

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 23, 2020 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- A. Presentation by Public Safety Director**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Electric Assisted Bikes** Public Safety
 - C. MUPD Radar Message Trailer** Public Safety
 - D. Amendment to the Docks PUD** Planning
 - E. GIS Technician** Public Works
 - F. FY 2020-21 Sewer Rate Resolutions** Finance
 - G. FY 2020-21 Sanitation Fee Resolution** Finance
 - H. FY 2020-21 Lead Service Line Flat Fee Resolution** Finance
 - I. Sale – 569 Oak Avenue** City Manager
 - J. Sale – 395 Houston** City Manager
 - K. Legal Services** City Manager
 - L. Second Floor Remodel** City Manager
- ☐ **PUBLIC HEARINGS:**
- ☐ **UNFINISHED BUSINESS:**
- ☐ **NEW BUSINESS:**
 - A. Transmittal of 2020-21 Proposed Budget** City Manager

B. Rental Housing Pilot Program City Manager

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC COMMENT:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY-FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE MEISCH, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1-22 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the June 8, 2020 Worksession and June 9, 2020 Regular City Commission meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION
Monday, June 8, 2020
5:30 pm
City Commission Chambers

MINUTES

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

Absent: None.

Infill Housing Update - Discussion

Frank Peterson, City Manager, updated the City Commission on the proposed infill program in the City of Muskegon for rentals that will have an option to own through a partnership with the City.

Dave Dusendang, Developer, explained the program. The first area they are considering is Webster between 8th and 9th Street but he is open to any areas within the City. They are seeking a partnership with the City to build many homes that would be for low to moderate income. We could use a voucher program. Residents could rent them with the option to purchase at a later date. The total project is \$40,500,000 for approximately 300 homes.

Transmittal of 2020-21 Proposed Budget

Frank Peterson, City Manager, and Ken Grant, Assistant Finance Director, reviewed the revenue including proposed city income tax for 2020-21 and the impact COVID-19 is projected to have in the next fiscal year.

An overall view of the expenses were reviewed by the City Manager. It is proposed to transfer a total of \$1 million from this year and next year to help balance the budget.

Commissioners discussed the need for more community programs as well as a report of where we were, where we are now, and where we are going in growing within our community.

There is a proposed \$5 per month increase to water bills for the lead service line abatement. Water was previously approved to increase by 4%.

Update on the Leonard

Construction has been delayed for three months by the bank but we expect it to proceed.

City Hall Construction

We anticipate \$200,000 in construction to the second floor re-configuration of city hall not including cubicles.

Public Comments

Kwame James, 2076 Miner Avenue, questioned the budget for policing.

Debra Warren, 123 W. Larch Avenue, does not support more infill projects in Nelson Neighborhood and believes they should be shared with other neighborhoods. Would like to explore social programs.

The Worksession Meeting adjourned at 9:29 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 9, 2020 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held electronically with the Mayor, Vice Mayor and Commissioners participating via Zoom – a remote conferencing service, Clerk staff present at 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, June 9, 2020.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood, Commissioners Ken Johnson, Dan Rinsema-Sybenga, Willie German, Jr., Teresa Emory, and Michael Ramsey, City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

2020-34 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the May 26, 2020 Regular City Commission Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Establish a Grants Program Coordinator Position Community and Neighborhood Services

SUMMARY OF REQUEST: Seeking approval to establish a Grants Program Coordinator position for the Community and Neighborhood Services Department.

The purpose of this position is to manage various federal, state, and locally funded grants and programs administered by the city and will assist the Development Services Division with other grant opportunities. The coordinator will be responsible for development, implementation and revision of policies, procedures, and technical systems, will assist with office and program oversight and act as a staff liaison to various boards and commissions associated with the

CNS Department.

The job description was approved by the Civil Service Commission at its May 21, 2020 meeting. The cost of the position will be completely covered by administrative costs received through the various grant programs, and the general fund will not be impacted.

AMOUNT REQUESTED: \$80,000 AMOUNT BUDGETED: \$80,000

FUND OR ACCOUNT: CNS ADMINISTRATION

STAFF RECOMMENDATION: Approve the establishment of the Grants Program Coordinator position in the Community and Neighborhood Services Department.

D. Lease Agreement Public Works

SUMMARY OF REQUEST: Staff is asking permission to enter into a contractual agreement for/with "MACkite Kiteboarding School" at Pere Marquette Park.

Staff is asking permission to enter into a contractual Lease Agreement for 2020, 2021, and 2022 with Steve Negen of MACkite for Operating a Kiteboarding school at Pere Marquette Park. MACkite has been operating a kiteboarding school out of the brown brick building at the south end of Pere Marquette beach since 2008. Lease revenue is \$2,500.00 per year. Lessee also provides a portable Handicapped Restroom and pays the electrical bills for the property as part of the agreement.

