650.00	\$54,450.00	\$1,250.00	\$41,250.00
Erosion Control, Silt Fence	Ft	1421	0	1,421	\$2.00	\$2,842.00	\$2.00	\$2,842.00
Aggregate Base, 6 inch	Syd	8709	0	8,709	\$15.00	\$130,635.00	\$15.00	\$130,635.00
Sewer, CI IV, 12 inch, Tr Det A	Ft	365	(120)	245	\$45.00	\$16,425.00	\$45.00	\$11,025.00
Sewer, CI IV, 12 inch, Tr Det B	Ft	88	465	553	\$45.00	\$3,960.00	\$45.00	\$24,885.00
Video Taping Sewer and Culv Pipe	Ft	1214	755	1,969	\$2.25	\$2,731.50	\$2.25	\$4,430.25
_ Catch Basin, Removal and Relocation	Ea	4	(2)	2	\$3,800.00	\$15,200.00	\$3,800.00	\$7,600.00
_ Catch Basin, Special, 48 inch dia	Ea	4	0	4	\$2,100.00	\$8,400.00	\$2,100.00	\$8,400.00
Dr Structure Cover, Adj, Case 1, Modifie	Ea	1	0	1	\$500.00	\$500.00	\$500.00	\$500.00
Dr Structure Cover, Type K , Modified	Ea	16	0	16	\$500.00	\$8,000.00	\$500.00	\$8,000.00
_ Leaching Basin, 72 inch dia	Ea	10	0	10	\$9,400.00	\$94,000.00	\$9,400.00	\$94,000.00
_ Sanitary Manhole Cover	Ea	3	1	4	\$750.00	\$2,250.00	\$750.00	\$3,000.00
Underdrain, Subgrade,Open-Graded, 12in	Ft	876	0	876	\$63.00	\$55,188.00	\$63.00	\$55,188.00
HMA Surface, Rem	Syd	1824	0	1,824	\$3.00	\$5,472.00	\$3.00	\$5,472.00
HMA, 4EML	Ton	1763	0	1,763	\$99.70	\$175,771.10	\$99.70	\$175,771.10
Curb and Gutter, Conc, Det F4	Ft	3346	0	3,346	\$21.00	\$70,266.00	\$21.00	\$70,266.00
Post, Steel, 3 lb	Ft	120	0	120	\$10.00	\$1,200.00	\$10.00	\$1,200.00
Sign, Type III, Erect, Salv	Ea	2	0	2	\$85.00	\$170.00	\$85.00	\$170.00
Sign, Type III, Rem	Ea	2	0	2	\$60.00	\$120.00	\$60.00	\$120.00
Sign, Type IIIB	Sft	43	0	43	\$23.00	\$989.00	\$23.00	\$989.00
Reflect Pan for Perm Sign Supprt, 6 foot	Ea	4	0	4	\$60.00	\$240.00	\$60.00	\$240.00
Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	2954	0	2,954	\$1.00	\$2,954.00	\$1.00	\$2,954.00
Gate Valve and Box, 8 inch	Ea	6	(1)	5	\$1,600.00	\$9,600.00	\$1,600.00	\$8,000.00
Gate Valve and Box, 12 inch	Ea	1	0	1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
Water Main, 8 inch, Cut and Plug	Ea	6	(1)	5	\$1,100.00	\$6,600.00	\$1,100.00	\$5,500.00
Live Tap, 12 inch by 16 inch	Ea	1	0	1	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00
Gate Box, Adj, Case 1	Ea	1	0	1	\$750.00	\$750.00	\$750.00	\$750.00
Water Main, DI, 12 inch, Tr Det G	Ft	1355	0	1,355	\$70.00	\$94,850.00	\$70.00	\$94,850.00
Water Main, DI, 8 inch, Tr Det G	Ft	422	(44)	378	\$60.00	\$25,320.00	\$60.00	\$22,680.00
_ Bend, 12 inch, 22.5 Degree, DI MJ	Ea	2	0	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
_ Bend, 12 inch, 45 Degree, DI MJ	Ea	22	0	22	\$1,400.00	\$30,800.00	\$1,400.00	\$30,800.00
_ Hydrant, 6 inch, Standard	Ea	6	0	6	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00
Hydrant, Rem , Modified	Ea	1	0	1	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00
_ Reducer, 12 inch x 8 inch, DI MJ	Ea	1	0	1	\$800.00	\$800.00	\$800.00	\$800.00
_ Tee,12 inch x 6 inch, DI MJ	Ea	6	0	6	\$1,600.00	\$9,600.00	\$1,600.00	\$9,600.00
_ Tee, 12 inch x 8 inch, DI MJ	Ea	5	(1)	4	\$1,650.00	\$8,250.00	\$1,650.00	\$6,600.00
_ Tee, 16 inch x 12 inch, DI MJ	Ea	1	0	1	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00
Sanitary Sewer, PVC, 8 inch, Tr Det B2	Ft	127	0	127	\$45.00	\$5,715.00	\$45.00	\$5,715.00
Sanitary Sewer, PVC, 12 inch, Tr Det B2	Ft	650	414	1,064	\$110.00	\$71,500.00	\$110.00	\$117,040.00
Sanitary Structure, 48 inch dia	Ea	3	1	4	\$3,800.00	\$11,400.00	\$3,800.00	\$15,200.00
Sanitary Structure Cover, Adj, Case 2	Ea	1	0	1	\$950.00	\$950.00	\$950.00	\$950.00
Gate Valve and Box, 10 inch	Ea	0	1	1	\$ -	\$ -	\$ 4,200.00	\$ 4,200.00
Water main, DI, 10 inch, Tr Det G	Ft	0	44	44	\$ -	\$ -	\$ 125.00	\$ 5,500.00
Water main, DI ,10 inch, Cut and Plug	Ea	0	1	1	\$ -	\$ -	\$ 1,600.00	\$ 1,600.00
Tee, 12 inch x 10 inch, DI MJ	Ea	0	1	1	\$ -	\$ -	\$ 2,200.00	\$ 2,200.00
Sand Import	Cyd	0	4,000	4,000	\$ -	\$ -	\$ 16.00	\$ 64,000.00
Sanitary Bypass	Ea	0	1	1	\$ -	\$ -	\$ 24,500.00	\$ 24,500.00
Access Road	Syd	0	1,500	1,500	\$ -	\$ -	\$ 20.00	\$ 30,000.00
Sanitary doghouse manhole	ea	0	1	1	\$ -	\$ -	\$ 6,500.00	\$ 6,500.00
Traffic	ea	0	1	1	\$ -	\$ -	\$ 3,280.00	\$ 3,280.00
Construction water supply	lf	0	1,100	1,100	\$ -	\$ -	\$ 11.00	\$ 12,100.00
						\$1,043,104.60		\$1,236,508.35

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: Shoreline Drive Pilot Phase II
Submitted By: Dan VanderHeide	Department: DPW
Brief Summary: Authorize staff to spend up to \$56,000 for the implementation of the second phase of the Shoreline Drive Traffic Pilot, including authorizing staff to enter into contracts with Give 'Em a Brake Safety and Barry's Greenhouses for \$20,890 and \$14,000 respectively.	
Detailed Summary & Background: At the work session meeting on June 12, 2023, staff presented options for the implementation of the second phase of the Shoreline Drive Traffic Pilot. This phase is intended to be longer and more representative of the summer and event season than the first phase was last fall. Commission expressed support for the pilot, as well as for some "imagination stations" that would call to mind what the next version of Shoreline Drive could look like. As discussed at the meeting, those stations will include landscaping along the corridor, and could include a section of parking near the Arena and/or Farmer's Market, street art at intersections or elsewhere, and additional stations if community partners are interested in participating (such as a temporary or faux bus stop). The traffic control and data collection will be set up as quickly as possible in order to obtain data in July of 2023 and make more direct comparisons to our baseline data from July of 2022. The imagination items will be deployed as soon as they are available. In summary of the costs: • Traffic control contract with Give 'Em a Brake Safety: \$20,890.00 (See Attached) • Landscaping by Barry's Greenhouses: \$14,000 Quote Plus \$6,000 Contingency (See Attached) • Supplies and Labor for Street Artwork: \$5,000 • Miscellaneous Imagination Station Supplies & Labor: \$10,000 The total as presented here and discussed at the work session is \$56,000 based on the two attached quotes and efforts to assemble the imagination stations.	
Goal/Focus Area/Action Item Addressed: Designation Community & Quality of Life / Improved Access to the Waterfront Financial Infrastructure / Decrease infrastructure burden on residents	
Amount Requested: \$56,000	Budgeted Item: Yes ☒ No ☐
Fund(s) or Account(s): 202 (Major Streets)	Budgeted Amendment Needed: Yes ☐ No ☒

Recommended Motion:

I move to authorize staff to spend up to \$56,000 for the implementation of the second phase of the Shoreline Drive Traffic Pilot, including authorizing staff to enter into contracts with Give 'Em a Brake Safety and Barry's Greenhouses for \$20,890 and \$14,000 respectively.

Approvals:

Immediate Division Head ☒

Other Division Heads ☒

Legal Review ☐

Information Technology ☐

Communication ☒

Guest(s) Invited / Presenting

Yes ☐

No ☒



PROJECT: CITY OF MUSKEGON SHORELINE DRIVE ROAD DIET

COUNTY: MUSKEGON

BID DATE: 08/30/2022

NO.	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL PRICE
LOCATION: SHORELINE DRIVE STAGE 3 MUSKEGON CO					
-	TRAFFIC CONTROL	1.00	LS	20,890.00	20,890.00
	INCLUDES ITEMS AND SIGNAGE LISTED BELOW FOR CLOSING THE RIGHT LANE IN BOTH DIRECTIONS ON SHORELINE DR ALL AS SHOWN IN THE PLAN SHEETS, AND GIVE 'EM A BRAKE SAFETY'S MOBILIZATION TO INSTALL ALL SIGNAGE ON POSTS, CLOSE THE LANES AFTER SIGN INSTALLATION, AND REMOVE EVERYTHING WHEN COMPLETE IN NOVEMBER 2023.				
	LIGHTED ARROW, TYPE C, FURN	2.00	EA		
	LIGHTED ARROW, TYPE C, OPER	2.00	EA		
	(INCLUDES ALL COSTS ASSOCIATED WITH OPERATING ARROW INCLUDING REPLACEMENT PARTS)				
	PLASTIC DRUM, FLUORESCENT, FURN	175.00	EA		
	PLASTIC DRUM, FLUORESCENT, OPER	175.00	EA		
	SIGN, TYPE B, TEMP, PRISMATIC, FURN	850.00	SFT		
	SIGN, TYPE B, TEMP, PRISMATIC, OPER	850.00	SFT		
	SIGN, TYPE B, TEMP, PRISMATIC, SPECIAL, FURN	60.00	SFT		
	SIGN, TYPE B, TEMP, PRISMATIC, SPECIAL, OPER	60.00	SFT		

Prices are based on a completion date of November 14, 2023, or 18 weeks or sooner. Any traffic control equipment used beyond November 14, 2023 will be billed to the contractor on a daily rental basis.

ADDITIONAL COMMENTS:

** Traffic Control Devices missing from project will be invoiced additionally at GEBS replacement cost.

** Staking for the locations of temporary and permanent signage is the responsibility of the contractor.

** If you would like a quote for Give 'Em A Brake to provide the temporary sign staking please call for a quote to do so.

** Only the principal contractor has sufficient control and information to determine the actual use of the traffic control equipment and the day-to-day set-up, alignment, weighting down, locating/relocating of the traffic control equipment shall be the sole responsibility of the principal contractor. Give 'Em a Brake Safety shall have no obligation to indemnify, defend, or hold harmless the principal project contractor or the Department of Transportation from any claims, liabilities, or obligations arising out of the use/misuse of the traffic control equipment, excepting those claims, if any, arising out of the sole negligence of Give 'Em a Brake Safety.

** The removal, repositioning, and/or relocating of any permanent signs will be the responsibility of the contractor unless specific line items for payment have been included in Give 'Em a Brake Safety's quote.

** Final quantities for traffic control must be approved by Give 'Em a Brake Safety.

** This quote is exempt from bonds and dues.

** Give 'Em A Brake Safety LLC is an Equal Opportunity Employer.

If you have questions regarding this quote, please call Chris Heyboer at (616) 531-8705 or email at cheyboer@gebsafety.com.



Estimate

Barry's Greenhouse
3000 Whitehall
North Muskegon, MI 49445
Mobile Phone: 231-740-4651
mcarlton@wheelfishgroup.com

Estimate Number: E230612960
Estimate Date: 06/12/2023
Payment Terms: Payment 7 days after
invoice date
Estimate Amount: 14,000.00
Created By: Matt Carlton

Bill To
City of Muskegon-Todd

Ship To
City of Muskegon-Todd

Item #	Item Name	Quantity	Taxable	Total
1549	Large Flowerpot	40.00		14,000.00

Comments:

Thank you for your business. It is our pleasure to serve you!
Barry's Greenhouses is locally owned and operated, and we are
proud to call Muskegon our home! If you choose to pay by
check, please make check payable to Barry's Greenhouses.

Subtotal: \$ 14,000.00
Estimate Amount \$ 14,000.00

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11 th 2023	Title: Splashpad RFQ/RFP
Submitted By: Kyle Karczewski	Department of Public Works
Brief Summary: Staff requests authorization to issue a request for qualifications/proposals to replace the downtown splash pad.	
Detailed Summary & Background: During the summer of 2022 the downtown splash pad was subject to frequent breakdowns and disruptions in service. An extensive amount of resources were put towards the project on numerous occasions to provide what little operational use the site was able to provide in 2022. Late in 2022 the system failed again and it was determined in the best interest to close it for the remainder of the year. The Parks irrigation staff have created a temporary fix to provide this amenity to our residents for the summer of 2023 to hopefully get us through the season but this is not a permanent solution. Staff is requesting approval to issue the attached request for qualifications to begin the next phase of this project which will start to envision a long term replacement for the site. Proposals received through the RFQ process will be reviewed and shortlisted by a team of stakeholders and then presented to the Commission and Public for additional feedback. Construction of a new site for use in 2024 is the expectation. The Michigan Spark Grant has awarded the City of Muskegon \$250,000 with an additional donation of \$50,000 from Howmet to help with upgrades to the splash pad and replacement of the "Alcoa Celebration Square" sign. The previous RFP for this project was developed prior to the receiving the Spark grant. This proposal is being created to fit into the awarded grant amount.	
Goal/Focus Area/Action Item Addressed: Destination Community & Quality of Life / Enhanced Parks & Recreation Department and Services	
Amount Requested: N/A	Amount Budgeted: \$290,000
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize staff to issue a request for qualifications for the replacement of the downtown splash pad.	
Approvals:	Guest(s) Invited / Presenting

Immediate Division Head	☒	Information Technology	☐	Yes	☐
Other Division Heads	☒	Communication	☒	No	☒
Legal Review	☒				
For City Clerk Use Only: Commission Action:					

MUSKEGON



West Michigan's Shoreline City

www.shorelinecity.com

CITY OF MUSKEGON

REQUEST FOR QUALIFICATIONS / PROPOSALS

PROJECT NAME:	Splash Pad Reconstruction
DATE OF ISSUANCE:	July 11 th 2023
DATE PROPOSAL DUE:	August 17 th 2023
ISSUING OFFICE:	City of Muskegon c/o – Kyle Karczewski 1350 East Keating Avenue Muskegon, MI 49442 Tel. (231) 724-6776

TABLE OF CONTENTS

PROPOSAL & AWARD	3
INSTRUCTIONS TO BIDDERS.....	4
SPECIFIC PROJECT INFORMATION.....	6
CONTENTS OF PROPOSAL	8
EVALUATION	8
TENTATIVE SCHEDULE FOR AWARD	9
INSRUANCE REQUIREMENTS.....	10

ATTACHMENT A – PROJECT VICINITY MAP

Note: Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFP, please contact Kyle Karczewski at the City of Muskegon via (231) 724-6776 or via E-mail at kyle.karczewski@shorelinecity.com

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature _____ Title _____

Print Name _____ Date _____

Firm Name _____

Address _____

Telephone No. _____

E-Mail _____

Fax No. _____

INSTRUCTIONS TO BIDDERS

QUALIFITCATIONS / PROPOSALS

All proposals must be submitted following the proposal format supplied by the City of Muskegon in this document and shall be subject to all requirements of this document.

The City may consider as irregular any proposal in which there is an alteration of or departure from the format stated in the documents, and at its option may reject the same.

Each bidder will include in their qualifications/proposal submittal a listing of comparable splashpad projects and the names of any proposed sub-consultant/contractor and the name and address of each office which may be involved in the project.

Before executing any subcontract, the successful firm shall submit the name and principals of any proposed subcontractor for prior approval.

SUBMITTAL OF QUALIFICATIONS / PROPOSALS

Three (3) copies of the proposal documents shall be submitted in a sealed envelope:

City of Muskegon
Attn: Clerk's Office
RE: Skate Park
933 Terrace Street
Muskegon, MI. 49440

The envelope shall be clearly marked on the exterior denoting the name of the firm submitting the proposal and the name of the particular RFP for which the proposal is offered.

The proposals shall be submitted by no later than 2:00 PM on Thursday, August 17th, 2023.

AWARD / REJECTION OF QUALIFICATIONS / PROPOSALS

The City reserves the right to reject any and all qualifications/proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City. The bidder to whom the award is made will be notified at the earliest possible date. All bidders submitting proposals will be notified when the award is made.

Award will not be completed until confirmed and recommended by the City Commission.

CITY RESPONSIBILITIES

The City of Muskegon will provide information as to the City's requirements for the project and make available pertinent information which may be useful in the project work.

The City will designate a person to act as the City's Project Manager (Kyle Karczewski) with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to elements pertinent to the project.

The City will examine all studies, reports, estimates, proposal, and other documents prepared by the bidder and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

The City will direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the firm of the appropriateness of such action.

The City will direct the bidder in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the firm detailing as to cost, time schedule, and reason for such special service or extra work.

SPECIFIC PROJECT INFORMATION

INTRODUCTION TO PROJECT

The City of Muskegon is seeking qualifications/proposals from qualified companies to design and construct a new splash pad to replace the existing splash pad located in the 200 Block of West Western Avenue adjacent to the City Farmers Market, the Post Office and Alcoa Square.

Approximate Location - <https://goo.gl/maps/SDBbbc9SyiQWZjy59>

The existing splash pad is in need of replacement and the City is requesting that companies provide the following documents as a part of this RFQ/RFP related to the replacement of the existing facility:

- Site specific conceptual design including renderings and site amenities as necessary to properly convey the proposed design for the site.
- Full turnkey cost estimate for the demolition of the existing site and construction of the new facility. Inclusive of any administration, permitting, and other soft costs.
- A conceptual project schedule based on receiving a notice to proceed in October 2023.