STAFF RECOMMENDATION: Authorize staff to enter into a contractual Lease Agreement with Steve Negen to operate a Kiteboarding School at the brown building, at the south end of PM Park (1995 Beach Street).

E. Contract Agreement Public Works

SUMMARY OF REQUEST: Staff is asking permission to enter into a contractual agreement for/with "J-Boards" for Stand Up Paddleboard lessons and rentals at Pere Marquette Park.

Staff is asking permission to enter into a contractual Lease Agreement for 2020, 2021, and 2022 with Jason Gorski for Operating Stand Up Paddleboard lessons and rentals at Pere Marquette Park. Jason Gorski has been operating Stand Up Paddleboard lessons/rentals at Pere Marquette beach since 2013. Commission revenue has been between \$150 and \$500 per year with revenue being 10% of gross receipts per year.

STAFF RECOMMENDATION: Authorize staff to enter into a Contractual Agreement with Jason Gorski to operate Stand Up Paddleboard lessons/school at PM Park.

F. Conflict of Interest Disclosure Community and Neighborhood Services

SUMMARY OF REQUEST: Seeking approval to submit a request to the

Department of Housing and Urban Development for an Exception for a Conflict of Interest for the City of Muskegon Community and Neighborhood Services (CNS) Department home sale.

Legal Counsel has provided their opinion of a Conflict of Interest sale of a HOME funded rehabilitated home offered by the CNS Department. This includes the disclosure of a Conflict of Interest and support the request of an Exception from our Housing and Urban Development – Community Planning Development Office.

STAFF RECOMMENDATION: To approve the request of Conflict of Interest Exception from the department of Housing and Urban Development (HUD) for the sale of a HUD funded home through the Community and Neighborhood Services Department.

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

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

Nays: None

MOTION PASSES

2020-35 REMOVED FROM CONSENT AGENDA:

C. Seaway Railroad Bridge Painting Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to issue a notice to proceed for the work to clean and paint the railroad bridge over Seaway Drive between Laketon Avenue and Hackley Avenue.

Bids for the project were previously approved at the February 25, 2020 Commission Meeting with the low bid from Seaway Painting being approved in the amount of \$68,385.00. Staff has prepared the contract documents with Seaway Painting but has not issued the notice to proceed at this time pending review of the private fundraising campaign for the project.

Fundraising is still ongoing. A Patronicity crowdfunding campaign is expected to begin in June. A number of commitments have been made, but in order to receive the matching dollars for Patronicity, those donations cannot be finalized until the campaign commences. It is anticipated that the City's contribution will be \$10,000-\$15,000 in cash towards the Seaway Painting contract from the Public Improvement Fund. In addition to the cash contribution the City will provide in-kind services in the form of traffic control for the work, which is estimated to cost \$6,497.36

In parallel to the cleaning and coating work the Muskegon City Public Art Initiative has begun the search for an artist to complete murals on the bridges and will be ready to proceed with the mural work upon completion of the

cleaning and coating project. The mural work is not expected to require any additional cash contribution on behalf of the city but would again require an in-kind donation in the form of traffic control services for the project, estimated at approximately the same amount as for the initial cleaning and coating.

MDOT has been engaged on the project and has agreed to participate in the form of reimbursement for a portion of the traffic control costs from the cities state trunk line budget. The exact amount is yet to be determined.

If approved the intention is for the cleaning and coating with Seaway Painting to occur in August 2020, with the mural work to follow in September 2020.

AMOUNT REQUESTED: \$10,000 - \$15,000

AMOUNT BUDGETED: \$10,000 - \$15,000

FUND OR ACCOUNT: 202-404-91914

STAFF RECOMMENDATION: Authorize staff to issue the notice to proceed to Seaway Painting for the work to clean and coat the railroad bridge over Seaway Drive between Laketon Avenue and Hackley Avenue and authorize to provide in-kind services for the project in the form of traffic control.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to authorize staff to issue the notice to proceed to Seaway Painting for the work to clean and coat the railroad bridge over Seaway Drive between Laketon Avenue and Hackley Avenue and authorize staff to provide in-kind services for the project in the form of traffic control.

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

Nays: German

MOTION PASSES

2020-36 PUBLIC HEARINGS:

A. Public Hearing on Harbor West LLC Brownfield Plan, 1000-1060 West Western Avenue Economic Development

SUMMARY OF REQUEST: To hold a public hearing on the request for a Brownfield Plan Amendment for Harbor West LLC (Hartshorn Village) and to consider the resolution.

Harbor West LLC proposes a Brownfield Amendment for 1000, 1010, and 1060 West Western Avenue for its first phase of the Hartshorn Village residential site condominiums. The \$5 million+ initial investment is for the first 10 of an expected approximately 50 units. The former Shaw-Walker Co. parking lot was sold by the city to Harbor West in 2018. The initial \$5.597 million brownfield plan is a local-only property tax capture. State eligible environmental costs are \$250,000, \$19,500 for demolition, \$626,000 for site preparation and \$3.946 million for infrastructure

improvements. The majority of the infrastructure costs (\$3.502 million) are to upgrade the city's adjacent Hartshorn Marina and for a joint-use pool and clubhouse for the condo owners and marina slip holders. The sales and development agreement between the city and Harbor West calls for the city to provide the buyer up to \$600,000 for brownfield eligible costs. The city would receive the first \$600,000 of property tax capture, then Harbor West for its remaining eligible costs and finally with the marina upgrade being covered last. There is a 15 percent contingency in the plan, no request for interest borrowing and it is a 30-year plan. The plan allows for a continued five-year capture of tax increments for a local Brownfield Revolving Loan Fund if there is time left in the 30 years after all eligible costs are covered. There is an annual \$10,000 administrative fee paid to the Brownfield Redevelopment Authority. The BRA approved the Harbor West Brownfield Amendment at its May 12, 2020 meeting.

STAFF RECOMMENDATION: To close the public hearing and approve the Brownfield Plan Amendment for Harbor West LLC (Hartshorn Village) at 1000-1060 West Western Avenue with the resolution, authorizing the Mayor and City Clerk to sign.

PUBLIC HEARING COMMENCED:

Sherry Millisor – 3691 Watson – asked if this would be a condo association – answer is yes.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to close the public hearing and approve the Brownfield Plan Amendment for Harbor West LLC (Hartshorn Village) at 1000-1060 West Western Avenue with the attached resolution, authorizing the Mayor and City Clerk to sign.

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

Nays: German

MOTION PASSES

B. Transmittal of 2020-21 Proposed Budget City Manager

SUMMARY OF REQUEST: At this time staff is transmitting to the City Commission the proposed budget for fiscal year 2020-21 which starts July 1, 2020. 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 8, 2020 work session. A public hearing on the proposed budget is being held at the regular Commission meeting on June 9, 2020. City Ordinance requires that the budget be adopted by the Commission on or before the second Commission meeting in June.

STAFF RECOMMENDATION: Approval of the proposed budget for fiscal year 2020-21.

PUBLIC HEARING COMMENCED:

Elijah Nichols – 1251 Evanston Avenue – would like to see more money go to social programs.

Kwame James – 2076 Miner Avenue – would like to see money transferred to social programs.

Connie Fongers 3397 Rich Road – would like to see money from Police budget redirected to social services.

Keyon Chavis – 640 S. Bear Lake Road – wondering about \$500,000 being cut from Fire Department budget, Frank explained difference in budget is in part due to buying out of retirees.

Michael Hewartson – President of Local 370, 770 Terrace – would like more money for fire department and is concerned about equipment and staffing needs.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Ramsey, to close the public hearing and approve the transmittal of the proposed budget for fiscal year 2020-21.

ROLL VOTE: Ayes: None

Nays: Ramsey, German, Rinsema-Sybenga, Emory, Johnson, Gawron, and Hood.

MOTION FAILS

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to close the public hearing.

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

Nays: None

MOTION PASSES

Motion by Commissioner Johnson, second by Commissioner Ramsey, to table approval of the budget to the June 23, 2020 Regular Commission Meeting.

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

Nays: None

MOTION PASSES

PUBLIC COMMENT: Public comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 8:40 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: Electric Assisted Bikes (EAB)
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Commission authorization for the purchase of (2) two electric assist bikes, (1) carrier and assembly fees. These bikes are intended to assist in addressing the spike in crime being seen during the COVID-19 crisis as well as protecting the health and safety of City residents. Federal Grant BJA FY20 Coronavirus Emergency Supplemental Funding Program monies will reimburse the purchase of the bikes, carrier and assembly fee, leaving the cost for the City at zero dollars. The Coronavirus grant was awarded to Muskegon Police Department on May 30, 2020	
Detailed Summary:	
Amount Requested: \$9,827.00	Amount Budgeted: Grant Fund Reimbursement
Fund(s) or Account(s): 101-40301-5720	Fund(s) or Account(s):
Recommended Motion: Acknowledge pre-approved grant funding to purchase the two Electric Assisted Bikes (EAB) and related accessories for the quoted amount of \$9,827.	
Check if the following Departments need to approve the item first: Police Dept. ☒ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Great Lakes Segway