Plans for the existing splash pad and site are included as an attachment to this document for reference along with an aerial view of the site showing the approximate existing public utility features of the site. Pictures can be provided upon request for interested firms that are unable to visit the site in person.

Site Design Considerations

- Proposed site design cannot permanently impact the surrounding amenities including seat walls, art work, landscaping, trees, etc...
- Design should be at least as large as the existing splash pad which is approximately a 40 FT diameter circle (1,250 SFT). Designs can be larger to utilize more of the surrounding space provided there are no impacts to the adjacent features.
- The City of Muskegon anticipates prioritizing a larger splash pad over a high number of above-ground features, to the extent this can be accomplished within the context of a complete and holistic design concept.
- Design should be geared towards all ages of youth use.
- The design must be universally accessible.

- The design should be based on a non-recirculating system. The existing system was designed for recirculation and later converted to non-recirculating. The design should include an estimated annual water usage for purposes of estimating the operating costs.
- City is requesting turnkey cost proposals for this project in the range of \$290,000.
- The proposal should include a conceptual schedule for the project based on a notice to proceed in October 2023 and identifying a target date that the site could be operational.

Questions on the above phasing can be submitted to Kyle Karczewski via email (kyle.karczewski@shorelinecity.com). Questions received prior to Thursday, August 10th, 2023 will receive a response prior to the acceptance of the RFP. Requests received after that date will receive a response pending staff availability.

CONTENTS OF QUALIFICATIONS/PROPOSAL SUBMITTAL

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

CONCEPTUAL DESIGN RENDERINGS

Presentation quality, site specific design renderings showing the general layout of the site from various views. Renderings should be set to convey a clear and concise conceptual layout; highlight the overall size of the splash pad; how the proposed design fits into the existing site; specific noteworthy features/amenities of the site; and options for color schemes.

TURNKEY COST ESTIMATE

Provide a cost estimate for the full scope of the project inclusive of all features needed from start to finish on the project. City has identified a target cost of \$290,000 for the project and will provide additional scoring points to projects that can deliver a successful project below that threshold.

PROJECT SCHEDULE

It is a priority of the City of Muskegon to have this project completed and functional by Memorial Day weekend 2024.

EVALUATION

Staff and Stakeholders will review the submitted qualifications/proposals and make a recommendation to the City Commission based on a qualifications-based selection.

TENTATIVE SCHEDULE

Issue RFP	July 11 th , 2023
Proposal Due Date	August 17 th , 2023
Staff / Stakeholder Proposal Scoring	August 17 th – October 5 th , 2023
City Commission Consideration of Bids	October 2023
Notice to Proceed.....	October 2023
Construction Completion (Including Start Up).....	May 22, 2024

INSURANCE REQUIREMENTS

The Bidder will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:

- a. **Hold Harmless Agreements:** To the fullest extent permitted by law, Vendor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.
- b. **Vendor Insurance Requirements:** Vendor shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.
- c. **Workers' Compensation Insurance:** The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. **General Liability Insurance:** The Vendor shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
- e. **Motor Vehicle Liability:** The Vendor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

- f. Professional Liability Insurance: The Vendor shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim. This section is only applicable for RFP's requesting professional services (Architect, Engineer, etc...)
- g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.
- i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance
 - 4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance
 - 5. If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: Lot Sale – 1690 Creston St
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff is seeking authorization to sell the City owned, 1.7-acre lot at 1690 Creston St to Excalibur Company, which operates an industrial business adjacent to the parcel.	
Detailed Summary & Background: The lot formerly contained the defunct communications tower and two small equipment sheds. The City usually asks for 30% of the true cash value for a lot. The true cash value of the lot is \$30,000 (75%=\$22,500). Staff received an estimate to remove the tower and sheds at a cost of \$23,500. The purchase agreement was written as to convey the property to the buyer as long as the tower and sheds were removed from the property within 60 days. However, the buyer was mistaken when he signed the purchase agreement and removed the tower from the site on June 27. After becoming aware, staff instructed the buyer to not remove the sheds at this time. The property owner intends to construct a building addition once the property is purchased.	
Goal/Focus Area/Action Item Addressed: Goal 2- Economic Development, Housing and Business.	
Amount Requested: N/A	Budgeted Item: N/A Yes ☐ No ☐
Fund(s) or Account(s): N/A	Budget Amendment Needed: N/A Yes ☐ No ☐
Recommended Motion: To approve the lot sale request and authorize the Mayor and Clerk to sign the real estate purchase agreement.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered into by and between the **City of Muskegon**, a Municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("Seller"), and **Excalibur Company, L.L.C.**, a Michigan limited liability company, of 1608 Creston Street, Muskegon, Michigan 49442 ("Buyer"), who agree as follows:

1. **General Agreement and Description of Property.** Seller agrees to sell, and Buyer agrees to buy, that certain parcel of real estate commonly known as 1690 Creston Street, Muskegon, Michigan 49442 (Parcel No. 24-128-400-0019-10) and more specifically described on **Exhibit A**, subject to all easements, matters, and building and use restrictions apparent or of record, zoning ordinances, and the Permitted Exceptions (collectively, the "Property").
2. **Consideration and Manner of Payment.** The consideration for the Property shall be Buyer's obligation to pay for the removal of that certain cell tower and shed buildings located on the Property (the "Consideration"). Buyer shall have 60 days after Closing to have the cell tower and shed buildings removed. The parties have obtained an estimate of the cost to remove the cell tower and shed buildings from Maxwell & Sons LLC in the amount of \$23,500.00. The estimate is attached hereto as **Exhibit B**. Buyer shall pay the total cost of removal directly to Maxwell & Sons LLC.
3. **Title Insurance.** At Buyer's expense, Buyer may obtain at Closing an owner's policy of title insurance for the Property in the amount of the Consideration, subject to standard exceptions. If Buyer elects to purchase title insurance, Buyer will, within ten (10) days following the Effective Date, order a commitment for an owner's policy of title insurance from Transnation Title Agency (the "Title Company"). If the title commitment discloses any exception, restriction, easement, or other matter that is objectionable to Buyer in Buyer's discretion, Buyer may raise a title objection by delivering notice of the objection to Seller in writing before the end of the Inspection Period (as defined below). If Buyer does not notify Seller of any issues with title before the end of the Inspection Period, Buyer will be deemed to accept, and waive any objections to, any matters, encumbrances, restrictions, or exceptions set forth in the title commitment. If Buyer raises a title objection, Seller will notify Buyer within twenty (20) days of receipt of Buyer's objection as to whether Seller will elect to cure the objection(s). If Seller elects to cure the objection(s), Seller shall take action to remove the exception or the encumbrance from the chain of title. If Seller does not elect to cure the objection(s), Buyer will have five (5) days within which to elect either of the following as Buyer's sole remedy: (i) proceed with the purchase and acquire the Property subject to the defects or objections to title and the Permitted Exceptions (as defined below), or (ii) terminate this Agreement by written notice to Seller within such five (5) day period, in which case neither party shall have any further obligations under this Agreement except as provided herein. The term "Permitted Exceptions" means any matters, encumbrances, encroachments, and exceptions revealed on the title commitment, matters apparent or of record, or defects, encroachments, or variations revealed by any survey that Buyer (x) initially accepts in Buyer's discretion, (y) does not identify or object to as a defect, or (z) initially raises as a defect or objection but later accepts by proceeding to Closing.
4. **Survey.** Buyer at Buyer's sole expense may obtain a survey of the Property during the Inspection Period, and Buyer or Buyer's surveyor or other agents may enter the Property 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 Property 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 to effect a remedy within thirty (30) days after disclosure, or terminate this Agreement. Buyer may elect to purchase the Property subject to said encroachment or variation.
5. **Inspection.** The period commencing on the Effective Date and expiring thirty (30) days thereafter at 11:59pm EST shall be referred to as the "Inspection Period". During the Inspection Period,

Buyer, at Buyer's sole expense, may conduct those inspections, reviews, investigations, and other due diligence with respect to the Property that are necessary, in Buyer's discretion, to determine whether the Property will be suitable for Buyer's acquisition and to determine the condition of the Property and other matters pertaining to the Property such as, without limitation, its environmental status, zoning classification, tax classification, and the contents of applicable restrictive covenants and building codes. Buyer may also, at Buyer's sole expense, conduct such environmental site evaluations of the Property as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment, and/or a Baseline Environmental Assessment. If Buyer's environmental investigations reveal or disclose conditions that are not acceptable to Buyer, in Buyer's discretion, then Buyer will have the right to terminate this Agreement by written notice to Seller prior to the expiration of the Inspection Period.

6. **Property Taxes and Assessments.** Real property taxes and installments of special assessments first billed in the years prior to the year of Closing will be paid by Seller, without proration. Real property taxes and installments of special assessments first billed in the year of Closing will be paid by Buyer, without proration.

7. **Seller Representations and Warranties.** Seller represents and warrants to the best of Seller's knowledge, without any duty of inquiry or investigation, that Seller owns marketable title to the Property, free from all claims and encumbrances, there are no suits or proceedings pending or, to the knowledge of Seller, threatened against or affecting the Property, that Seller has not received any notice of, and has no knowledge of, existing violations on the Property or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous substance or waste disposal law or ordinance, and that Seller is the owner of the cell tower located on the Property and has the rights and authority to sell the cell tower and condition the sale of the Property on its removal. The representations and warranties set forth in this paragraph shall survive the Closing and delivery of the deed. For purposes of this Agreement, best of Seller's knowledge means the best of City Manager, Jonathan Seyferth's knowledge, without any duty of inquiry or investigation.

8. **Closing.** The closing of this sale ("Closing") shall be at such date and time as mutually agreed by the parties, but in no event later than July 1, 2023 ("Closing Date"). The Closing shall be conducted at the offices of the Title Company or at such other location as the parties mutually agree. If either party defaults in its obligations so that the Property is not closed, then the non-defaulting party may terminate this Agreement by notice to the defaulting party and neither party shall have any further obligations under this Agreement.

a. **Costs.** The following costs associated with this Agreement and the Closing shall be paid at Closing as follows: (i) Buyer shall pay the premium for the owner's policy of title insurance; (ii) Seller shall pay any state and county transfer taxes in the amount required by law; (iv) Seller and Buyer shall pay equally the closing fees charged by the Title Company; and (v) Buyer shall pay to record the quitclaim deed.

b. **Deliveries.** At Closing, Seller shall execute and deliver a quitclaim deed in accordance with the terms of this Agreement and subject to the any exceptions accepted by Buyer disclosed on the commitment for title insurance, zoning ordinances, and all easements, matters, encumbrances, and building and use restrictions apparent or of record. The parties shall execute and deliver such other documents as may be reasonably required by the closing agent to close this transaction.

9. **Possession.** Possession of the Property will be delivered to Buyer on the Closing date.

10. **Notices.** All notices, approvals, consents, and other communications under this Agreement shall be in writing and given to the appropriate party and address set forth below or at such other address specified by such parties by written notice from time to time. Notices shall be deemed

given: (i) when delivered in person; or (ii) one (1) day after depositing in the custody of a nationally recognized receipted overnight delivery service with delivery fees prepaid.

To Seller:

Mike Franzak
933 Terrace Street
Muskegon, MI 49440

To Buyer:

Mark Hoofman
1608 Creston Street
Muskegon, MI 49442

w/ copy to:

Parmenter Law
Attn: John Schrier
601 Terrace Street
Muskegon, MI 49440

w/ copy to:

Parmenter Law
Attn: John Schrier
601 Terrace Street
Muskegon, MI 49440

11. **Intermediary Representation.** Rule 1.7 of the Michigan Rules of Professional Conduct that govern the activities of lawyers generally prohibits attorneys from representing a client if the representation of that client would be directly adverse to another client, or if the representation of that client might be materially limited by such attorney's responsibilities to another client, a third person, or by such attorney's own interests. Attorneys are permitted to undertake such representation under Rule 1.7, however, if they reasonably believe that neither the representation nor their relationship with the clients will be adversely affected, and if each client consents in writing after consultation. Rule 2.2 of the Michigan Rules of Professional Conduct allows an attorney to act as an "intermediary" in this transaction provided that such attorney consults with each of the parties involved regarding the implications of common representation and the effect of attorney-client privilege and each party involved consents to such common representation. Buyer and Seller expressly acknowledge and agree as follows:

a. that Parmenter Law has represented and continues to represent Buyer with respect to business matters;

b. that Parmenter Law has represented and continues to represent Seller with respect to city matters;

c. that because of such prior and continued representation of the parties involved, Parmenter Law would only be permitted to undertake any representation in connection with this transaction if Parmenter Law reasonably believes that neither the representation nor their relationship with the clients will be adversely affected and if each client consents in writing after consultation;

d. that Parmenter Law may act as an "intermediary" in connection with this transaction provided that Parmenter Law consults with each of Buyer and Seller regarding the implications of common representation and the effect of attorney-client privilege and each of Buyer and Seller consent to such common representation;

e. that Parmenter Law consults with each of Buyer and Seller regarding the implications of common representation and the effect of attorney-client privilege and each of Buyer and Seller consent to such common representation;

f. that Parmenter Law is acting as an intermediary only with regard to this transaction and is not representing or advising either Buyer or Seller individually in any capacity with regard to this Agreement or the transaction;

g. that conflicts may exist or arise between the individual interests of Buyer and Seller and that legal counsel is prohibited from representing parties where a legal conflict exists;

h. That Parmenter Law shall bill each party equally for the time spent on this matter; and

i. that Buyer and Seller have each been advised to seek advice from independent legal and tax counsel with respect to their respective rights and the acceptance and execution of this Agreement and the related transactions.



Buyer Initials

Seller Initials

12. **Miscellaneous.**

a. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and interpreted in accordance with the laws of the State of Michigan.

b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement. This Agreement shall not be modified or amended except in a subsequent writing signed by all parties.

c. **Binding Effect.** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, permitted successors, and assigns.

d. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties. Electronic copies and signatures sent in PDF format shall be treated as originals.

e. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this Agreement.

f. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

g. **Effective Date.** This Agreement shall become effective on the date when signed by all of the parties as shown below ("Effective Date").

h. **Assignment or Delegation.** Buyer shall not assign all or any portion of Buyer's rights and obligations contained in this Agreement without the express prior written approval of Seller, which approval may be withheld in Seller's sole discretion.

[Signatures appear on the following page]

The parties have executed this Agreement to be effective as of the Effective Date.

Seller - City of Muskegon

Name: Ken Johnson
Title: Mayor
Date: _____, 2023

Name: Ann Marie Meisch
Title: City Clerk
Date: _____, 2023

Buyer – Excalibur Company, L.L.C., a Michigan
limited liability company

Name: Mark Hoofman
Its: Manager
Date: 6/29/23, 2023

Exhibit A
Legal Description

The following described Property situated in the City of Muskegon, County of Muskegon, State of Michigan:

CITY OF MUSKEGON SEC 28 T10N R16W PART OF THE SE 1/4 OF THE SE 1/4 OF SEC 28, COM AT THE SE COR OF SD SEC 28, TH S89°28'47"W 1323.23 FEET ALONG THE S LN OF SD SEC; TH N00°28'47"E 766.11 FEET ALONG THE WSTRLY LN OF THE SE 1/4 OF THE SE 1/4 OF SD SEC TO POB; TH CONT N00°28'47"E 100.00 FEET; TH N89°28'47"E 212.86 FEET; TH N00°28'47"E 86.56 FEET; TH N89°28'47"E 282.14 FEET; TH S00°28'47"W 186.56 FEET ALONG THE E LN OF THE W 30 RODS OF THE SE 1/4 OF THE SE 1/4 OF SD SEC; TH S89°28'47"W 495.00 FEET TO POB. SUBJECT TO HIGHWAY ROW OVER THE MOST WSTRLY 33 FEET THEREOF. ALSO SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD. CONTAINS 1.697 ACRES.

Commonly known as: 1690 Creston Street, Muskegon, MI 49442
Parcel No.: 24-128-400-0019-10

Exhibit B
Cell Tower Removal Estimate

ESTIMATE

Maxwell & Sons LLC
6727 Baldwin Street
Hudsonville, MI 49426

contact@maxwells sons.com
+1 6162383408
www.maxwells sons.com



City of Muskegon

Bill to
City of Muskegon

Estimate details
Estimate no.: 1016
Estimate date: 03/20/2023

Product or service		Amount
1.	Labor This price includes: -4 days of labor (estimated amount of days for project) -Tower removal -Fence removal -Crane and Equipment bill -Removal and Disposal of tower from site	\$18,500.00
2.	Labor This is to remove the shelter and the fence. We do NOT desire to remove foundation, but will get everything else removed.	\$5,000.00
Total		\$23,500.00



Excalibur Company

1690 Creston St

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: Updated EGLE Loan Resolutions for Shaw Walker and Harbor 31
Submitted By: Contessa Alexander	Department: Economic Development
Brief Summary: EGLE has requested that the EGLE loan resolutions for both Shaw Walker and Harbor 31 be updated.	
Detailed Summary & Background: EGLE loan applications and supporting documents have been submitted to EGLE for both the Shaw Walker Project and Harbor 31. Our EGLE representative has requested that we include in both resolutions that the local unit of government commits to repaying the loan. The resolutions for both Harbor 31 and Shaw Walker have been approved at the City Commissions meeting held on June 27, 2023.	
Goal/Focus Area/Action Item Addressed: DESTINATION COMMUNITY & QUALITY OF LIFE, ECONOMIC DEVELOPMENT, HOUSING, AND BUSINESS	
Amount Requested: N/A	Budgeted Item: Yes ☐ No ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☒
Recommended Motion: I move to approve the attached updated resolutions for the EGLE Brownfield Loan applications on behalf of the City of Muskegon and the Downtown Development authorizing the Mayor and Clerk to sign.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐	Guest(s) Invited / Presenting: Yes ☒ No ☐

Communication	☐	
Legal Review	☐	

City of Muskegon

RESOLUTION OF SUPPORT to APPLY FOR A LOAN TO BE USED AT 965 W. WESTERN AVE., 920 & 930 WASHINGTON AVE. -Parkland Properties of Michigan

WHEREAS, Downtown Development Authority will apply for a Michigan Department of Environment, Great Lakes, and Energy (EGLE) Brownfield Redevelopment Loan in the amount of \$1,000,000, to support real estate rehabilitation project at 965 W. WESTERN AVE., 920 & 930 WASHINGTON AVE, Parkland Properties of Michigan; and

WHEREAS, the purpose of the EGLE Brownfield Loan is to provides grants and loans to communities through its Brownfield Redevelopment Grant and Loan program to encourage reuse of brownfield properties by funding environmental response activities; and

WHEREAS, Downtown Development Authority will enter into a Loan Agreement with EGLE to borrow \$1,000,000 to 965 W. WESTERN AVE., 920 & 930 WASHINGTON AVE; and

WHEREAS the Downtown Development Authority and the City of Muskegon commits to repaying the loan; and

WHEREAS, the real estate rehabilitation projects are key to meeting the ongoing housing needs of our community; and

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners hereby authorizes the application of a loan in the amount of \$1,000,000 to be used at 965 W. WESTERN AVE., 920 & 930 WASHINGTON AVE.