239 E. Walled Lake Dr
Walled Lake, MI 48390
248-896-2600
info@greatlakessegway.com
greatlakessegway.com



Estimate

ADDRESS

Andrew Rush
Muskegon Police Department
980 Jefferson St.
Muskegon, MI 49440

SHIP TO

Andrew Rush
Muskegon Police Department
980 Jefferson St.
Muskegon, MI 49440

ESTIMATE # 1200**DATE 06/09/2020**

ACTIVITY	QTY	RATE	AMOUNT
Units:Recon Ranger Interceptor - New New Ranger Interceptor bike (1,000w motor)	2	4,015.00	8,030.00
Parts and Accessories:Ebike Battery New ebike batteries (spares)	2	399.00	798.00
Shipping and Delivery:Vendor Shipping Cost to ship from vendor to GLS	2	75.00	150.00
Misc Items:Misc. Product & Services Bike assembly	1	150.00	150.00
Shipping and Delivery:Delivery Delivery and initial bike overview and training (advanced training separate)	1	150.00	150.00
Parts and Accessories:eBike - Bike Rack Bike rack	1	499.00	499.00
Shipping and Delivery:Delivery Bike rack delivery	1	50.00	50.00

TOTAL**\$9,827.00**

Accepted By

Accepted Date



RECON

**ALL-TERRAIN POWER BIKES
MADE MILITARY TOUGH**

INTERCEPTOR

POWER BIKE PATROL ADVANTAGES

COVERAGE: Expand patrol area and cover more ground

MOBILITY: Maneuver through tight areas, crowds and different terrain

SPEED: Faster response times with speeds up to 30 mph

STRENGTH: Boost from the motor allows officers to arrive on scene less fatigued

FUNCTIONALITY: Nearly any officer can ride a power bike

EASE: Easy to use and minimal training

COST EFFECTIVENESS: All these advantages at a cost not much higher than a standard patrol mountain bike



SPECIFICATIONS

FRAME	AL6061
MOTOR	1000 Watt Mid Drive
BATTERY	48V/11.6 Lithium Ion
SHIFTER	Shimano Altus 8 Gear
WHEEL	26"
TIRES	4 1/2" Kenda
CHARGER	AC 100-240 V

FRONT FORK	Air Suspension
BRAKES	Hydraulic Disc
LCD DISPLAY	Color, Smart LCD
COLOR OPTIONS	Flat Dark Earth, Black
SPEED	*Up to 25-30 mph
RANGE	*Up to 30-50 miles

*Varies based on weight, terrain and use of pedal assist



PolicePowerBikes.com | 888.485.2584

Page 5 of 10



The RECON Police Interceptor is our flagship power bike, featuring state of the art technology. A best in class 1,000 watt mid driven, high torque, motor powered by a 48V/11.6 ah lithium ion battery and riding on 4" Fat Boy all terrain tires.



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POLICE INTERCEPTOR

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Sub



The Recon Interceptor Power Bike has the power to take on the most extreme terrain. Depending on terrain, pedal assist mode, and programming the Ranger is capable of up to 50 miles with peak speeds of 30 mph plus between charges or battery swaps. If you are seeking peak performance in an ultimate silent all terrain machine, select the Interceptor. The LCD Color Display harnesses the power of the 1,000 watt mid drive motor.



The display features: Full Color, Automatic Night Mode, Up to 9 levels of Pedal Assist, Choice of Percentage or Voltage Display of Battery Remaining, USB Charger, Accurate Battery Gauge, Watt or Amp Display Monitor, Clock, Speed, Odometer, Password Lock, Error Code List & Memory.

The Interceptor is also capable of pulling a trailer which attaches to the rear hub. This gives you the option of hauling life saving equipment anywhere.

The Interceptor is available with a host of options including a lights and siren package.



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CONTACTS

LOCATION

327 Ley Road,
Fort Wayne, Indiana 46825
[Map](#)

CONTACTS

Telephone: 1.888.485.2589
Fax: 260.486.6232
E-mail: info@reconpowerbikes.com

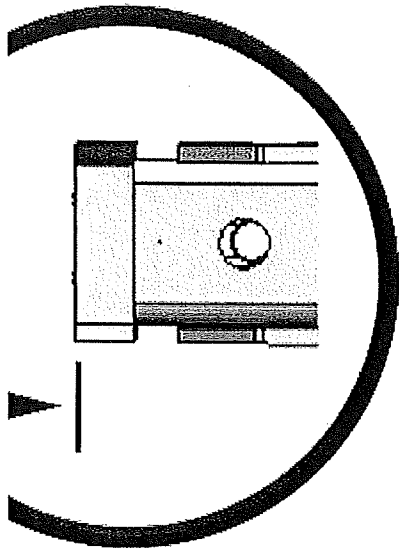
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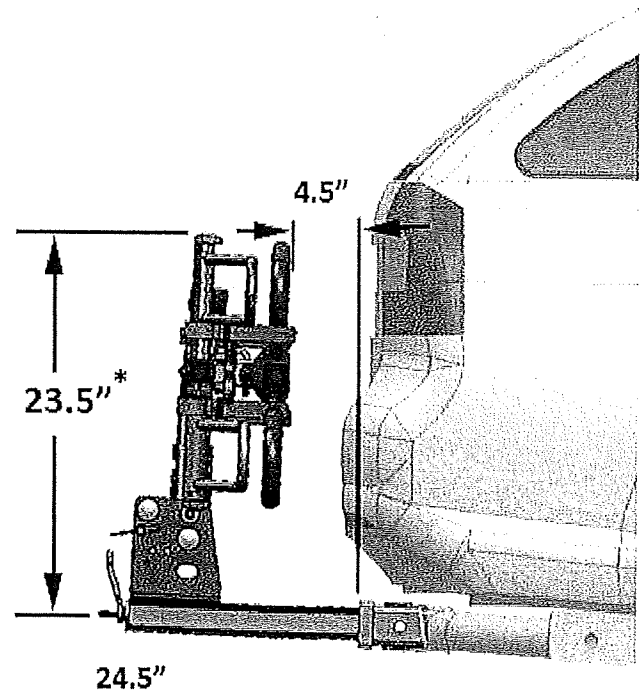
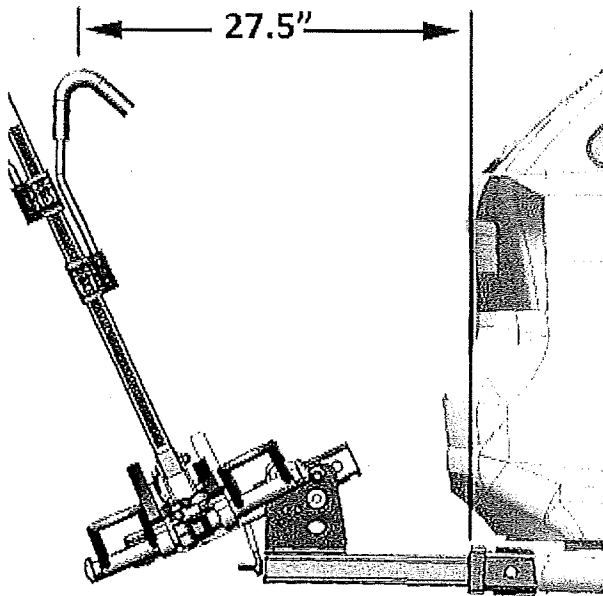
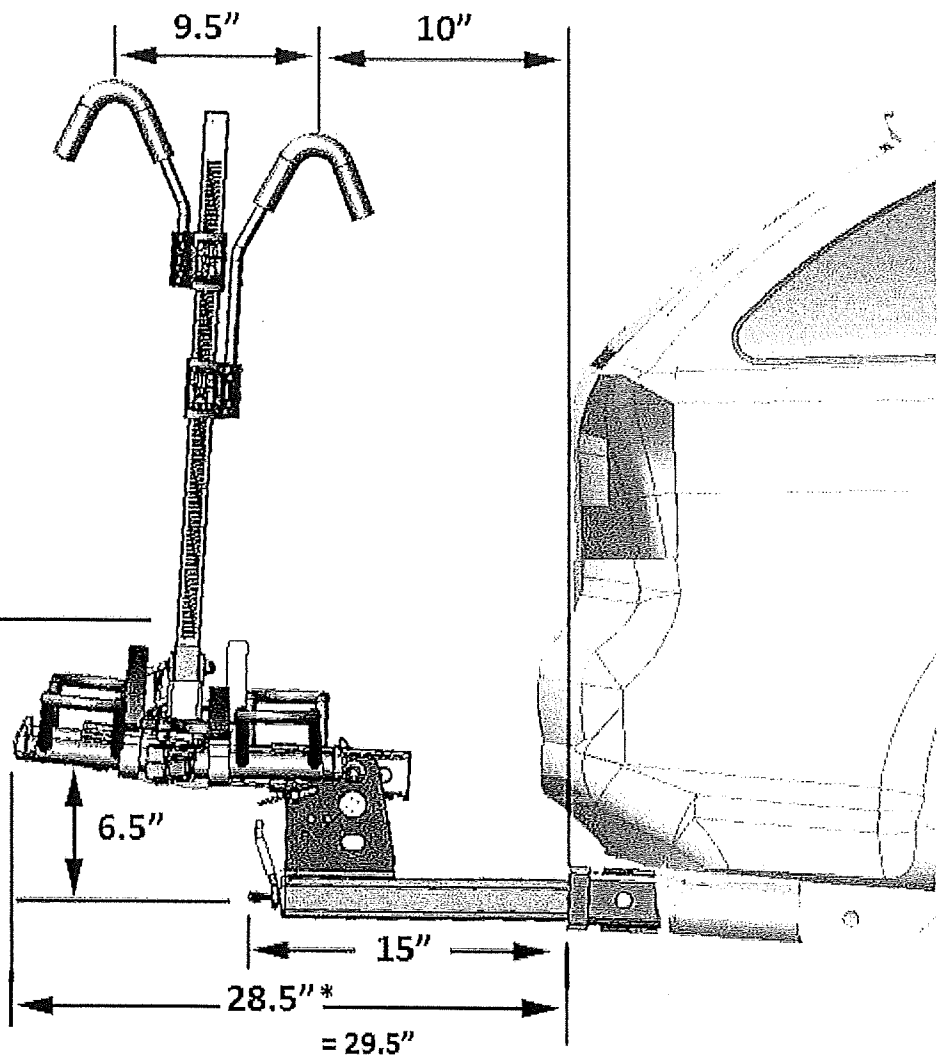