Ayes:

Nayes:

Absent:

Motion Approved.

I HEREBY CERTIFY, that the foregoing is a Resolution duly make and passed by Eleventh- Day of July at their regular meeting held on Tuesday, July 11, 2023, at 5:30 p.m. in the City of Muskegon Commission Chambers (933 Terrace Street, 49440), with a quorum present

Ken Johnson, Mayor

Dated: _____

Ann Marie Meisch, City Clerk

Dated: _____

City of Muskegon

RESOLUTION OF SUPPORT to

APPLY FOR A LOAN TO BE USED AT The Meadows and The Commons- Harbor 31 Redevelopment

WHEREAS, City of Muskegon will apply for a Michigan Department of Environment, Great Lakes, and Energy (EGLE) Brownfield Redevelopment Loan in the amount of \$1,000,000, to support real estate rehabilitation project at The Meadows and The Commons, The Meadows LLC; and

WHEREAS, the purpose of the EGLE Brownfield Loan is to provides grants and loans to communities through its Brownfield Redevelopment Grant and Loan program to encourage reuse of brownfield properties by funding environmental response activities; and

WHEREAS, the City of Muskegon will enter into a Loan Agreement with EGLE to borrow \$1,000,000 to The Meadows LLC; and

WHEREAS, the City of Muskegon commits to repaying the loan; and

WHEREAS, the real estate rehabilitation projects are key to meeting the ongoing housing needs of our community; and

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners hereby authorizes the application of a loan in the amount of \$1,000,000 to be used at The Meadows and The Commons.

Ayes:

Nayes:

Absent:

Motion Approved.

I HEREBY CERTIFY, that the foregoing is a Resolution duly make and passed by Eleventh- Day of July at their regular meeting held on Tuesday, July 11, 2023, at 5:30 p.m. in the City of Muskegon Commission Chambers (933 Terrace Street, 49440), with a quorum present

Ken Johnson, Mayor

Dated: _____

Ann Marie Meisch, City Clerk

Dated: _____

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: Amendment to Sale of 754 Leonard Ave
Submitted By: Jonathan Seyferth	Department: Manager's Office
Brief Summary: Staff is seeking approval for an amendment to the purchase agreement for the sale of 754 Leonard Avenue.	
Detailed Summary & Background: Due to delays in construction, the closing date for the sale of this home has been shifted multiple times which has caused negative impacts on the mortgage interest rate of the buyer. The amendment changes the amount of proceeds the city will receive from the sale. The sale price remains at \$220,000, and now the city is agreeing to contribute \$8,000 toward the buyer's closing costs. The original agreement (approved on November 22, 2022) had no seller's concession included. Staff recommends approving the amendment to ensure the buyer can move forward with the purchase. There is certainly risk that the buyer will walk away from the sale if the amendment is not approved.	
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon.	
Amount Requested: \$0	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: to approve the amendment to the purchase agreement for 754 Leonard Avenue.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting: Yes ☐ No ☒

WEST MICHIGAN REGIONAL ADDENDUM TO PURCHASE AGREEMENT

MLS # _____	Date: <u>07/05/2023</u>	(time)
Selling Office <u>TLK Realtors</u>	REALTOR® Phone <u>231-736-0311</u>	Email <u>ocrawford21@gmail.com</u>
Listing Office <u>TLK Realtors</u>	REALTOR® Phone <u>231-760-9015</u>	Email <u>james@TLKREALTORS.com</u>

1. Addendum # 3 to Purchase Agreement dated 11/14/2022 covering property at
754 Leonard Avenue, Muskegon, MI 49442

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:
Additional Buyer name to be added to the sale is Thelma Blackshire.

The buyer's correct spelling of name is Nicole Rene Blackshire.

Closing to occur no later than Friday July 14, 2023.

The sellers' concessions to the buyers are not to exceed \$8,000.00.

3. The ☐ Seller ☒ Buyer (check one) gives the above-named REALTOR® 1 days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

Date _____

X <u>Nichol Renae Blackshire</u> (Note: Please sign as you wish your name to appear on final papers.)	dotloop verified 07/05/23 4:16 PM EDT Z6DB-JOSI-ZG5J-CH17	Buyer
X <u>Thelma Blackshire</u> (Note: Please sign as you wish your name to appear on final papers.)	dotloop verified 07/06/23 10:56 AM EDT CK0G-K9JQ-BHIQ-NWA7	Buyer

5. **RECEIPT IS ACKNOWLEDGED BY SELLER** of a copy of this Agreement.

Date _____

X <u>LeighAnn Mikesell</u> (Note: Please sign as you wish your name to appear on final papers.)	dotloop verified 07/06/23 10:57 AM EDT 6EDH-Y3U2-VAPJ-VYBZ	Seller
X _____ (Note: Please sign as you wish your name to appear on final papers.)		Seller



WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 11/14/2022 (time) _____ MLS # _____

SELLING OFFICE: TLK Realtors BROKER LIC.#: 6504312334 REALTOR® PHONE: 231-736-0311

LISTING OFFICE: TLK Realtors REALTOR® PHONE: 231-375-8779

- Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.
- Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (choose one):
☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator
 Primary Selling Agent Name: Ollie Crawford Email: ocrawford21@gmail.com Lic.#: _____
 Alternate Selling Agent Name: _____ Email: _____ Lic.#: _____
- Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
☐ Buyer has received the Seller's Disclosure Statement, dated _____. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.
☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____
☒ Seller is exempt from the requirements of the Seller Disclosure Act.
- Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.
- Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code) _____

with the following legal description and tax parcel ID numbers:

LOT 9 EXCEPT THE WEST 5.33 FEET AND THE WEST 20.22 FEET OF LOT 10, BLOCK 3, GUNNS SUBDIVISION OF PART OF BLOCK 2, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN
 PP# 61-24-405-003-0009-00

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

- Purchase Price:** Buyer offers to buy the Property for the sum of \$ 220,000
two hundred twenty thousand U.S. Dollars
- Seller Concessions**, if any: NONE

- Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
 SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

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

- ☐ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.
- ☒ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a FHA type 30 (year) mortgage in the amount of 96.5 % of the Purchase Price bearing interest at a rate not to exceed TBD % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 2 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ 00 representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from _____

☐ ☐ Buyer's Initials ☐ ☐ Seller's Initials

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

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

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

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

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

☐ OTHER: _____

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

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

☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

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

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

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

but does not include:

754 Leonard Avenue

Subject Property Address/Description

11/14/2022

Date

Time

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

12. **Assessments (choose one):**

If the Property is subject to any assessments,

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

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

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

☐ No proration. (Choose one):

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

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

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

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

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

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

Other:

15. **Inspections & Investigations:**

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

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

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

754 Leonard Avenue

Subject Property Address/Description

11/14/2022

Date

Time

Buyer's Initials

Seller's Initials



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

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

Exceptions: _____

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

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

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

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

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

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

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

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

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 01/20/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee**. Exceptions: _____

22. **Pre-Closing Walk-Through:** Buyer (choose one) ☒ reserves ☐ waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer shall immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

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

☒ At the completion of the closing of the sale.

☐ At _____ ☐ a.m. ☐ p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller

754 Leonard Avenue

Subject Property Address/Description

11/14/2022

Date

Time

will have the privilege to occupy the Property and hereby agrees to pay Buyer \$_____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$_____ 100.00 per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

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

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

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until _____ 5PM _____ (time) on _____ 11/18/2022 _____ (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$_____ 1000.00 shall be submitted to _____ Terri L. Kitchen, Realtor of Premier Lakeshore Title _____ (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

25. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

26. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

27. **Other Provisions:**

1. Administrative fee of \$395.00 to be paid at the consummation of closing to TLK Realtors.
2. Transfer of interest to be conveyed by quit claim or covenant deed.

28. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

29. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

30. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic

754 Leonard Avenue

Subject Property Address/Description

11/14/2022

Date

Time



Buyer's Initials



Seller's Initials

communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

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

Buyer 1 Address _____ X _____ **Buyer**
 Buyer 1 Phone: (Res.) _____ (Bus.) _____ Nicole Renae Blackshire
 Print name as you want it to appear on documents.
 Buyer 2 Address _____ X _____ **Buyer**
 Buyer 2 Phone: (Res.) _____ (Bus.) _____
 Print name as you want it to appear on documents.

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

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

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

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

35. **Listing Office Address:** _____ 2340 Glade Street _____ Listing Broker License # _____ 6504312334
Listing Agent Name: _____ Terri Kitchen _____ Listing Agent License # _____

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

X (Seller's Signature, Date, Time): Leighann Mikesell dotloop verified 11/14/22 9:43 AM EST WEVK-XIV7-IQRP-X3BK
 _____ City of Muskegon _____ Is Seller a U.S. Citizen or Resident Alien? ☒ Yes ☐ No*
 Print name as you want it to appear on documents.
 X (Seller's Signature, Date, Time): _____
 _____ Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*
 Print name as you want it to appear on documents.

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

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

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

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

X (Seller's Signature, Date, Time): Leighann Mikesell dotloop verified 11/14/22 9:43 AM EST V8BT-CB8H-TCSA-HHYV
 X (Seller's Signature, Date, Time): _____

754 Leonard Avenue

Subject Property Address/Description

11/14/2022

Date

Time

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023		Title: Gaming Resolution – Friends of Art	
Submitted By: Ann Marie Meisch, MMC		Department: City Clerk	
Brief Summary: Friends of Art is requesting Recognition as non-profit in the City of Muskegon for the purpose of obtaining a charitable gaming license			
Detailed Summary & Background:			
Goal/Focus Area/Action Item Addressed: Action Item 2022 – 1.4 Proceed with events and activities			
Amount Requested: n/a		Amount Budgeted: n/a	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: To approve the request from Friends of Art to be recognized as a non-profit in the City of Muskegon for the purpose of obtaining a charitable gaming license.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i>		Guest(s) Invited / Presenting	
Immediate Division Head	☐	Information Technology	☐
Other Division Heads	☒	Communication	☐
Legal Review	☐		
Yes		☐	
No		☒	
For City Clerk Use Only: Commission Action:			

friends of Art

Embracing the Future

MEMBERSHIP WELCOME!

FRIENDS OF ART

296 W Webster Avenue
Muskegon, MI 49440
info@muskegonfriendsofart.org

BOARD OF DIRECTORS

Erin Walling, President
Kim Montgomery, Past Pres.
Kathy West, Treasurer
Sandy Griffin, Secretary
Charlotte Chessman
Kellie DeLuca
Susan Horsfall
Barbara Klingenmaier
Wendy Merkey
Charlotte Olson
Marilyn Ruck
Linda Stewart
Marguerite Strabel
Sue Young
Cathy Mott, MMA Staff

SCHOLARSHIP

scholarship@
muskegonfriendsofart.org

Friends of Art was established
in 1921 as an independent
non-profit organization to
promote the study of art and
to support the Muskegon
Museum of Art

Dear City of Muskegon,

Friends of Art (FOA) is a nonprofit (501c) that was established in 1921 as an informal art study group drawing inspiration from the art collection of the Muskegon Museum of Art (MMA). Over the past 100+ years the FOA members have proven to be strong supporting partners of the MMA in numerous ways. FOA has gifted over 70 significant works of art to the permanent collection, created an annual lecture series, financially supported exhibitions, donated funds to purchase furnishings and art supplies for the MMA's new art classroom expansion and most recently presented two scholarships to high school students pursuing a degree in art and sponsored the Smithsonian Affiliation Membership.

We began hosting a Benefit Golf Outing in 2022 and will host our second Golf Outing on July 22, 2023 to raise funds. The primary objective of the golf tournament is to:

- To support the Muskegon Museum of Art's Smithsonian Affiliation Membership which would enable the MMA to enhance current and future exhibitions and bring a greater variety of programming to the Muskegon and West Michigan area.
- To provide scholarships for two High School Seniors pursuing a degree in Art.

For the Golf Outing, we receive numerous donations from local businesses and individuals for our raffle. Golfers receive one free raffle ticket upon registration and are able to purchase additional tickets at that time. The raffle drawing for each of the prizes is held after playing golf and having lunch and the winners take home their prizes that day.

Friends of Art is asking to be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license.

Thank you for your consideration.

Sincerely,

Erin H. Walling

Erin Walling

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 11, 2023		Title: Public Hearing – Establishment of a Commercial Redevelopment District – 420 S. Harvey Rental and Storage LLC	
Submitted By: Contessa Alexander		Department: Economic Development	
Brief Summary: 420 S. Harvey Rental & Storage LLC, has requested the establishment of a Commercial Redevelopment District at 420 S. Harvey. The creation of the district will allow the building owner to apply for a Commercial Facilities Exemption Certificate. The Commercial Facilities Exemption Tax freezes the taxable value of the building and exempts the new investment from local taxes.			
Detailed Summary & Background: Most recently this property was used by Sons of Norway and built in 1948. The sq ft of the property is about 10,754. 420 Harvey Holdings LLC (the company), intends to redevelop this property for retail. The total cost of rehabilitation will be \$3,000,000, with 150 new jobs, 50 retained jobs, and 100 construction jobs. The owner is seeking a Commercial Facilities Exemption Certificate for Phase 1 of development which will include a marijuana retailer, marijuana consumption lounge, restaurant/ bar, and outdoor hospitality venue.			
Goal/Focus Area/Action Item Addressed: ECONOMIC DEVELOPMENT, HOUSING, AND BUSINESS			
Amount Requested: N/A		Amount Budgeted: N/A	
Fund(s) or Account(s): N/A		Fund(s) or Account(s): N/A	
Recommended Motion: To close the public hearing and approve the Establishment of the Commercial Redevelopment District at 420 S. Harvey authorizing the Mayor and City Clerk to sign the resolution.			
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐		Guest(s) Invited / Presenting Yes ☒	

Legal Review	☐	No	☐
For City Clerk Use Only: Commission Action:			

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING THE CREATION OF A COMMERCIAL REDEVELOPMENT DISTRICT
420 S. Harvey**

WHEREAS, Pursuant to PA 255 of 1978, the City of Muskegon has the authority to establish "Commercial Redevelopment District" within the City of Muskegon at request of a commercial business enterprise or on its own initiative and;

WHEREAS, Harvey Rental & Storage has requested in writing for the City to establish a Commercial Redevelopment District at 420 S. Harvey in a letter dated on June 19, 2023; and

WHEREAS, the City Commission of the City of Muskegon determined that the district meets the requirements set forth in section 5 of PA 255 of 1978; and

WHEREAS, the creation of this district is calculated to and will have the reasonable likelihood to retain, create, or prevent the loss of employment in Muskegon, Michigan; and

WHEREAS, the building at this location is at least 15 years old; and

WHEREAS, a Public Hearing was held on July 11, 2023 at which the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard;

NOW, THEREFORE, BE IT RESOLVED, the City Commission of Muskegon does hereby establish a "Commercial Redevelopment District" for the property at 420 S. Harvey on the following described parcel of real property:

CITY OF MUSKEGON SEC 22 T10N R16W W 436 FT OF N 400 FT OF SW 1/4 OF NW 1/4 EXC N 33 FT &
W 33 FT FOR ROAD ROW

Adopted this 11th Day of July 2023

Ayes:

Nays:

Absent:

BY: _____
Ken Johnson
City 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 Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on July 11, 2023.

Ann Meisch
Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 11, 2023		Title: Public Hearing – Request for a Commercial Facilities Exemption Certificate – 420 S. Harvey Rental and Storage LLC	
Submitted By: Contessa Alexander		Department: Economic Development	
Brief Summary: 420 S. Harvey Rental & Storage LLC, has requested a Commercial Facilities Exemption Certificate 420 S. Harvey.			
Detailed Summary & Background: Contingent to the approval of a Commercial Redevelopment District, 420 S. Harvey Rental & Storage LLC has requested a Commercial Facilities Exemption Certificate for the property at 420 S. Harvey. The owner plans to redevelop this property and bring a new cannabis business Cannary. The total cost of rehabilitation will be \$3,000,000, with 150 new jobs, 50 retained jobs, and 100 construction jobs. The owner is seeking a Commercial Facilities Exemption Certificate for Phase 1 of development which will include a marijuana retailer, marijuana consumption lounge, restaurant/ bar, and outdoor hospitality venue. The Tax Abatement Committee met on July 6, 2023 to score this application and send along their recommendation to City Commission.			
Goal/Focus Area/Action Item Addressed: ECONOMIC DEVELOPMENT, HOUSING, AND BUSINESS			
Amount Requested: N/A		Amount Budgeted: N/A	
Fund(s) or Account(s): N/A		Fund(s) or Account(s): N/A	
Recommended Motion: To close the public hearing and approve the Commercial Facilities Exemption Certificate at 420 S. Harvey authorizing the Mayor and City Clerk to sign the resolution.			
Approvals: Immediate Division Head ☒ Information Technology ☐		Guest(s) Invited / Presenting	

Other Division Heads	☐	Communication	☐	Yes	☒
Legal Review	☐			No	☐
For City Clerk Use Only: Commission Action:					

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING APPLICATION FOR ISSUANCE
OF A COMMERCIAL FACILITIES EXEMPTION CERTIFICATE
*420 S. Harvey Rental & Storage***

WHEREAS, the City of Muskegon legally established the Commercial Redevelopment District, after a public hearing held on July 11, 2023; and

WHEREAS, the state equalized value of the property proposed to be exempt plus the aggregate state equalized value of property previously exempt and currently in force under Public Act 255 of 1978 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total state equalized value of the City of Muskegon; and

WHEREAS, the application was approved at a public hearing as provided by section 6(2) of Public Act 255 of 1978 on July 11, 2023.