rements taken
ice of the hitch



height when post folded down

14"



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: MUPD Radar Message Trailer
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Commission authorization for the purchase of a Speed Alert Radar Message Trailer to provide the community with speed feedback, messages specific to vehicle speeds, and messages related to the COVID-19 pandemic. This is a versatile tool for both traffic calming and public health and safety information dissemination. Federal Grant BJA FY20 Coronavirus Emergency Supplemental Funding Program monies will reimburse this purchase leaving the cost for the City at zero dollars. The Coronavirus grant was awarded to Muskegon Police Department on May 30, 2020.	
Detailed Summary:	
Amount Requested: \$15,585.00	Amount Budgeted: Grant Fund Reimbursement
Fund(s) or Account(s): 101-40301-5720	Fund(s) or Account(s):
Recommended Motion: To acknowledge the pre-approved grant funded purchase of one Speed Alert Radar Message Trailer for the quoted amount of \$15,585.	
Check if the following Departments need to approve the item first: Police Dept. ☒ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



**Mail Purchase
Orders to:**

3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
12950 Worldgate Dr #310
Herndon, VA 20170
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

QUOTE Q-50272

DATE: 06/1/2020

PAGE
NO:
1

Questions contact:

**MANUFACTURER:
All Traffic Solutions**

Julie Styskin
(866) 366-6602
x 250
jstyskin@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:

Muskegon Police Department
980 Jefferson Street
Muskegon MI 49443

Billing Contact:

SHIP TO:

Muskegon Police Department
980 Jefferson Street
Muskegon MI 49443
Attn: Scott Zonnebelt

PAYMENT TERMS: Net 30
CUSTOMER: Muskegon Police Department
CONTACT: (231) 724-6773 ext, 250

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	1	\$8,400.00	\$8,400.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	1	\$1,500.00	\$1,500.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	1	\$0.00	\$0.00
4000173	Trailer, ATS-5 (select power separately)	1	\$3,200.00	\$3,200.00
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1	\$0.00	\$0.00
4000636	Trailer Battery kit for ATS-5, 470Ah deep cycle batteries w/cover, hold down, cables& hdwr	1	\$990.00	\$990.00
4000740	Trailer Certificate of Origin	1	\$0.00	\$0.00
4000754	USB cable, 16ft, extra long for trailer or pole	1	\$0.00	\$0.00
4000641	Shipping and Handling Common Carrier	1	\$700.00	\$700.00
4900041	crate, ATS-5 trailer shipping crate	1	\$250.00	\$250.00

4000857	Trade-in CREDIT: Non-ATS Unit, RMS purchase, requires one year TrafficCoud service	1	(\$850.00)	(\$850.00)
4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	1	\$500.00	\$500.00
4000977	Solar panel, 100W: includes bracket for ATS-5 trailer and harness	1	\$895.00	\$895.00
4001299	3 Year Warranty	1	\$0.00	\$0.00
4000990	LTE LVW2 communications prep	1	\$0.00	\$0.00

Special Notes:

**SALES
AMOUNT:**

\$15,585.00

SA24 – Combined Radar and message sign – trailer mounted with 60 watt solar assist – all features activated perpetually (Bluetooth – Data and imaging) 1 year of web services (TrafficCloud) to all 6 Apps (Remote Management – Imaging – Data – Alerts, Mapping and Premier Care warranty) - shipping and training. 3- year warranty.

**TOTAL
USD:**

\$15,585.00

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

Director Jeffrey Lewis
Print Name, Title

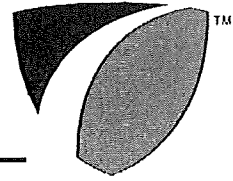
[Signature]
Signature

6/9/20
Date

See notes of purchase attached

1 7

ALL TRAFFIC
SOLUTIONS



Connected Solutions for
Better Traffic Safety Outcomes

SPEEDALERT RADAR MESSAGE SIGN



AllTrafficSolutions.com

SpeedAlert Radar Message Sign Product Highlights

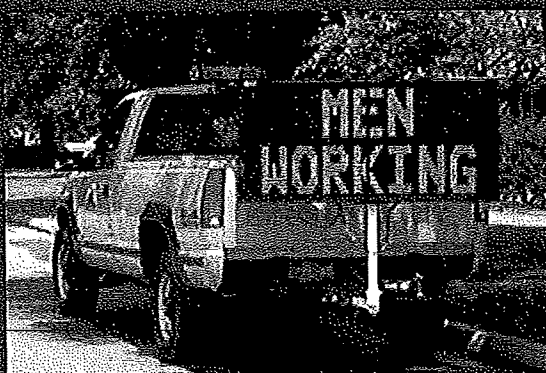
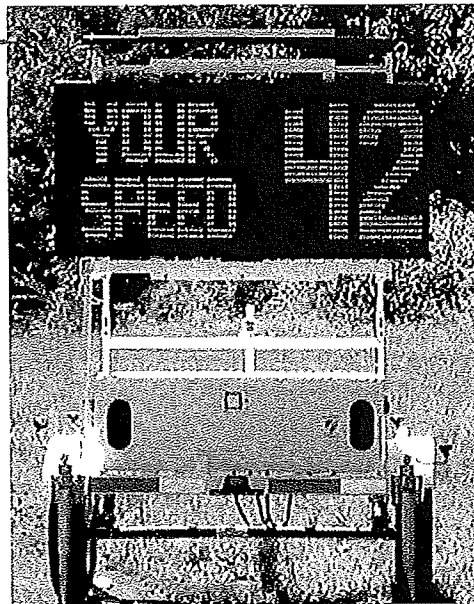
By combining radar feedback with variable messages, our SpeedAlert family of radar message signs provide drivers with speed feedback, messages specific to vehicle speeds or dedicated messages. This hybrid of features makes the SpeedAlert an extremely versatile tool for both traffic calming and messaging.

SIMPLE, UNIVERSAL MOUNTING

Mount this sign almost anywhere—post, pole, trailer or vehicle—in about a minute.

DURABLE CONSTRUCTION

The welded aluminum enclosure, concealed mounting hardware, shatterproof Lexan and graffiti-resistant powder coating make it super tough.



SPEED-DEPENDENT MESSAGING

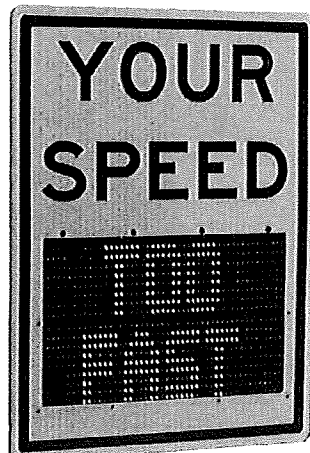
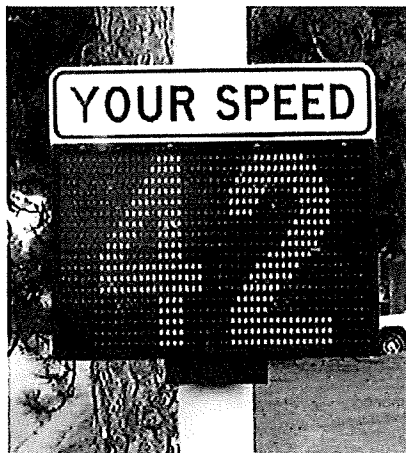
Slow traffic by using the sign as a large speed display and show custom messages directed toward drivers at specific speeds.

MESSAGING VERSATILITY

Go beyond basic messages with a full-matrix sign that makes it easy to display multiple screens of text, chevrons or custom images.

Plus, conditional sensor messaging allows different messages to be displayed based on live inputs, including time to destination, road surface or air temperatures, timer values, vehicle weights, high winds, and available parking spaces.