WHEREAS, the application was approved for less than 10 years and there will not be any extension available; and

WHEREAS, 420 S. Harvey Rental & Storage is not delinquent in any taxes related to the facility; and

WHEREAS, the application is for commercial property as defined in section 2(a) of Public Act 210 of 2005; and

WHEREAS, 420 S. Harvey Rental & Storage has provided answers to all required questions under the application instructions to the City of Muskegon; and

WHEREAS, the application for the issuance of a Commercial Facilities Exemption Certificate was filed within six months of the project's commencement; and

WHEREAS, the pursuant to P.A. 255 of 1978 as amended, after duly noticed public hearing held on July 11, 2023, this Commission by resolution established a Commercial Facilities Exemption as requested by 420 S. Harvey Rental & Storage for the building at 420 S. Harvey St. Muskegon, Michigan 49441; and

WHEREAS, 420 S. Harvey Rental & Storage has requested in writing for the City to establish a Commercial Redevelopment District at 420 S. Harvey St. in a letter dated June 19, 2023; and

WHEREAS, the rehabilitation of this building is calculated to and will have the reasonable likelihood to retain, create, or prevent the loss of employment in Muskegon, Michigan; and

WHEREAS, the City of Muskegon requires that rehabilitation of the facility shall be completed by July 11, 2024; and

WHEREAS, the commencement of the construction, restoration or replacement of the facility did not occur more than 45 days prior to the filing of the application for exemption; and

WHEREAS, the commencement of the construction, restoration or replacement of the facility did not occur prior to the establishment of the Commercial Redevelopment District; and

WHEREAS, the application relates to a construction, restoration or replacement program which when completed constitutes a new, replacement or restored facility within the meaning of Public Act 255 of 1978 and that is situated within a Commercial Redevelopment District established under Public Act 255 of 1978; and

WHEREAS, completion of the facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, and create employment in which the facility is situated; and

WHEREAS, the restoration includes improvements aggregating 10% or more of the true cash value of the property at commencement of the restoration as provided by section 4(6) of Public Act 255 of 1978.

NOW, THEREFORE, BE IT RESOLVED by the Muskegon City Commission of the City of Muskegon, Michigan that:

Be and hereby is granted a Commercial Facilities
Exemption for the real property, excluding land, located in
Commercial Redevelopment District at, Unit 7(b) District at
420 S. Harvey St. for a period of () years, beginning
December 31, 2023 and ending December
30, 2033, pursuant to the provisions of PA 255 of 1978, as amended.

CITY OF MUSKEGON SEC 22 T10N R16W W 436 FT OF N 400 FT OF SW 1/4 OF NW 1/4 EXC N 33 FT &
W 33 FT FOR ROAD ROW

Adopted this 11th Day of July 2023.

Ayes:

Nays:

Absent:

BY: _____

Ken Johnson
City 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 Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on July 11, 2023.

Ann Meisch
City Clerk

420 Harvey Rental & Storage

420 S. Harvey Street
Muskegon, Michigan 49442

June 19, 2023

City of Muskegon Planning Department
Attn: Planning Department
City Hall-2nd Floor
933 Terrace St
Muskegon, MI 49440

RE: Letter of Intent: Application for Commercial Facilities exemption Certificate

Dear Planning Department,

Please be advised that 420 S. Harvey Rental & Storage is submitting this letter to notify the Planning Department of its intention to seek a tax abatement for property located at 420 S. Harvey Street, Muskegon, Michigan 49442.

Please find enclosed the following:

1. Application for Commercial Facilities Exemption Certificate with Supporting Documents (Exhibit A);
2. Cost Sheet for anticipated improvements in real property (Exhibit B); and
3. Lease Agreement showing building terms and applicants' tax liability (Exhibit C).

Additionally, please find enclosed a check in the amount of \$1,000.00 for the Application Fee.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Isi Cory Roberts

Cory Roberts, President

GENERAL DESCRIPTION OF FACILITY

Year Built	1948
Original Use	Muskegon Fire Department
Most Recent Use	Sons of Norway
Number of Stories	1 Story
Square Footage	10,754 SF

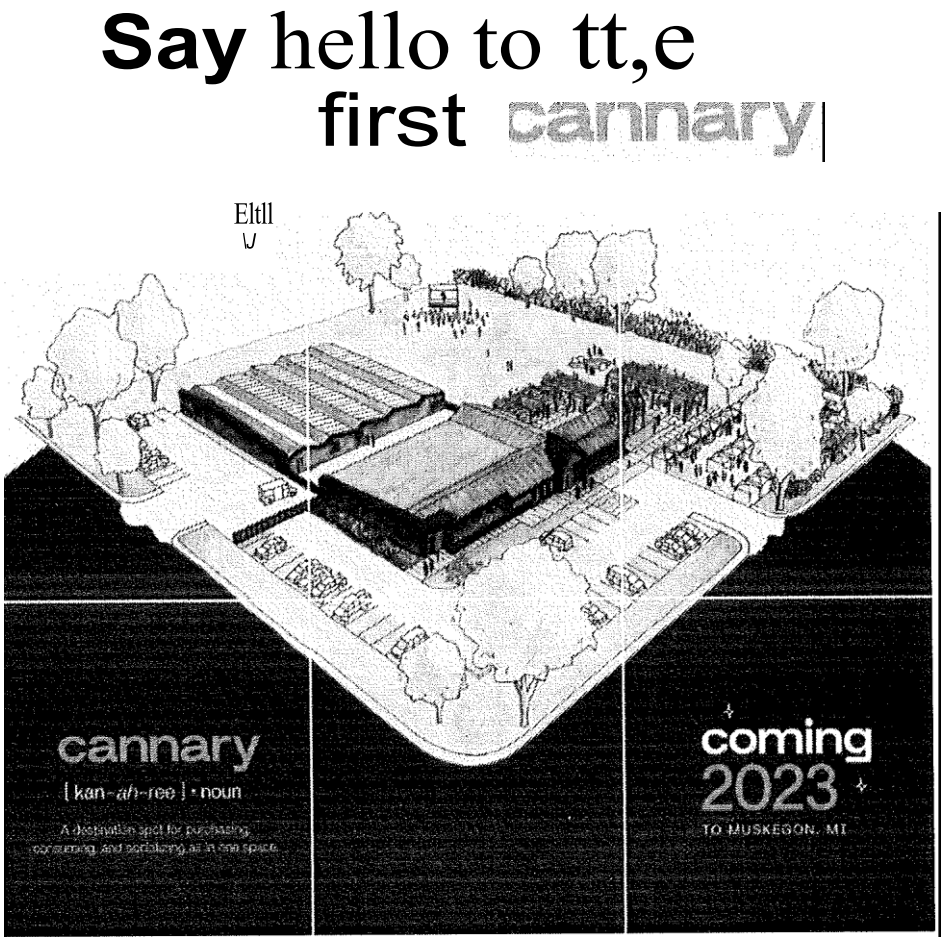
GENERAL DESCRIPTION OF THE REHABILITATED FACILITY'S PROPOSED USE

420 S. Harvey Rental and Storage, LLC is the sole owner of 420 S. Harvey Street, Muskegon, MI 49442. 420 Harvey Holdings, LLC (the "Company"), formed in 2021, is intending to penetrate the vertically integrated cannabis market in Muskegon, Michigan. The Company has a lease to operate at 420 S. Harvey Street, Muskegon, MI 49442.

The Company has or is in the process of obtaining 5 local and state cannabis licenses that will allow for cultivation, processing, retail, and designated consumption lounge, while also utilizing a state-issued event license.

Upon completion of the build-out, the Company will seek to obtain equivalent state cannabis licenses from the Michigan Cannabis Regulatory Agency.

The Company currently is the sole owner of the following prequalified entities with the Michigan Cannabis Regulatory Agency:



Company	Record Number
420 Harvey Labs, LLC	AU-ER-002142
420 Harvey Grow, LLC	AU-ER-002145
420 Harvey Events, LLC	AU-ER-002144
420 Harvey Retail, LLC	AU-ER-002147
420 Harvey Lounge, LLC	AU-ER-002143

DESCRIPTION OF THE GENERAL NATURE AND EXTENT OF THE REHABILITATION TO BE UNDERTAKEN

420 S. Harvey Rental and Storage, LLC is the sole owner of 420 S. Harvey Street, Muskegon, MI 49442. 420 Harvey Holdings, LLC (the "Company"), formed in 2021, is intending to penetrate the vertically integrated cannabis market in Muskegon, Michigan. The Company has a lease to operate at 420 S. Harvey Street, Muskegon, MI 49442

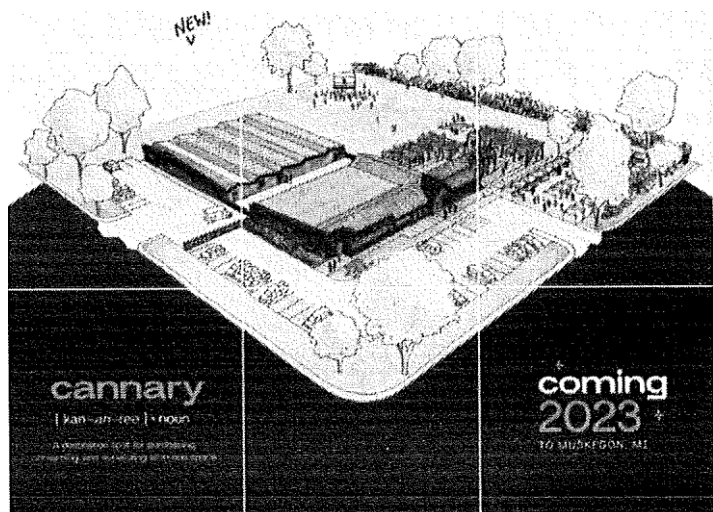
The Company intends to phase the develop and will comprise the following renovations and additions:

- Remodel the existing 11,000 sq ft building on the premises to be retrofitted into multiple business units (i.e., Marijuana Retailer, Marijuana Consumption Lounge, Restaurant/Bar);
- Build a new outdoor hospitality venue, including a new structure, amphitheater, and outdoor dining; and
- Build out a new 10,320 sq ft production facility for growing and processing cannabis.

This application is being submitted for a ObsoleteProperty Rehabilitation Exemption Certificate for Phase 1 of the development. Phase 1 of the development includes:

1. Marijuana Retailer;
2. Marijuana Consumption Lounge;
3. Restaurant/Bar; and 4. Outdoor Hospitality Venue.

**Say hello to tt,e
first cannary**



**DESCRIPTIVE LIST OF FIXED EQUIPMENT THAT
WILL BE A PART OF THE REHABILITATED
FACILITY**



Grow America Builders, UC		
Project: FIELDS CANNARY: Dispensary,. Consumption, Kitchen, Site Work		
Rough Order of Magnitude Estimate; October 24, 2022		
	Responsibility	Cost
CONSTRUCTION		
01000	General Conditions	G.C. \$85,000.00
02000	Site Work- grading, drainage, hardscape, gardens and plantings, landscape, greenhouse	G.C. \$500,000.00
03000	interior Demolition	G.C. \$35,000.00
03000	Concrete - interior infill, flatwork and bollards	G.C. \$50,000.00
06000	Custom Millwork and Displays	G.C. \$300,000.00
07000	Roofing	G.C. \$65,000.00
07000	Insulation and Fireproofing	G.C. \$40,000.00
08000	Doors and Hardware	G.C. \$35,000.00
08000	Glass and Glazing Allowance	G.C. \$35,000.00
09000	Rough Framing interior & exterior, gypsum, vault, ceilings	G.C. \$350,000.00
09000	Painting, FRP	G.C. \$50,000.00
09000	Flooring and Tile Allowance	G.C. \$100,000.00
09000	Finish Carpentry	G.C. \$50,000.00
10000	Bathroom Partitions, Accessories and Fire Extinguishers	G.C. \$16,000.00
10000	FF&E	NIC \$0.00
10000	Commerical Kitchen and Bar Equipment	G.C. \$315,000.00
21000	Fire Sprinkler System (ii required)	G.C. \$85,000.00
22000	Plumbing System	G.C. \$65,000.00
23000	Mechanical System	G.C. \$120,000.00
26000	Electric System and Data	G.C. \$200,000.00
28000	Security and Surveillance	G.C. \$150,000.00
26000	Fire Alarm System	G.C. \$16,000.00
	Subtotal Construction	\$2,662,000.00
FEES		
	Insurance	G.C. \$15,000.00
	Estimated on site services; project manager, superindendant.	G.C. \$110,000.00
	Contractor OH & P	G.C. \$213,000.00
	Subtotal Fees	\$338,000.00
Total Proposal		\$3,000,000.00



Fields Cannabis Project - Muskegon Michigan

ID	Task Name	Duration	Start	Finish	Qtr 1, Yr 23	Qtr 2, 2023	Qtr 3
.....Mod.	Fields canary Project Schedule	2SSdays	Mon/2/23	Fri/11/23			
.....Mod.	Phas& 1: Restaurant, Dispensary, & Consumption 10,000 sq. ft. 12SSdays	12SSdays	Mon/2/23	Fri/12/23			
.....Mod.	Design	US days	Mon/2/23	Fri/1/23			
.....Mod.	Building & Site construction	13Sdays	Mon/2/23	Fri/7/23			
.....Mod.	Schematic Design	15days	Mon 1/2/23	Fri 1/20/23			
6	Design Development	45 days	Mon 1/23/23	Fri 3/24/23			
.....Mod.	Interior Design	1Sday,;	Mon 5/1/23	Fri 5/19/23			
.....Mod.	MEP Engineering	15 days	Mon 5/22/23	Fri 6/9/23			
.....Mod.	Issued for Bid Set	Sday,	Mon 6/5/23	Fri 6/9/23			
10	Final Coordination	10days	Mon 6/12/23	Fri 6/23/23			
11	Submitted for Permit Set	1day	Fri 6/23/23	Fri 6/23/23			
12	Civil Design	45 days	Fri 6/23/23	Fri 7/23/23			
13	Construction	1 day	Fri 7/7/23	Fri 7/7/23			
14	Preconstruction	52 days	Thu 5/25/23	Fri 8/4/23			
15	Bidding	5Zdays	Thu 5/25/23	Fri 8/4/23			
16	Building Construction	37day	Thu 5/25/23	Fri 1/14/23			
17	subcontractor Schematic Package Development	10days;	Thu 5/25/23	Wed 6/7/23			
18	Procurement Log/Responsibilities Matrix Development	15 days	Thu 5/25/23	Wed 6/14/23			
19	Issue Bid Package	3day	Mon 6/12/23	Wed 6/14/23			
20	Subcontractor Bidding	20days	Mon 6/12/23	Fri 7/7/23			
21	Review and level Bids/Value Engineering	Sdays	Mon 7/10/23	Fri 7/14/23			
22	GMP Development	Sdays	Mon 7/10/23	Fri 7/14/23			
23	GMP Approval	1day	Fri 7/14/23	Fri 7/14/23			
24	Site Construction	21days	Fri 7/7/23	Fri 8/4/23			
25	Issue Site Schematic Package	1 day	Fri 7/7/23	Fri 7/7/23			
26	subcontractor Bidding	15days	Mon 7/10/23	Fri 7/21/23			
27	Review and level	5day,	Mon 7/31/23	Fri 8/4/23			
28	Sitework Budget Approval	1day	Fri 8/4/23	Fri 8/4/23			
29	Permitting	30days	Mon 6/19/23	Fri 7/25/23			
30	Building Permit	20days	Mon 6/19/23	Fri 7/14/23			
31	Permit Package Development	Sdays	Mon 6/19/23	Fri 6/23/23			
32	Permit Submission	1day	Fri 6/23/23	Fri 6/23/23			
33	Building Department Review	15 days	Mon 6/26/23	Fri 7/14/23			
34	Building Permit Issued	1day	Fri 7/14/23	Fri 7/14/23			
35	Site Permit	2Sdays	Mon 6/26/23	Fri 7/25/23			
36	Site Package Development	10days,	Mon 6/26/23	Fri 7/7/23			
37	Site Permit Submission	1 day	Mon 7/10/23	Mon 7/10/23			
38	Zoning / Planning Review	25 days	Mon 6/26/23	Fri 7/23/23			
39	Site Permit Issued	1day	Fri 7/28/23	Fri 7/28/23			
40	Construction	11Sdays	Mon 7/17/23	Fri 12/22/23			
41	Mobilize - Building Construction	Sdays	Mon 7/17/23	Fri 7/21/23			
42	Mobilize - Site crew	5days	Mon 7/17/23	Fri 7/11/23			
43	Construction	10days	Mon 7/17/23	Fri 7/28/23			



Fields Cannabis Project - Muskegon Michigan

10	Task Name	Duration	Start	Finish	Qtr 1, 2023	Qtr 2, 2023	Qtr 3,
54	Perimeter fence	Sdays	Wed 10/4/23	Tue 10/17/23			
55	Landscaping	10 days	Wed 10/4/23	Tue 10/17/23			
56	Interior Sulldout	US days	Mon 1/11/23	Fri 12/22/23			
57	Sawcuts/Underground MEPs	IOdays	Mon 7/17/23	Fri 7/28/23			
58	Underground Inspections	3days	Mon 7/31/23	Wed 8/2/23			
59	Concrete 1nllls	2day;	Thu S/3/23	f.riS/4/B			
60	Framing	20days	Mon 8/7/23	Fri 9/1/23			
61	Drywall :tst side	IOdays	MonS/21/23	Fri 9/1/23			
62	Electrical Wall Roughs	20days	MonJ/4/23	FriS/29/23			
63	Fire Alarm Wall Roughs	20days	Mon9/4/23	Fri 9/29/23			
64	Plumbing Wall Roughs	2Qdays	MonS/4/23	Fri 9/29/23			
65	Mechanical Piping Wall Roughs	20days	Mon9/4/23	Fri 9/29/23			
66	security/LV/Data Wall Roughs	20days	Mon9/4/23	Fri 9/25/23			
67	Rough Inspections	Scays	Mon 10/2/23	Fri 10/6/23			
68	Electrical Above Ceiling Roughs	1Sdays	Mon 10/2/23	Fri 10/20/23			
69	Plumbing Above Ceiling Roughs	1:.days	Mon 10/2/23	Fri 10/20/23			
70	Mechanical Above Ceiling Roughs	15 days	Mon 10/2/23	Fri 10/20/23			
71	Seturity/LV/Data Ceiling Roughs	15days	Mon10/2/23	Fri 10/20/23			
72	Fire Alarm Above Ceiling Roughs	15days	Mon 10/2/23	Fri 10/20/23			
73	Insulation	Sdays.	Mon 10/9/23	Fri 10/13/23			
74	Drywall 2nd Side, Tape, Sand, Finish	IOdays	Mon 10/9/23	Fri 10/20/23			
75	Security Mesh	s day,	Mon 10/16/23	Fri 10/20/23			
76	Prime and Paint 1st Coat	2days	Mon 10/23/23	Tue 10/24/23			
77	Electrical Trim/Panels	10days	Mon 10/16/23	Fri 10/27/23			
78	Mechanical Trim/Grilles/Diffu5'1rs	10day,	Mon10/16/23	Fri 10/27/23			
79	Security/ IT Room	Sdays	Mon 10/23/23	Fri 10/27/23			
80	fire Sprinkler AboVt> Ceiling Rough,	20days	Mon 10/9/27,	Fri 11/3/23			
81	Ffre Alarm Devices	Wdays	Mon10/23/23	Fri 11/3/23			
82	security Devices	IOdays	Mon 10/23/23	Fri 11/3/23			
83	Plumbing Trim/Fixtures	10days	Wed 10/25/23	Tue 11/7/23			
84	Door Frames	Sdays	Mon 10/23/23	Fri 10/27/23			
85	Ceiling Grid	s days	Mon 11/6/23	Fri 11/10/23			
86	Hardlid Ceiling	Sdays	Mon 11/6/23	Fri 11/10/23			
87	Floor Prep	3days	Mon 11/6/23	Wed 11/S/23			
88	Flooring Install	5 days	Thull/9/23	Wed 11/15/23			
89	Final Paint	2days	Thu 11/16/23	Fri 11/17/23			
90	Doors/Hardware	Sdays	Thu 11/16/23	Wed 11/22/23			
91	Wail Base	Sdays	Thu 11/16/23	Wed 11/22/23			
92	Sprinkler Trim	10days	Mon 11/13/23	Fri 11/24/23			
93	Ceiling Tiles	2days	Mon 11/27/23	Tue 11/28/23			
94	Kitchen Equipment Installs	1Sdays	Wed 11/S/23	Tue 11/28/23			
95	Millwork	10 days	Mon 11/20/23	Fri 12/1/23			

STATEMENT OF ECONOMIC ADVANTAGES EXPECTED FROM THE EXEMPTION

Introduction

420 Harvey Holdings, LLC (the "Company") at 420 S. Harvey Street, Muskegon, MI 49442 (the "Property") will bring a plethora of economic advantages to the Muskegon and the surrounding area, to include, employment opportunities, tax revenue for the City of Muskegon and the State of Michigan, investment opportunities for the local community, and an increase in the value of the particular parcel of land (24-122-100-0004-00).

1. Employment Opportunities

The Company has or is in the process of obtaining 5 local and state cannabis licenses that will allow for cultivation, processing, retail, and designated consumption lounge, while also utilizing a state-issued event license. Upon completion of the build-out, the Company will seek to obtain equivalent state cannabis licenses from the Michigan Cannabis Regulatory Agency.

The Company is the sole owner of the following entities:

Company	Record Number
420 Harvey Labs, LLC	AU-ER-002142
420 Harvey Grow, LLC	AU-ER-002145
420 Harvey Events, LLC	AU-ER-002144
420 Harvey Retail, LLC	AU-ER-002147
420 Harvey Lounge, LLC	AU-ER-002143

Each of the above referenced entities will require sufficient employees to build-out and operate each aspect of their respective businesses. The Company anticipates that during phase 1, the Company will employ or contract at least 75-100 construction workers with a total of 150 jobs created due to the rehabilitation of the Property, that is, once construction is complete, the Company anticipates that they will retain 50 employees.

2. Tax Revenue

Below are calculations on expected state and local tax payments over the first five years. Please note, these calculations do NOT include estimated property taxes, just cannabis excise taxes and state & local taxes related to business operations.

<i>state cannabis Excise Taxes</i>	\$164,944	\$365,677	\$383,918	\$407,598	\$432,737	\$1,754,875
<i>Dispensary state and Local Taxes</i>	\$10,489	\$40,758	\$43,068	\$46,881	\$50,982	\$192,179
<i>Bar & Restaurant State and Local Taxes</i>	\$0	\$0	\$5,693	\$13,892	\$23,474	\$43,060
<i>Lounge State and Local Taxes</i>	\$1,214	\$2,952	\$3,361	\$3,576	\$3,803	\$14,907
<i>Event & Farmers Market State and Local Taxes</i>	\$23,791	\$25,038	\$26,214	\$26,115	\$26,013	\$127,171
<i>Cultivation State and Local Taxes</i>	\$0	\$161,053	\$253,944	\$294,818	\$341,329	\$1,051,144
<i>Total Foretast State and Local Tax Payments</i>	\$200,439	\$595,479	\$716,199	\$792,880	\$878,339	\$3,183,336

3. Investment Opportunity

1

The Company intends on utilizing a Crowdfunding Platform in order to open investment opportunities for those interested investors in the local Muskegon area. The Company is offering to a limited number of investors up to 1,000,000 non-voting Class B Preferred Units at a price of \$1.00 per Unit.

The Company is offering its securities through Mundial Financial Group, LLC, which is a "Funding Portal" licensed by the Securities and Exchange Commission ("SEC") and the Financial Industry Regulatory Authority ("FINRA").

4. Parcel Value

The parcel was purchased for approximately \$225,000. The Company anticipates that after completing Phase 1 of their build-out, the parcel will be valued at \$3,000,000.

LEGAL DESCRIPTION

PROPERTY TAX DESCRIPTION:

CITY OF MUSKEGON SEC
 22 T1 ON R16W
 W 436 FT OF N 400 FT
 OF SW 1/4 OF NW 1/4
 EXC N 33 FT & W 33 FT FOR ROAD ROW

SAID PARCEL IS DESCRIBED AS FOLLOWS:

THAT PART OF THE SW 1/4 OF THE NW 1/4 OF SEC 22 TION R16W
 CITY OF MUSKEGON
 COMMENCING AT THE W 1/4 COR OF SD SEC
 THENCE N 0°12' W 930.00 FT FOR THE POB
 THENCE N 0°12' W 400.00 FT TO THEN LN OF SD SW 1/4 OF THE NW 1/4
 THENCE N 88°52' E ALG SD N LN 436.00 FT THENCE
 S 0°12' E 400.00 FT
 THENCE S 88°52' W 436.00 FT TO THE POB
 EXCEPT: THEN 33 FT AND THEW 33 FT THEREOF

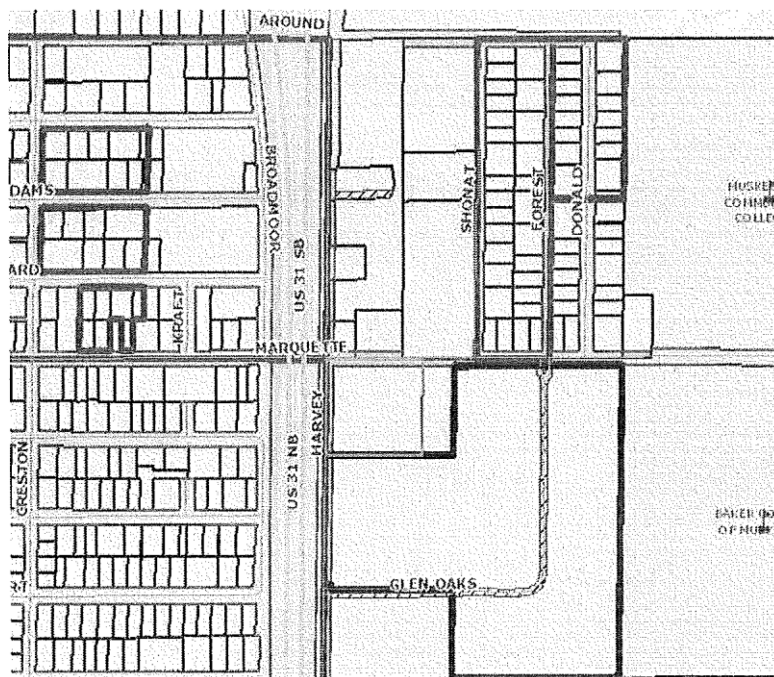


Exhibit B



Grow America Builders, LLC			
Project: FIELDS CANNARY: Dispensary; Consumption, Kitchen, Site Work			
Rough Order of Magnitude Estimate; October 24, 2022		Responsibility	Cost
CONSTRUCTION			
01000	General Conditions	G.C.	\$85,000.00
02000	Site Work - grading, drainage, hardscape, gardens and plantings, landscape, greenhouse	G.C.	\$500,000.00
03000	Interior Demolition	G.C.	\$35,000.00
03000	Concrete - interior infill, flalwork and bollards	G.C.	\$50,000.00
06000	Custom Millwork and Displays	G.C.	\$300,000.00
07000	Roofing	G.C.	\$65,000.00
07000	Insulation and Fireproofing	G.C.	\$40,000.00
08000	Doors and Hardware	G.C.	\$35,000.00
08000	Glass and Glazing Allowance	G.C.	\$35,000.00
09000	Rough Framing interior & exterior, gypsum, vault, ceilings	G.C.	\$350,000.00
09000	Painting, FRP	G.C.	\$50,000.00
09000	Flooring and Tile Allowance	G.C.	\$100,000.00
09000	Finish Carpentry	G.C.	\$50,000.00
10000	Bathroom Partitions, Accessories and Fire Extinguishers	G.C.	\$16,000.00
10000	FF&E	NIC	\$0.00
10000	Commerical Kitchen and Bar Equipment	G.C.	\$315,000.00
21000	Fire Sprinkler System (if required)	G.C.	\$85,000.00
22000	Plumbing System	G.C.	\$65,000.00
23000	Mechanical System	G.C.	\$120,000.00
26000	Electric System and Data	G.C.	\$200,000.00
28000	Security and Surveillance	G.C.	\$150,000.00
26000	Fire Alarm System	G.C.	\$16,000.00
		Subtotal Construction	\$2,662,000.00
FEES			
	Insurance	G.C.	\$15,000.00
	Estimated on site services; project manager, superindendant,	G.C.	\$110,000.00
	Contractor OH & P	G.C.	\$213,000.00
		Subtotal Fees	\$338,000.00

Exhibit C **LEASE AGREEMENT**

This **LEASE AGREEMENT** (this "**Lease**") is entered into as of this[] day of February, 2023, by and between **420 Harvey Rental and Storage, LLC**, a Michigan limited liability company ("**Landlord**"), and **420 Harvey Holdings, LLC**, a Michigan limited liability company ("**Tenant**").

RECITALS:

- A. Landlord is the owner of certain real property and buildings located at 420 S. Harvey Street, Muskegon, Michigan 49442 (the "**Premises**").
- B. Landlord agrees to lease the Premises to Tenant, and Tenant has agreed to lease the Premises from Landlord, upon the terms and conditions hereinafter set forth.

AGREEMENT:

In consideration of the mutual representations, warranties, covenants and agreements, and subject to the conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the patties agree as follows:

1. Premises. Landlord hereby Leases to Tenant, and Tenant hereby Leases from Landlord, on the terms and conditions set forth herein, the Premises, on the terms and conditions set forth herein, exclusive use of "Restaurant and Bar Space" being appx. 1000 square foot portion of the Premises comprising the proposed restaurant and bar (the "Building") on the Property: TOGETHER WITH: (i) the non-exclusive use of the common areas, including, without limitation, the non-exclusive use of the existing public parking area shown on the attached Site Plan, and (ii) the non-exclusive use along with other tenants of the project being developed on the Premises to be known as Fields Cannary, (iii) all other rights and appurtenances to the Premises. Prior to Commencement Date, Landlord shall be responsible for the buildout of the Building pursuant to the terms of the Site Plan. In addition to Rent set forth under this Lease, Tenant shall reimburse Landlord for all costs and fees associated in the buildout of the Building.

2. Term. The term of this Lease shall commence as of the date the Company receives a certificate of occupancy from the City of Muskegon, Michigan to operate (the "Effective Date") and shall continue for a period of five years from the date thereof (the "Initial Term"). Following the Initial Term, Tenant shall have the option to renew the Lease for five (5) additional Lease Years (the "Renewal Tenn(s)"), provided that Tenant gives Landlord at least 30 days written notice prior to the end of the initial term of its intent to renew the Lease for the Renewal Term. "Term" as used herein shall mean the Initial

Term and the Renewal Term, if applicable. "Lease Year" as used herein shall mean each consecutive twelve (12) month period during the Term. The first Lease Year shall commence on the Effective Date and end on the last day of the calendar month in which the first anniversary of the Effective Date occurs.

3. **Rent.** In consideration for Landlord executing this Lease and granting the rights provided in this Lease, Tenant hereby agrees to pay to Landlord rent (the "**Rent**") in the amounts set forth in the following table:

Period	Annual Rent	Monthly Rent
First Term through the Second Term	TBD	TBD

Thereafter, Rent shall increase 6% each Renewal Term. Rent shall be payable in equal monthly installments, due in advance on the 1st day of each month without any deduction, setoff or prior notice. All payments of Rent shall be delivered to Landlord's address given to Tenant or such other place as Landlord may designate. On the Effective Date and upon execution of this Lease by Tenant, Tenant shall pay to Landlord (i) Rent for the partial month commencing on the Effective Date, if applicable, prorated based upon the number of days remaining in such month, (ii) the first monthly payment of Rent, (iii) the last monthly payment of Rent, and (iv) the Security Deposit as described below. In the event Landlord is not in receipt of a payment of Rent within five (5) days after the due date, Tenant agrees to pay an additional late charge for that month equal to the sum of Fifty and No/100 Dollars (\$50.00). In addition to such late charge, any overdue balance owing Landlord by Tenant and not paid within five (5) days of the date such payment is due shall bear interest at an annual rate of twelve percent (12%).

4. **Security Deposit.** On the Effective Date, Tenant shall deliver to Landlord a sum equal to one month Rent ("**Security Deposit**") as security for the faithful performance by Tenant of the terms hereof, to be returned to Tenant, without interest, after Tenant has vacated the Premises and upon the full performance of the provisions of this Lease.

5. **Use and Compliance with Laws.** The Premises may be used by Tenant for use as any licensed marijuana facility as permitted under Michigan and Muskegon law, as such may be amended from time to time, and for any such other purposes as may be authorized under Michigan law. The parties acknowledge that Tenant's business operations may be in violation of certain federal laws and regulations and that any such violation will be not be considered either a breach of any provision of this Lease or a defense to any cause of action arising under this Lease.

6. **Maintenance and Improvements.** Tenant assumes sole responsibility for maintenance, repair and replacement of the entirety of the Premises. Tenant shall undertake in good faith to maintain the Premises in good order and in a sanitary and safe condition at Tenant's sole expense.

7. **Utilities.** Tenant agrees to pay for all utilities, including but not limited to, electricity, telephone, gas, water and sewer, and trash collection charges billed to the Premises during the term of this Lease.

8. Insurance. Tenant shall at all times during the Term of this Lease take reasonable steps to maintain, at Tenant's sole expense, the following types of insurance coverage relating to the Premises, through third party insurance companies having a rating of at least "A" in the then current edition of Best's Insurance Guide who are licensed to do business in the State of Michigan:

(a) Commercial general liability insurance with coverage of not less than one Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage per occurrence.

(b) All-risk casualty insurance in an amount adequate to cover the full replacement value of the Premises.

(c) Workers' compensation insurance in compliance with applicable Michigan law covering all of Tenant's employees.

(d) All policies of insurance required to be maintained by Tenant under this Lease shall name Landlord as an additional insured and loss payee.

(e) If Tenant is unable to obtain such insurance on commercially reasonable terms in its sole discretion, such lack of coverage shall not be considered a breach of this Lease.

9. Taxes.

(a) Tenant shall pay directly to the taxing authority, all real property taxes, assessments, and other governmental charges assessed, imposed, or accruing against the Premises during the Term. If the tax bill is issued to Landlord, Landlord will forward the bill to Tenant for payment.

(b) Tenant shall pay, prior to delinquency, all taxes, license fees and other governmental charges assessed or imposed on the personal property of Tenant located on the Premises, or imposed upon the business operations of Tenant conducted on the Premises that accrue after the Effective Date.

(c) Notwithstanding the forgoing, in the event any taxes, assessment or governmental impositions of any kind are levied, assessed or imposed on the Premises in excess of 25% in any Lease Year, the Landlord shall pay such amount in excess of 25%.

10. Cost Allocation. This Lease is a "net, net, net" Lease. Accordingly, Tenant shall be solely responsible for any and all costs related to the Premises, including, but not limited to, all charges for utilities, maintenance costs, insurance costs (including Landlord's insurance), and real property taxes.

11. Alterations. Tenant may make any alterations, additions or improvements to the Premises upon providing notice to the Landlord.

12. **Signage.** Tenant may install and maintain exterior signage upon the Premises. Tenant agrees to have said signage comply with all of the requirements of the appropriate governmental authorities, to obtain all necessary permits or licenses with respect to said signage, to maintain said signage in good state of repair.

13. **[Intentionally Omitted].**

14. **AS-IS.** As of the Effective Date, Tenant has unconditionally accepted the Premises in its current condition on an "AS IS" "WHERE IS".

15. **Eminent Domain.** If the entire Premises should be permanently taken, condemned or transferred by any competent condemning authority, this Lease will terminate as of the time possession thereof vests in the condemning authority. If a portion of the Premises should be permanently taken, condemned or transferred as aforesaid, Landlord may elect at its own expense, to repair and restore the portion not affected by the taking, in which event the Rent will be reduced in proportion to the area taken, effective at the time possession vests in the condemning authority. If the Premises or any part thereof should be temporarily taken, condemned or transferred as aforesaid, the Rent will be abated during the period of such temporary taking by the amount Landlord receives from the condemning authority to compensate it for the use of the Premises.

16. **Casualt_y.**

(a) Tenant shall give immediate written notice to Landlord of any damage caused to the Premises by fire or other casualty.

(b) If the Premises are damaged, Landlord shall have the option to rebuild. If Landlord elects to rebuild, Landlord shall, at its expense, proceed to restore the Premises (but not any improvements to the Premises made by Tenant) to the condition which existed at the beginning of the Term. All repairs and restorations of the Premises not so included shall be performed by Tenant. The parties shall promptly commence and diligently proceed with their restoration obligations hereunder. If Landlord elects not to rebuild, Tenant may, at its expense, proceed to restore the Premises (but not any improvements to the Premises made by Tenant) to the condition which existed at the beginning of the Term. The cost of such restoration by Tenant shall be reduced from the Rent on a pro-rata basis over the remainder of the current Term. The parties shall promptly commence and diligently proceed with their restoration obligations hereunder.

(c) In the event of total destruction of the Premises, Rent shall completely abate from the date of such destruction. If Landlord elects to rebuild as aforesaid, Rent shall completely abate from the date of such destruction until the date when Landlord notifies Tenant that Landlord's work in the Premises is complete, or upon the date when Tenant opens for business, whichever event shall first occur. If Landlord elects not to rebuild, then Tenant shall have the option to rebuild and any costs incurred by Tenant in connection therewith shall be deducted from its Rent obligations under this Lease until such time as Tenant is made whole. In the event of a partial destruction or damage whereby Tenant shall be deprived of the occupancy and use of only a portion of the Premises, then Rent shall be equitably apportioned according to the area of the Premises which is unusable by Tenant, until such time as the Premises are repaired or restored as provided herein. Notwithstanding

the foregoing, Rent shall not abate and Tenant shall be responsible for costs of repair/replacement in the event of any casualty due solely to the acts or omissions of Tenant or its agents, employees, contractors, guests or licensees.

17. Breach and Remedies.

(a) The following events shall be deemed to be events of default by Tenant under this Lease:

(i) Tenant fails to pay any installment of Rent or any other expense and such failure continues for a period of 10 days after written notice from Landlord.

(ii) Tenant fails to comply with any term, provision or covenant of this Lease and such failure continues for a period of 30 days after written notice from Landlord.

(b) Upon the occurrence of any default by Tenant that is not cured pursuant to the terms of this Lease, Landlord pursue judicial eviction under Michigan law and seek damages in accordance with this Lease and Michigan law.

(c) In the event of any default by Landlord under this Lease or the Land Contract, Tenant, without being under any obligation to do so and without thereby waiving such default, may cure any such default. Any costs, fees or expenses incurred by Tenant in curing such default shall reduce the amount of Rent due and owing under this Lease until such time as Tenant is fully reimbursed. Upon the occurrence of the third default by Landlord under either the Lease or the Land Contract, Tenant without being under any obligation to do so may take over Landlord's rights under the Lease and Land Contract and Landlord shall have no further interest in either the Lease or the Land Contract and Tenant shall be relieved of any and all obligations to Landlord.

18. Landlord's Right of Access. Landlord and/or its agents or designees shall have the right to enter the Premises upon reasonable notice to Tenant provided that such entry is in compliance with all applicable marijuana laws and ordinances.

19. Landlord's Liability. Notwithstanding any other term or provision of this Lease, the liability of Landlord for its obligations under this Lease is limited solely to Landlord's interest in the Premises, and no personal liability shall at any time be asserted or enforceable against any other assets of Landlord on account of any of Landlord's obligations or actions under this Lease.

20. End of Term: Abandoned Property. At the end of the term, Tenant shall vacate and surrender the Premises to Landlord, broom cleaned and in good condition, except for ordinary wear and tear, and Tenant shall remove all of Tenant's personal property. All personal property required to be removed by Tenant at the end of the term which remain on the Premises after Tenant has vacated shall be considered abandoned by Tenant and, at the option of Landlord, may either be retained as Landlord's property or may be removed by Landlord at Tenant's expense.

21. Quiet Enjoyment. Landlord agrees with Tenant that upon Tenant paying the Rent and performing all of the terms, covenants and conditions of this Lease on Tenant's part to be performed, Tenant may peaceably and quietly enjoy the Premises.

22. Subordination and Estoppel.

(a) Tenant accepts this Lease subject and subordinate to any mortgage presently existing or hereafter created upon the Premises, and to any renewals and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage to this Lease. Tenant agrees to sign and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage(s) as may be desired by Lease and hereby irrevocably appoints Landlord attorney-in-fact of Tenant to execute and deliver any instrument or instruments for and in the name of Tenant in order to accomplish such subordination.

(b) At any time and from time to time, upon written request from Landlord, Tenant agrees to execute, acknowledge, and deliver to Landlord or to the holder of any mortgage that has a lien on the Premises, a statement in writing, in form and substance satisfactory to Landlord, certifying all or any part of the following information as Landlord reasonably requests to the extent same are true and correct: (i) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which Rent and other charges hereunder have been paid, and the amount of any security deposited with Landlord; (iii) that the Premises have been completed on or before the date of such statement and that all conditions precedent to this Lease taking effect have been carried out; (iv) that Tenant has accepted possession, the term of this Lease has commenced, and Tenant is occupying the Premises; (v) that Tenant knows of no default under this Lease by Landlord and there are no defaults or offsets that Tenant has against enforcement of this Lease by Landlord; (vi) the Term of this Lease; and (vii) that the Premises are open for business.

23. No Waiver of Lease Terms. The failure of Landlord to take any action against Tenant for violation of any of the terms of this Lease shall not prevent a subsequent act of Tenant of a similar nature from being a violation of this Lease.

24. Brokers and Commissions. Each party represents and warrants to the other party that no brokers or finders have been engaged by it in connection with this Lease. Each party shall indemnify, defend and hold harmless the other party from and against any claim, suit, liability, losses, costs and expenses (including reasonable attorneys' fees and costs) resulting from any claim for any fee, commission, or other consideration from any broker, agent, finder, or salesperson.

25. Notices. Any notice, demand or other communication required, permitted, or contemplated to be given or to be served upon any party hereunder will be void and of no effect unless given by certified mail, federal express or other nationally recognized overnight courier, or hand delivery at the addresses below:

Ifto	420 Harvey
Landlord:	Holdings, LLC

Attn: John
Mackewich, Legal
Counsel
1001 Woodward,
Fifth Floor, Ste 05-
A117
Detroit, Michigan
48226

Ifto
Tenant:

**420 Harvey
Holdings, LLC**

Attn: Edgar Ramon,
Manager 738 N.
Morgan st.
N708
Chicago, IL 60642

With a
copy to:

Mackewich, PLLC

Attn: John
Mackewich, Esq.
1001 Woodward,
Fifth Floor, Ste 05-
A 11 7
Detroit, MI 48226

Either party may change its address for purposes of notice by delivery a notice to such effect to the other party.

26. Assignment.

(a) This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective heirs, representatives, successors and assigns. Tenant may assign or Lease all or any part of the Premises without the prior written consent of Landlord upon notice to Landlord. For purposes of this Lease, an assignment shall include, without limitation, the following: the sale, conveyance, transfer or assignment of this Lease or of Tenant's rights or obligations under this Lease to any person, or a change in the ownership or control of Tenant, the actual or practical effect of which would be to create or instill in entities or persons (other than in one or more of the existing shareholders, members, partners, or other owners of Tenant) the ownership or control of more than twenty-five percent (25%) of the membership interests, partnership interests, voting shares, or voting rights in Tenant.

(b) In the event of the transfer and assignment by Landlord of its interest in this Lease, the terms of this Lease shall remain in full force and effect and shall be binding on

any successor in interest. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

27. Governing Law and Venue. This Lease is governed by and will be construed in accordance with the laws of the State of Michigan. The venue of any litigation arising in connection with this Lease shall be in state court in Wayne County, Michigan.

28. Entire Agreement. This Lease, together with the exhibits attached hereto, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings and agreements, whether oral or written, made by or between the parties with respect to the subject matter hereof, including any letter of intent executed by the parties. No supplement, amendment or modification of this Lease is binding unless reflected by a written instrument signed by both parties.

29. Multiple Originals; Execution of Agreement. This Lease may be executed in multiple original counterparts, each of which is deemed an original and all of which when taken together constitute one and the same instrument. The delivery of this Lease by facsimile or electronic mail will be considered the delivery of an original signed Lease.

30. Severability. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Lease, and the remainder of this Lease will be construed and interpreted as if such invalid, illegal or unenforceable provision had never been contained herein.

31. Time. Unless otherwise specified herein, any time period or deadline provided in this Lease will be measured in calendar days. As used throughout this Lease, the term "business days" shall mean all calendar days excluding Saturdays, Sundays, and generally recognized State of Michigan and/or national legal holidays. If any such time period or deadline expires on a Saturday, Sunday, or generally recognized State of Michigan and/or national legal holiday, then such time period or deadline will be extended to the first business day thereafter. Time is of the essence in the performance of the terms of this Lease.

32. Survival. All indemnifications set forth in this Lease, and all covenants in this Lease specifically providing for survival, will survive the termination of this Lease.

33. Waiver. No waiver by either party of any of its rights or remedies under this Lease will be considered a waiver of any other or subsequent right or remedy. No waiver by either party of any of its rights or remedies hereunder will be effective unless evidenced by a written instrument executed by the waiving party.

34. Recording. Neither this Lease nor any memorandum thereof shall be recorded in the public records.

36. No Partnership. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between parties hereof, it being understood and agreed that neither the method of computation of rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

38. Bankruptcy. Landlord and Tenant (as either debtor or debtor-in-possession) agree that if a petition ("Petition") is filed by or against Landlord under any Chapter of Title 11 of the United States Code (the "Bankruptcy Code"), that Tenant shall have the right to remain in possession of the Premises under the terms of this Lease which shall remain in full force and effect.

LEASE AGREEMENT

Signature Page

IN WITNESS WHEREOF, Landlord has executed this Lease Agreement as of the Effective Date.

LANDLORD:

420 Harvey Rental and Storage, LLC,
a Michigan limited liability company

lcOocuSigned by:

By:

l = a

Print Name:

Title:

LEASE AGREEMENT

Signature Page (cont.)

IN WITNESS WHEREOF, Tenant has executed this Lease Agreement as of the Effective Date.

TENANT:

420 Harvey Holdings, LLC,
an Michigan limited liability company

By: _____
Print Name: L:62E5403Be6A403...
Title: _____

[End of Signatures]

STATE USE ONLY		
Application Number	Date Received	LUCI Code

Application for Commercial Facilities Exemption Certificate

Issued under authority of Public Act 255 of 1978, as amended.

Read the instructions page before completing the application. This application must be filed after a Commercial Redevelopment District is established. The original application and required documents are filed with the clerk of the Local Governmental Unit (LGU).

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)

Applicant (Company) Name 420 Harvey Rental & Storage		NAICS or SIC Code 453998	
Facility's Street Address 420 South Harvey Street	City Muskegon	State MI	ZIP Code 49442
Name of City, Township or Village (taxing authority) Muskegon	County Muskegon	School District Where Facility Is Located Muskegon	
☒ City ☐ Township ☐ Village			
Date of Rehabilitation Commencement (mm/dd/yyyy) 07/31/2023	Planned Date of Rehabilitation Completion (mm/dd/yyyy) 01/15/2024		
Estimated Cost of Rehabilitation \$3,000,000	Number of Years Exemption Requested (1-12) 12		

Expected Project Outcomes (check all that apply)

- | | | |
|--|--|--|
| ☒ Increase Commercial Activity | ☒ Retain Employment | ☒ Revitalize Urban Areas |
| ☒ Create Employment | ☒ Prevent Loss of Employment | ☒ Increase Number of Residents in Facility's Community |

No. of perm. jobs to be created due to facility's rehab. 50	No. of perm. jobs to be retained due to facility's rehab. 50	Number of construction jobs to be created during rehabilitation 100
--	---	--

Each year, the State Treasurer may approve 25 additional reductions of half the state education tax for a period not to exceed six years.

☐ Check this box if you wish to be considered for this exclusion.

PART 2: APPLICATION DOCUMENTS

Prepare and attach the following items:

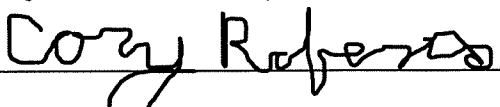
- | | |
|--|--|
| ☒ General description of the facility (year built, original use, most recent use, number of stories, square footage) | ☒ Descriptive list of the fixed building equipment that will be a part of the facility |
| ☒ General description of the facility's proposed use | ☒ Time schedule for undertaking and completing the facility's restoration, replacement or construction |
| ☒ General description of the nature and extent of the restoration, replacement, or construction to be undertaken | ☒ Statement of the economic advantages expected from receiving the exemption |
| ☒ Legal description of the facility | |

PART 3: APPLICANT CERTIFICATION

Name of Authorized Company Officer (no authorized agents) 420 Harvey Rental & Storage	Telephone Number (231) 260-6853		
Fax Number	E-mail Address cory@fieldscannabis.com		
Mailing Address 7189 West 104th Street	City Fremont	State MI	ZIP Code 49412

I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 255 of 1978, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Facilities Exemption Certificate by the State Tax Commission.

I further certify that this application relates to a program, when completed, will constitute a facility, as defined by Public Act 255 of 1978, as amended.

Signature of Authorized Company Officer (no authorized agents) 	Title President	Date 06/20/2023
---	--------------------	--------------------

PART 4: LGU ASSESSOR CERTIFICATION			
Provide the Taxable Value and State Equalized Value of the Commercial Property.			
	Taxable Value (excluding land)	State Equalized Value (SEV) (excluding land)	
Building			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Commercial Facilities Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Commercial Facilities Exemption that would also put the same property on the Commercial Facilities specific tax roll.			
☐ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Commercial Facilities Exemption specific tax roll and not on any other specific tax roll.			
Name of Assessor (first and last name)		Telephone Number	
Fax Number		E-mail Address	
Mailing Address	City	State	ZIP Code
<i>I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate.</i>			
Assessor's Signature		Date	
PART 5: LGU ACTION / CERTIFICATION (LGU Clerk must complete Part 5)			
Action Taken By LGU:			
☐ Exemption approved for _____ years, ending December 30, _____ (not to exceed 12 years)			
☐ Exemption Denied			
Date District Established (attach resolution for district)	Local Unit Classification Identification (LUCI) Code	School Code	
Name of Clerk (first and last name)		Telephone Number	
Fax Number		E-mail Address	
Mailing Address	City	State	ZIP Code
LGU Contact Person for Additional Information	LGU Contact Person Telephone Number	Fax Number	
<i>I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate.</i>			
Clerk's Signature		Date	

If you have questions, need additional information or sample documents, call 517-335-7491 or visit www.michigan.gov/propertytaxexemptions.

Instructions for Completing Form 4757

Application for Commercial Facilities Exemption Certificate

The Commercial Facilities Exemption Certificate was created by Public Act 255 of 1978, as amended. Applications for a certificate of exemption are filed, reviewed, and approved by the Local Governmental Unit (LGU). A copy of the certificate is filed with the State Tax Commission.

Owner / Applicant Instructions

1. Complete Parts 1, 2 and 3 of the application. Restoration, replacement, or construction may commence **after** establishment of a district.
2. The following must be provided to the LGU as attachments to the application:
 - a. General description of the facility (year built, original use, most recent use, number of stories, square footage).
 - b. General description of the proposed use of the facility.
 - c. General description of the nature and extent of the restoration, replacement, or construction to be undertaken.
 - d. Legal description of the facility.
 - e. Descriptive list of the fixed building equipment that will be a part of the facility.
 - f. Time schedule for undertaking and completing the restoration, replacement, or construction of the facility.
 - g. Statement of the economic advantages expected from the exemption.
3. After reviewing Parts 1, 2, and 3 for complete and accurate information, sign the application where indicated.

LGU Assessor Instructions

1. Complete Part 4 of the application.
2. After completing Part 4, sign where indicated to certify that if approved, the property will appear on the Commercial Facilities Exemption specific tax roll only.

LGU Clerk Instructions

1. After the LGU passes a resolution approving the application, complete Part 5 of the application. A resolution template with required statements can be found at **www.michigan.gov/propertytaxexemptions**.
2. After reviewing the application for complete and accurate information, sign the application to certify the application meets the requirements as outlined by Public Act 255 of 1978, as amended.
3. Issue a certificate to the applicant using the certificate templates found at **www.michigan.gov/propertytaxexemptions**.
4. If in Part 1 the applicant did **not** wish to be considered for the State Education Tax exclusion, submit only a copy of the Certificate to the State Tax Commission at **PTE@michigan.gov** for faster service. An additional submission option is to mail a copy of the Certificate to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909.
5. If in Part 1 the applicant did wish to be considered for the State Education Tax exclusion, submit a copy of the Certificate, application and attachments to the State Tax Commission at **PTE@michigan.gov** for faster service. An additional submission option is to mail a copy of the Certificate to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909.



PLANNING DEPARTMENT

CITY OF MUSKEGON
933 TERRACE STREET
MUSKEGON, MI 49440

RECEIPT

12006482

06/05/23

Cashier: WENDY WEBSTER
Received Of: 420 S HARVEY RENT

TAX ABATEMENT - 420 S HARVEY

The sum of: 1,500.00

18	TAX ABATEMENT APP FEES	1,500.00
	Total	1,500.00

TENDERED: CHECK 140631 1,500.00

Signed: _____

LEASE AGREEMENT

This **LEASE AGREEMENT** (this “**Lease**”) is entered into as of this [] day of February, 2023, by and between **420 Harvey Rental and Storage, LLC**, a Michigan limited liability company (“**Landlord**”), and **420 Harvey Holdings, LLC**, a Michigan limited liability company (“**Tenant**”).

RECITALS:

A. Landlord is the owner of certain real property and buildings located at 420 S. Harvey Street, Muskegon, Michigan 49442 (the “**Premises**”).

B. Landlord agrees to lease the Premises to Tenant, and Tenant has agreed to lease the Premises from Landlord, upon the terms and conditions hereinafter set forth.

AGREEMENT:

In consideration of the mutual representations, warranties, covenants and agreements, and subject to the conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Premises. Landlord hereby Leases to Tenant, and Tenant hereby Leases from Landlord, on the terms and conditions set forth herein, the Premises, on the terms and conditions set forth herein, exclusive use of “Restaurant and Bar Space” being appx. 1000 square foot portion of the Premises comprising the proposed restaurant and bar (the “Building”) on the Property: TOGETHER WITH: (i) the non-exclusive use of the common areas, including, without limitation, the non-exclusive use of the existing public parking area shown on the attached Site Plan, and (ii) the non-exclusive use along with other tenants of the project being developed on the Premises to be known as Fields Cannary, (iii) all other rights and appurtenances to the Premises. Prior to Commencement Date, Landlord shall be responsible for the buildout of the Building pursuant to the terms of the Site Plan. In addition to Rent set forth under this Lease, Tenant shall reimburse Landlord for all costs and fees associated in the buildout of the Building.

2. Term. The term of this Lease shall commence as of the date the Company receives a certificate of occupancy from the City of Muskegon, Michigan to operate (the “Effective Date”) and shall continue for a period of five years from the date thereof (the “Initial Term”). Following the Initial Term, Tenant shall have the option to renew the Lease for five (5) additional Lease Years (the “Renewal Term(s)”), provided that Tenant gives Landlord at least 30 days written notice prior to the end of the initial term of its intent to renew the Lease for the Renewal Term. “Term” as used herein shall mean the Initial Term and the Renewal Term, if applicable. “Lease Year” as used herein shall mean each consecutive twelve (12) month period during the Term. The first Lease Year shall commence on the Effective Date and end on the last day of the calendar month in which the first anniversary of the Effective Date occurs.

3. Rent. In consideration for Landlord executing this Lease and granting the rights provided in this Lease, Tenant hereby agrees to pay to Landlord rent (the “**Rent**”) in the amounts set forth in the following table:

Period	Annual Rent	Monthly Rent
First Term through the Second Term	TBD	TBD

Thereafter, Rent shall increase 6% each Renewal Term. Rent shall be payable in equal monthly installments, due in advance on the 1st day of each month without any deduction, setoff or prior notice. All payments of Rent shall be delivered to Landlord's address given to Tenant or such other place as Landlord may designate. On the Effective Date and upon execution of this Lease by Tenant, Tenant shall pay to Landlord (i) Rent for the partial month commencing on the Effective Date, if applicable, prorated based upon the number of days remaining in such month, (ii) the first monthly payment of Rent, (iii) the last monthly payment of Rent, and (iv) the Security Deposit as described below. In the event Landlord is not in receipt of a payment of Rent within five (5) days after the due date, Tenant agrees to pay an additional late charge for that month equal to the sum of Fifty and No/100 Dollars (\$50.00). In addition to such late charge, any overdue balance owing Landlord by Tenant and not paid within five (5) days of the date such payment is due shall bear interest at an annual rate of twelve percent (12%).

4. Security Deposit. On the Effective Date, Tenant shall deliver to Landlord a sum equal to one month Rent ("**Security Deposit**") as security for the faithful performance by Tenant of the terms hereof, to be returned to Tenant, without interest, after Tenant has vacated the Premises and upon the full performance of the provisions of this Lease.

5. Use and Compliance with Laws. The Premises may be used by Tenant for use as any licensed marijuana facility as permitted under Michigan and Muskegon law, as such may be amended from time to time, and for any such other purposes as may be authorized under Michigan law. The parties acknowledge that Tenant's business operations may be in violation of certain federal laws and regulations and that any such violation will be not be considered either a breach of any provision of this Lease or a defense to any cause of action arising under this Lease.

6. Maintenance and Improvements. Tenant assumes sole responsibility for maintenance, repair and replacement of the entirety of the Premises. Tenant shall undertake in good faith to maintain the Premises in good order and in a sanitary and safe condition at Tenant's sole expense.

7. Utilities. Tenant agrees to pay for all utilities, including but not limited to, electricity, telephone, gas, water and sewer, and trash collection charges billed to the Premises during the term of this Lease.

8. Insurance. Tenant shall at all times during the Term of this Lease take reasonable steps to maintain, at Tenant's sole expense, the following types of insurance coverage relating to the Premises, through third party insurance companies having a rating of at least "A" in the then current edition of Best's Insurance Guide who are licensed to do business in the State of Michigan:

(a) Commercial general liability insurance with coverage of not less than one Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage per occurrence.

(b) All-risk casualty insurance in an amount adequate to cover the full replacement value of the Premises.

(c) Workers' compensation insurance in compliance with applicable Michigan law covering all of Tenant's employees.

(d) All policies of insurance required to be maintained by Tenant under this Lease shall name Landlord as an additional insured and loss payee.

(e) If Tenant is unable to obtain such insurance on commercially reasonable terms in its sole discretion, such lack of coverage shall not be considered a breach of this Lease.

9. Taxes.

(a) Tenant shall pay directly to the taxing authority, all real property taxes, assessments, and other governmental charges assessed, imposed, or accruing against the Premises during the Term. If the tax bill is issued to Landlord, Landlord will forward the bill to Tenant for payment.

(b) Tenant shall pay, prior to delinquency, all taxes, license fees and other governmental charges assessed or imposed on the personal property of Tenant located on the Premises, or imposed upon the business operations of Tenant conducted on the Premises that accrue after the Effective Date.

(c) Notwithstanding the forgoing, in the event any taxes, assessment or governmental impositions of any kind are levied, assessed or imposed on the Premises in excess of 25% in any Lease Year, the Landlord shall pay such amount in excess of 25%.

10. Cost Allocation. This Lease is a “net, net, net” Lease. Accordingly, Tenant shall be solely responsible for any and all costs related to the Premises, including, but not limited to, all charges for utilities, maintenance costs, insurance costs (including Landlord’s insurance), and real property taxes.

11. Alterations. Tenant may make any alterations, additions or improvements to the Premises upon providing notice to the Landlord.

12. Signage. Tenant may install and maintain exterior signage upon the Premises. Tenant agrees to have said signage comply with all of the requirements of the appropriate governmental authorities, to obtain all necessary permits or licenses with respect to said signage, to maintain said signage in good state of repair.

13. [Intentionally Omitted].

14. AS-IS. As of the Effective Date, Tenant has unconditionally accepted the Premises in its current condition on an “AS IS” “WHERE IS”.

15. Eminent Domain. If the entire Premises should be permanently taken, condemned or transferred by any competent condemning authority, this Lease will terminate as of the time possession thereof vests in the condemning authority. If a portion of the Premises should be permanently taken, condemned or transferred as aforesaid, Landlord may elect at its own expense, to repair and restore the portion not affected by the taking, in which event the Rent will be reduced in proportion to the area taken, effective at the time possession vests in the condemning authority. If the Premises or any part thereof should be temporarily taken, condemned or transferred as aforesaid, the Rent will be abated during the period of such temporary taking by the amount Landlord receives from the condemning authority to compensate it for the use of the Premises.

16. Casualty.

(a) Tenant shall give immediate written notice to Landlord of any damage caused to the Premises by fire or other casualty.

(b) If the Premises are damaged, Landlord shall have the option to rebuild. If Landlord elects to rebuild, Landlord shall, at its expense, proceed to restore the Premises (but not any improvements to the Premises made by Tenant) to the condition which existed at the beginning of the Term. All repairs and restorations of the Premises not so included shall be performed by Tenant. The parties shall promptly commence and diligently proceed with their restoration obligations hereunder. If Landlord elects not to rebuild, Tenant may, at its expense, proceed to restore the Premises (but not any improvements to the Premises made by Tenant) to the condition which existed at the beginning of the Term. The cost of such restoration by Tenant shall be reduced from the Rent on a pro-rata basis over the remainder of the current Term. The parties shall promptly commence and diligently proceed with their restoration obligations hereunder.

(c) In the event of total destruction of the Premises, Rent shall completely abate from the date of such destruction. If Landlord elects to rebuild as aforesaid, Rent shall completely abate from the date of such destruction until the date when Landlord notifies Tenant that Landlord's work in the Premises is complete, or upon the date when Tenant opens for business, whichever event shall first occur. If Landlord elects not to rebuild, then Tenant shall have the option to rebuild and any costs incurred by Tenant in connection therewith shall be deducted from its Rent obligations under this Lease until such time as Tenant is made whole. In the event of a partial destruction or damage whereby Tenant shall be deprived of the occupancy and use of only a portion of the Premises, then Rent shall be equitably apportioned according to the area of the Premises which is unusable by Tenant, until such time as the Premises are repaired or restored as provided herein. Notwithstanding the foregoing, Rent shall not abate and Tenant shall be responsible for costs of repair/replacement in the event of any casualty due solely to the acts or omissions of Tenant or its agents, employees, contractors, guests or licensees.

17. Breach and Remedies.

(a) The following events shall be deemed to be events of default by Tenant under this Lease:

(i) Tenant fails to pay any installment of Rent or any other expense and such failure continues for a period of 10 days after written notice from Landlord.

(ii) Tenant fails to comply with any term, provision or covenant of this Lease and such failure continues for a period of 30 days after written notice from Landlord.

(b) Upon the occurrence of any default by Tenant that is not cured pursuant to the terms of this Lease, Landlord pursue judicial eviction under Michigan law and seek damages in accordance with this Lease and Michigan law.

(c) In the event of any default by Landlord under this Lease or the Land Contract, Tenant, without being under any obligation to do so and without thereby waiving such default, may cure any such default. Any costs, fees or expenses incurred by Tenant in curing such default shall reduce the amount of Rent due and owing under this Lease until such time as Tenant is fully reimbursed. Upon the occurrence of the third default by Landlord under either the Lease or the Land Contract, Tenant without being under any obligation to do so may take over Landlord's rights under the Lease and Land Contract and Landlord shall have no further interest in either the Lease or the Land Contract and Tenant shall be relieved of any and all obligations to Landlord.

18. Landlord's Right of Access. Landlord and/or its agents or designees shall have the right to enter the Premises upon reasonable notice to Tenant provided that such entry is in compliance with all applicable marijuana laws and ordinances.

19. Landlord's Liability. Notwithstanding any other term or provision of this Lease, the liability of Landlord for its obligations under this Lease is limited solely to Landlord's interest in the Premises, and no personal liability shall at any time be asserted or enforceable against any other assets of Landlord on account of any of Landlord's obligations or actions under this Lease.

20. End of Term; Abandoned Property. At the end of the term, Tenant shall vacate and surrender the Premises to Landlord, broom cleaned and in good condition, except for ordinary wear and tear, and Tenant shall remove all of Tenant's personal property. All personal property required to be removed by Tenant at the end of the term which remain on the Premises after Tenant has vacated shall be considered abandoned by Tenant and, at the option of Landlord, may either be retained as Landlord's property or may be removed by Landlord at Tenant's expense.

21. Quiet Enjoyment. Landlord agrees with Tenant that upon Tenant paying the Rent and performing all of the terms, covenants and conditions of this Lease on Tenant's part to be performed, Tenant may peaceably and quietly enjoy the Premises.

22. Subordination and Estoppel.

(a) Tenant accepts this Lease subject and subordinate to any mortgage presently existing or hereafter created upon the Premises, and to any renewals and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage to this Lease. Tenant agrees to sign and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage(s) as may be desired by Lease and hereby irrevocably appoints Landlord attorney-in-fact of Tenant to execute and deliver any instrument or instruments for and in the name of Tenant in order to accomplish such subordination.

(b) At any time and from time to time, upon written request from Landlord, Tenant agrees to execute, acknowledge, and deliver to Landlord or to the holder of any mortgage that has a lien on the Premises, a statement in writing, in form and substance satisfactory to Landlord, certifying all or any part of the following information as Landlord reasonably requests to the extent same are true and correct: (i) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which Rent and other charges hereunder have been paid, and the amount of any security deposited with Landlord; (iii) that the Premises have been completed on or before the date of such statement and that all conditions precedent to this Lease taking effect have been carried out; (iv) that Tenant has accepted possession, the term of this Lease has commenced, and Tenant is occupying the Premises; (v) that Tenant knows of no default under this Lease by Landlord and there are no defaults or offsets that Tenant has against enforcement of this Lease by Landlord; (vi) the Term of this Lease; and (vii) that the Premises are open for business.

23. No Waiver of Lease Terms. The failure of Landlord to take any action against Tenant for violation of any of the terms of this Lease shall not prevent a subsequent act of Tenant of a similar nature from being a violation of this Lease.

24. Brokers and Commissions. Each party represents and warrants to the other party that no brokers or finders have been engaged by it in connection with this Lease. Each party shall indemnify, defend and hold harmless the other party from and against any claim, suit, liability, losses, costs and expenses (including reasonable attorneys' fees and costs) resulting from any claim for any fee, commission, or other consideration from any broker, agent, finder, or salesperson.

25. Notices. Any notice, demand or other communication required, permitted, or contemplated to be given or to be served upon any party hereunder will be void and of no effect unless given by certified mail, federal express or other nationally recognized overnight courier, or hand delivery at the addresses below:

If to Landlord: **420 Harvey Holdings, LLC**
Attn: John Mackewich, Legal Counsel
1001 Woodward, Fifth Floor, Ste 05-A117
Detroit, Michigan 48226

If to Tenant: **420 Harvey Holdings, LLC**
Attn: Edgar Ramon, Manager
738 N. Morgan st.
N708
Chicago, IL 60642

With a copy to: **Mackewich, PLLC**
Attn: John Mackewich, Esq.
1001 Woodward, Fifth Floor, Ste 05-A117
Detroit, MI 48226

Either party may change its address for purposes of notice by delivery a notice to such effect to the other party.

26. Assignment.

(a) This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective heirs, representatives, successors and assigns. Tenant may assign or Lease all or any part of the Premises without the prior written consent of Landlord upon notice to Landlord. For purposes of this Lease, an assignment shall include, without limitation, the following: the sale, conveyance, transfer or assignment of this Lease or of Tenant's rights or obligations under this Lease to any person, or a change in the ownership or control of Tenant, the actual or practical effect of which would be to create or instill in entities or persons (other than in one or more of the existing shareholders, members, partners, or other owners of Tenant) the ownership or control of more than twenty-five percent (25%) of the membership interests, partnership interests, voting shares, or voting rights in Tenant.

(b) In the event of the transfer and assignment by Landlord of its interest in this Lease, the terms of this Lease shall remain in full force and effect and shall be binding on any successor in interest. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

27. **Governing Law and Venue.** This Lease is governed by and will be construed in accordance with the laws of the State of Michigan. The venue of any litigation arising in connection with this Lease shall be in state court in Wayne County, Michigan.

28. **Entire Agreement.** This Lease, together with the exhibits attached hereto, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings and agreements, whether oral or written, made by or between the parties with respect to the subject matter hereof, including any letter of intent executed by the parties. No supplement, amendment or modification of this Lease is binding unless reflected by a written instrument signed by both parties.

29. **Multiple Originals; Execution of Agreement.** This Lease may be executed in multiple original counterparts, each of which is deemed an original and all of which when taken together constitute one and the same instrument. The delivery of this Lease by facsimile or electronic mail will be considered the delivery of an original signed Lease.

30. **Severability.** If any provision of this Lease is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Lease, and the remainder of this Lease will be construed and interpreted as if such invalid, illegal or unenforceable provision had never been contained herein.

31. **Time.** Unless otherwise specified herein, any time period or deadline provided in this Lease will be measured in calendar days. As used throughout this Lease, the term "business days" shall mean all calendar days excluding Saturdays, Sundays, and generally recognized State of Michigan and/or national legal holidays. If any such time period or deadline expires on a Saturday, Sunday, or generally recognized State of Michigan and/or national legal holiday, then such time period or deadline will be extended to the first business day thereafter. Time is of the essence in the performance of the terms of this Lease.

32. **Survival.** All indemnifications set forth in this Lease, and all covenants in this Lease specifically providing for survival, will survive the termination of this Lease.

33. **Waiver.** No waiver by either party of any of its rights or remedies under this Lease will be considered a waiver of any other or subsequent right or remedy. No waiver by either party of any of its rights or remedies hereunder will be effective unless evidenced by a written instrument executed by the waiving party.

34. **Recording.** Neither this Lease nor any memorandum thereof shall be recorded in the public records.

36. **No Partnership.** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between parties hereof, it being understood and agreed that neither the method of computation of rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

38. **Bankruptcy.** Landlord and Tenant (as either debtor or debtor-in-possession) agree that if a petition ("Petition") is filed by or against Landlord under any Chapter of Title 11 of the United States Code (the "Bankruptcy Code"), that Tenant shall have the right to remain in possession of the Premises under the terms of this Lease which shall remain in full force and effect.

LEASE AGREEMENT
Signature Page

IN WITNESS WHEREOF, Landlord has executed this Lease Agreement as of the Effective Date.

LANDLORD:

420 Harvey Rental and Storage, LLC,
a Michigan limited liability company

By:

Print Name:

Title:

DocuSigned by:

Edgar Ramon

E-DEED09A7B1343D...

Edgar Ramon

Manager

LEASE AGREEMENT

Signature Page (cont.)

IN WITNESS WHEREOF, Tenant has executed this Lease Agreement as of the Effective Date.

TENANT:

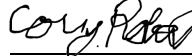
420 Harvey Holdings, LLC,
an Michigan limited liability company

By:

Print Name:

Title:

DocuSigned by:



62E54D8BA76A4D3...

Cory Roberts

Manager

[End of Signatures]

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: Bike Path Relocation at Adelaide Pointe
Submitted By: LeighAnn Mikesell	Department: Manager's Office
Brief Summary: Staff is seeking approval of the exchange of property for the relocation of the Lakeshore Trail bike path within the Adelaide Pointe development.	
Detailed Summary & Background: In cooperation with the development at Adelaide Pointe, staff is requesting a change in the alignment of the Lakeshore Trail. Exhibits showing the existing location of the property/trail overlayed with the proposed location are included for reference. Adelaide Pointe QOZB will deed to the city the necessary property for the trail realignment, and the city will deed to Adelaide Pointe QOZB the former trail property. All closing costs will be borne by the developer. Please note that this property exchange requires the city to enter into the MDNR conversion process, and staff is collaborating with the state on this effort.	
Goal/Focus Area/Action Item Addressed: Action Item 2022 – 2.6 Complete Adelaide Pointe public improvements	
Amount Requested: \$0	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): N/A	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: to approve the exchange of property for the relocation of the Lakeshore Trail within the Adelaide Pointe development and authorize the City Manager to sign.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting: Yes ☐ No ☒

QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS:
City of Muskegon, a municipal corporation

whose address is 1204 W Western Avenue, Muskegon, MI 49441

Quit Claim(s) to That Adelaide Pointe QOZB LLC, a Michigan limited liability company
whose address is 1204 W Western Avenue, Muskegon, MI 49441

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

SEE ATTACHED EXHIBIT "A"
(Current Bike Path)

This instrument is exempt from taxation for the County Real Estate Transfer Tax
pursuant to MCL.207.505.a

This instrument is exempt from taxation for the State Real Estate Transfer Tax
pursuant to MCL.207.526.a.

Dated this _____

(Quit Claim Deed (page 2) dated: _____
between Adelaide Pointe QOZB LLC, a Michigan limited liability company, Grantee(s) and city of
Muskegon, a municipal corporation, Grantor(s).)

City of Muskegon, a municipal corporation

By:
It's

By:
It's

STATE OF _____

COUNTY OF _____

On _____, before me appeared _____ to who is the _____
and _____ to who is the _____ of the City of Muskegon, a municipal
corporation

Print Name: _____
Notary Public _____ County, Michigan
Acting in _____ County
My term expires _____

File No. 372885LKS

Drafted by:
Ryan M. Leestma
1204 W Western Avenue
Muskegon, MI 49441

Return to:
Grantee

EXHIBIT A

(East 1/2 Old Bike Path):

That part of Block 578, Revised Plat of 1903, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 3 of Plats, Page 71, described as commencing at the Southeast corner of Lot 4, Block 577 of said Revised Plat of 1903; thence South 88°40'42" West along the North right of way line of Western Avenue, 847.60 feet; thence North 01°31'57" West, 256.10 feet; thence North 32°02'28" East, 47.00 feet; thence North 55°40'08" East, 89.20 feet; thence North 35°29'57" West, 127.65 feet; thence North 02°27'17" West, 553.00 feet; thence South 55°37'53" West, 243.00 feet; thence North 34°22'07" West, 235.92 feet to the point of beginning; thence North 33°32'57" West, 16.08 feet; thence North 62°10'01" East, 211.19 feet; thence South 87°42'46" East, 126.81 feet; thence North 71°39'34" East, 169.45 feet; thence South 53°57'29" East, 104.89 feet; thence South 36°27'44" East, 604.13 feet; thence South 01°31'44" East, 16.00 feet; thence South 88°27'16" West, 8.34 feet; thence North 36°27'44" West, 610.01 feet; thence North 53°57'29" West, 94.21 feet; thence South 71°39'34" West, 164.14 feet; thence North 87°42'46" West, 125.42 feet; thence South 62°10'01" West, 205.29 feet to the point of beginning.

(West 1/2 Old Bike Path):

That part of Blocks 578 and 580 of the Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, described as: Commencing at the Southeast corner of Lot 4, Block 577 of said Revised Plat (of 1903); thence South 88°40'42" West along the North right of way line of Western Avenue, 847.60 feet; thence North 01°31'57" West, 256.10 feet; thence North 32°02'28" East, 47.00 feet; thence North 55°40'08" East, 89.20 feet; thence North 35°29'57" West, 127.65 feet; thence North 02°27'17" West, 553.00 feet; thence South 55°37'53" West, 243.00 feet; thence North 34°22'07" West, 235.92 feet to the point of beginning; thence South 50°44'04" West, 329.75 feet; thence South 20°19'09" West, 96.30 feet; thence South 23°53'54" East, 405.55 feet; thence North 34°34'00" West along the Northeast line of Lakeshore Yacht Harbor, as recorded in Liber 1290, Page 64 and amended in Liber 1295, Page 438, 86.43 feet; thence North 23°53'54" West, 327.11 feet; thence North 20°19'09" East, 107.14 feet; thence North 50°44'04" East, 335.70 feet; thence South 33°32'57" East, 16.08 feet to the point of beginning.

QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS: That Adelaide Pointe QOZB LLC,
a Michigan limited liability company

whose address is 1204 W Western Avenue, Muskegon, MI 49441

Quit Claim(s) to City of Muskegon, a municipal corporation

whose address is 933 Terrace, Muskegon, MI 49440

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

SEE ATTACHED EXHIBIT "A"
(New Bike Path)

Grantor hereby reserves the right of pedestrian ingress and egress over the subject property, for the benefit of the property listed on EXHIBIT B; along with the right to grant an easement for pedestrian ingress and egress over the subject property to other parcels split from the benefited property with in the Planned Unit Development.

This instrument is exempt from taxation for the County Real Estate Transfer Tax pursuant to MCL.207.505.a

This instrument is exempt from taxation for the State Real Estate Transfer Tax pursuant to MCL.207.526.a.

Dated this _____

(Quit Claim Deed (page 2) dated: _____
between Adelaide Pointe QOZB LLC, a Michigan limited liability company, Grantor(s) and City of
Muskegon, a municipal corporation, Grantee(s).)

Adelaide Pointe QOZB LLC, a Michigan
limited liability company

By: Ryan M. Leestma
It's Manager

STATE OF _____

COUNTY OF _____

On _____, before me appeared Ryan M. Leestma to who is the Manager of
Adelaide Pointe QOZB LLC, a Michigan limited liability company.

Print Name: _____
Notary Public _____ County, Michigan
Acting in _____ County
My term expires _____

File No. 372885LKS

Drafted by:
Ryan M. Leestma
1204 W Western Avenue
Muskegon, MI 49441

Return to:
Grantee

EXHIBIT A

New Bike Path

A 16 foot wide parcel located in that part of Blocks 578 & 579 of the Revised Plat of 1903 of the City of Muskegon, Section 25, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, said path easement being described as: **COMMENCING** at the Southeast corner of Lot 4 of Block 577; thence North $87^{\circ}52'58''$ West 865.74 feet along the North right-of-way line of Western Avenue; thence Westerly 158.32 feet along said North right-of-way line on a 430.58 foot radius curve to the left, the chord of which bears South $81^{\circ}35'02''$ West 157.43 feet; thence North $31^{\circ}10'08''$ West 506.57 feet to the **PLACE OF BEGINNING** of said pathway easement; thence North $31^{\circ}10'08''$ West 85.86 feet; thence North $20^{\circ}25'45''$ West 36.80 feet; thence Northwesterly 97.86 feet on 223.00 foot radius curve to the left, the chord of which bears North $33^{\circ}00'03''$ West 97.08 feet; thence Northwesterly 77.66 feet on a 115.00 foot radius curve to the right, the chord of which bears North $26^{\circ}13'37''$ West 76.19 feet; thence Northwesterly 100.63 feet on a 178.00 foot radius curve to the left, the chord of which bears North $23^{\circ}04'38''$ West 99.30 feet; thence Northeasterly 172.35 feet on a 101.00 foot radius curve to the right, the chord of which bears North $09^{\circ}36'46''$ East 152.19 feet; thence North $58^{\circ}29'54''$ East 610.85 feet; thence South $31^{\circ}22'33''$ East 57.90 feet; thence South $73^{\circ}07'40''$ East 179.45 feet; thence North $58^{\circ}37'27''$ East 114.24 feet to the Easterly line of an existing pathway as recorded in Liber 3523, Page 372; thence South $50^{\circ}31'09''$ East 70.55 feet along said pathway; thence South $48^{\circ}13'46''$ West 16.19 feet; thence North $50^{\circ}31'09''$ West 56.71 feet along aforesaid recorded pathway; thence South $58^{\circ}37'27''$ West 110.02 feet; thence North $73^{\circ}07'40''$ West 192.71 feet; thence North $31^{\circ}22'33''$ West 47.97 feet; thence South $58^{\circ}29'54''$ West 594.81 feet; thence Southwesterly 145.05 feet on an 85.00 foot radius curve to the left, the chord of which bears South $09^{\circ}36'46''$ West 128.08 feet; thence Southeasterly 109.68 feet on a 194.00 foot radius curve to the right, the chord of which bears South $23^{\circ}04'38''$ East 108.22 feet; thence Southeasterly 66.85 feet on a 99.00 foot radius curve to the left, the chord of which bears South $26^{\circ}13'37''$ East 65.59 feet; thence Southeasterly 104.88 feet on a 239.00 foot radius curve to the right, the chord of which bears South $33^{\circ}00'03''$ East 104.04 feet; thence South $20^{\circ}25'45''$ East 121.16 feet to the place of beginning.

EXHIBIT B

PARCEL 1:

That part of Blocks 577, 578 and 579, Revised Plat of 1903, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 3 of Plats, Page 71, and the 30 foot railroad right of way between said Blocks described as follows: Commence at the Southeast corner of Lot 4 of said Block 577, Revised Plat of 1903, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 3 of Plats, Page 71 for a point of beginning; thence North 01°41'00" West along the Easterly line of said Lot 4 extended, a distance of 158.40 feet to the Southerly line of the Chesapeake and Ohio Railroad right of way; thence North 76°43'00" West along said Southerly railroad right of way line, 103.55 feet; thence Northwesterly along said Southerly railroad right of way line on the arc of a 492.47 foot radius curve to the right, a distance of 110.31 feet (the long chord of said curve bears North 70°18'00" West, 110.07 feet and the central angle of said curve is 12°50'00"); thence North 63°53'00" West along said Southerly railroad right of way line, 67.00 feet to the Westerly line of said Block 574; thence North 02°04'00" West along said Westerly line of Block 574 a distance of 33.00 feet to the Northerly line of said railroad right of way; thence continue North 02°04'00" West along said Westerly line of Block 574, a distance of 367.70 feet; thence North 37°00'00" West, 730.00 feet; thence North 48°00'00" West, 600 feet, more or less, to the shore of Muskegon Lake (to a point hereinafter referred to a Point "A"); recommence at the point of beginning; thence South 88°15'00" West along the Southerly line of Block 577 extended (also being the Northerly line of Western Avenue) 865.80 feet; thence Westerly 158.33 feet along said North right of way line on a 430.61 foot radius curve to the left, the chord of which bears South 77 degrees 43 minutes 00 seconds West, 157.44 feet to the Westerly line of the Northeasterly 200.00 feet of said Block 580 feet; thence North 35 degrees 02 minutes 10 seconds West, 850 feet, more or less, along said Westerly line to the shore of Muskegon Lake to a point herein after called Point "B"; thence Northwesterly, Northeasterly, Southeasterly, Northeasterly, Northwesterly Easterly and Southerly along the shore of Muskegon Lake, 3000 feet, more or less, to said Point "A".

ALSO (East 1/2 Old Bike Path):

That part of Block 578, Revised Plat of 1903, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 3 of Plats, Page 71, described as commencing at the Southeast corner of Lot 4, Block 577 of said Revised Plat of 1903; thence South 88°40'42" West along the North right of way line of Western Avenue, 847.60 feet; thence North 01°31'57" West, 256.10 feet; thence North 32°02'28" East, 47.00 feet; thence North 55°40'08" East, 89.20 feet; thence North 35°29'57" West, 127.65 feet; thence North 02°27'17" West, 553.00 feet; thence South 55°37'53" West, 243.00 feet; thence North 34°22'07" West, 235.92 feet to the point of beginning; thence North 33°32'57" West, 16.08 feet; thence North 62°10'01" East, 211.19 feet; thence South 87°42'46" East, 126.81 feet; thence North 71°39'34" East, 169.45 feet; thence South 53°57'29" East, 104.89 feet; thence South 36°27'44" East, 604.13 feet; thence South 01°31'44" East, 16.00 feet; thence South 88°27'16" West, 8.34 feet; thence North 36°27'44" West, 610.01 feet; thence North 53°57'29" West, 94.21 feet; thence South 71°39'34" West, 164.14 feet; thence North 87°42'46" West, 125.42 feet; thence South 62°10'01" West, 205.29 feet to the point of beginning.

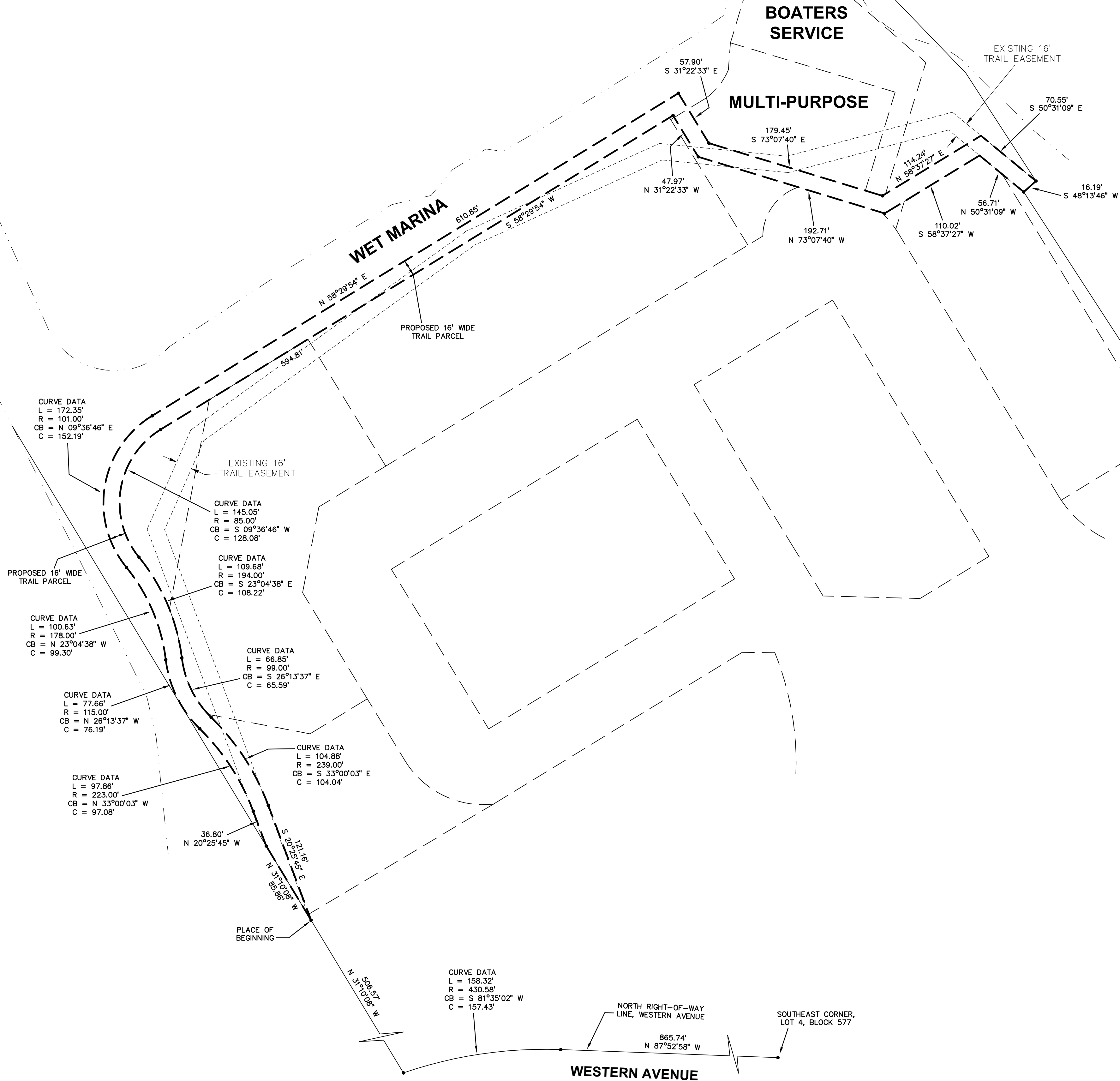
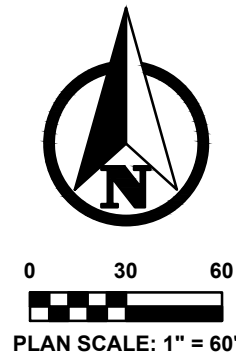
ALSO (West 1/2 Old Bike Path):

That part of Blocks 578 and 580 of the Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, described as: Commencing at the Southeast corner of Lot 4, Block 577 of said Revised Plat (of 1903); thence South 88°40'42" West along the North right of way line of Western Avenue, 847.60 feet; thence North 01°31'57" West, 256.10 feet; thence North 32°02'28" East, 47.00 feet; thence North 55°40'08" East, 89.20 feet; thence North 35°29'57" West, 127.65 feet; thence North 02°27'17" West, 553.00 feet; thence South 55°37'53" West, 243.00 feet; thence North 34°22'07" West, 235.92 feet to the point of beginning; thence South 50°44'04" West, 329.75 feet; thence South 20°19'09" West, 96.30 feet; thence South 23°53'54" East, 405.55 feet; thence North 34°34'00" West along the Northeast line of Lakeshore Yacht Harbor, as recorded in Liber 1290, Page 64 and amended in Liber 1295, Page 438, 86.43 feet; thence North 23°53'54" West, 327.11 feet; thence North 20°19'09" East, 107.14 feet; thence North 50°44'04" East, 335.70 feet; thence South 33°32'57" East, 16.08 feet to the point of beginning.

EXCEPT (Railroad): That part of the above described parcel that lies within the Chesapeake and Ohio Railroad right of way as recorded in Liber 702, Page 134.

ALSO EXCEPT (between Lots 4 and 5, Block 577):

A parcel of land lying between, and in part North of, Lots 4 and 5 of Block 577 described as follows: That part of Block 574 of said Revised Plat of 1903, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 3 of Plats, Page 71, described as: Commencing at the Southwest corner of said Lot 4 for a point of beginning; thence Westerly along the Northerly line of Western Avenue, 20.5 feet to the Southeast corner of said Lot 5; thence Northerly along the Easterly line of said Lot 5 to the Southerly line of the Chesapeake and Ohio Railroad right of way; thence Southeasterly along the Southerly line of said railroad right of way to the Northwest corner of Lot 3 of said Block 577; thence South along the West line of said Lot 3 to the Northeast corner of said Lot 4; thence Westerly along the Northerly line of said Lot 4, a distance of 40 feet to the Northwest corner of said Lot 4; thence Southerly along the West line of said Lot 4 to point of beginning.



NEW PATHWAY DESCRIPTION

A 16 foot wide parcel located in that part of Blocks 578 & 579 of the Revised Plat of 1903 of the City of Muskegon, Section 25, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, said path easement being described as: COMMENCING at the Southeast corner of Lot 4 of Block 577; thence North 87°52'58" West 865.74 feet along the North right-of-way line of Western Avenue; thence Westerly 158.32 feet along said North right-of-way line on a 430.58 foot radius curve to the left, the chord of which bears South 81°35'02" West 157.43 feet; thence North 31°10'08" West 506.57 feet to the PLACE OF BEGINNING of said pathway easement; thence North 31°10'08" West 85.86 feet; thence North 20°25'45" West 36.80 feet; thence Northwesterly 97.86 feet on 223.00 foot radius curve to the left, the chord of which bears North 33°00'03" West 97.08 feet; thence Northwesterly 77.66 feet on a 115.00 foot radius curve to the right, the chord of which bears North 26°13'37" West 76.19 feet; thence Northwesterly 100.63 feet on a 178.00 foot radius curve to the left, the chord of which bears North 23°04'38" West 99.30 feet; thence Northeasterly 172.35 feet on a 101.00 foot radius curve to the right, the chord of which bears North 09°36'46" East 152.19 feet; thence North 58°29'54" East 610.85 feet; thence South 31°22'33" East 57.90 feet; thence South 73°07'40" East 179.45 feet; thence North 58°37'27" East 114.24 feet to the Easterly line of an existing pathway as recorded in Liber 3523, Page 372; thence South 50°31'09" East 70.55 feet along aforesaid recorded pathway; thence South 48°13'46" West 16.19 feet; thence North 50°31'09" West 56.71 feet along aforesaid recorded pathway; thence South 58°37'27" West 110.02 feet; thence North 73°07'40" West 192.71 feet; thence North 31°22'33" West 47.97 feet; thence South 58°29'54" West 594.81 feet; thence Southwesterly 145.05 feet on an 85.00 foot radius curve to the left, the chord of which bears South 09°36'46" West 128.08 feet; thence Southeasterly 109.68 feet on a 194.00 foot radius curve to the right, the chord of which bears South 23°04'38" East 108.22 feet; thence Southeasterly 66.85 feet on a 99.00 foot radius curve to the left, the chord of which bears South 26°13'37" East 65.59 feet; thence Southeasterly 104.88 feet on a 239.00 foot radius curve to the right, the chord of which bears South 33°00'03" East 104.04 feet; thence South 20°25'45" East 121.16 feet to the place of beginning.

PLAN REVISIONS	PROPOSED TRAIL EASEMENT		SURVEY CREW / DATE:
	OF PART OF		M+B OFFICE
	SECTION 25, TOWN 10 NORTH, RANGE 17 WEST		DRAWN BY:
	CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN		GHV / MDJ
	PREPARED FOR		CHECKED BY:
	ADELAIDE POINTE		SJG
	 Moore+Bruggink Consulting Engineers 2020 Monroe Ave. Grand Rapids, MI 49505 (616) 363-9801 mailbox@mbce.com		CONTACT INFO:
			sgreen@mbce.com
		DATE:	JULY 07, 2023
		PROJECT NO.:	223144.1
		1 OF 1	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 11, 2023	Title: District Library Board Appointment
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: To make an appointment to the District Library Board for a citizen position with a term expiring June 30, 2027. There are two qualified applicants, Thomas DeVoogd and Karen Evans. Karen Evans held this appointment until the term expired on June 30, 2023.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed: 2027 Goal 3: Community Connection; Help increase public participation	
Amount Requested: n/a	Budgeted Item: Yes ☐ No ☐ N/A ☒
Fund(s) or Account(s): n/a	Budget Amendment Needed: Yes ☐ No ☐ N/A ☒
Recommended Motion: To appoint _____ to the citizen position on the District Library Board, term expiring June 30, 2027.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