CLOUD-BASED REPORTING AND ACCESSIBILITY

Access traffic data, generate reports and share with your constituents from any Internet-ready device. Identify hot spots and prioritize resources. No more traffic data file management!

Easily sync messages across mobile devices over the Internet and instantly share messages with others.

Our enhanced TrafficCloud™ features and always-current user interface will keep you in contact with your signs and all your traffic management equipment and data.

Make your traffic management system more productive and effective.

Product Specs

SPEEDALERT 18

- o Speed - 2 or 3 digits; 18" H
- o Text - 1 Line; 4 Characters; 10" H
- o Text - 2 Line; 6 Characters; 7" H

Dimensions: 20" H x 30" W x 2.96" D

Weight: 25 lbs

SPEEDALERT 24

- o Speed - 2 or 3 digits; 24" H
- o Text - 1 Line; 4 Characters; 24" H
- o Text - 2 Line; 8 Characters; 11" H
- o Text - 3 Line; 12 Characters; 7" H

Dimensions: 28" H x 60" W x 1.6" D

Weight: 43 lbs

COMMON HARDWARE OPTIONS

Bluetooth, Datalogging, Pictures
and Metric.



Trade In. Trade Up! Receive at Least 50% Credit

Upgrade your old, used equipment – **regardless of manufacturer or condition** – and get access to the latest features and a perpetual warranty on a new, TrafficCloud™ enabled sign so you'll never have to worry again.

- Extreme Portability
- Maximum Awareness
- Simpler Operation
- Cloud-based Convenience

CONTACT ALL TRAFFIC SOLUTIONS FOR MORE DETAILS.
ALLTRAFFICSOLUTIONS.COM

*Offer applies to display only.
Trailer and power supplies are not included.*

All Your Traffic Safety Program Data In One Place

TraffiCloud is our secure, web-based ecosystem for managing all your traffic safety data and equipment.

View dashboards and reports of all collected data. Make more insightful decisions based on data analytics from all your program components. Save time by managing the status of connected devices and dynamic messaging all from one central location. TraffiCloud functionality includes:



PREMIERCARE

Get a perpetual warranty and remote diagnostics for the duration of your subscription.

- 50% discount on accidental damage
- Real-time remote diagnostic monitoring



IMAGE MANAGEMENT

Achieve greater awareness with alarms or by requesting generated images.

- Capture images based on speeds, tampering, time intervals or upon request*
- Review, edit, print and act on useful images



REPORTING

Save time collecting, organizing, compiling and distributing information.

- Automated, daily uploads of new data into a centralized, SAS70-certified environment
- Identify trends to allocate resources and be proactive
- Schedule reports for regular delivery to your inbox



ENFORCEMENT

Automate the collection of Lidar captures.

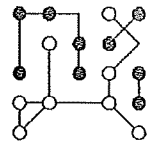
- Ensure data accuracy
- Minimize data collection time



MAPPING

Manage your entire program through an intuitive visual interface.

- Interactive map provides a window to all system information



EQUIPMENT MANAGEMENT

Stop wasting time driving to equipment to update and monitor it.

- Check status and change settings from any Internet-connected device
- Send single message to multiple signs at once
- Respond immediately to changing situations



ALERTS

Specify when and whom to notify upon occurrence of certain conditions.

- Receive email or text as events happen
- Be aware of low batteries, high speeds, tampering, congestion and more



*Images can be used to identify vehicle make and color but are not ALPR quality.

Take a demo of TraffiCloud, our secure, web-based traffic management and reporting solution that manages all your traffic safety devices and data remotely!
Call **866.366.6602** or email sales@alltrafficsolutions.com

All Traffic Solutions 12950 Worldgate Drive, Suite 310, Herndon, VA 20170

©All Traffic Solutions

TraffiCloud leverages our patented technology (US Patents 8,417,442; 8,765,990; 9,070,287; 9,411,893) to deliver unique cloud-based management, features and functionality.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: Amendment to the Docks PUD
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to amend the Planned Unit Development at 1875 Waterworks Rd; 1490 Edgewater St; and 3400, 3460, 3474 Wilcox Ave, by Damfino Development, LLC	
Detailed Summary: Please see the enclosed Plan. The proposed changes in this plan are: • The elimination of the boardwalk and platform in Muskegon Lake. • The beach will be removed and be replaced with a buildable lot. • Lot #70 (Now #71) is increased in size. • A new beach would be placed where lots 114-116 were previously located. • The south wall of the channel is being moved with a reduction in width from 140' to 120'.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the amendments to the Planned Unit Development as requested.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

CITY OF MUSKEGON
RESOLUTION #2020-

RESOLUTION TO APPROVE THE AMENDED FINAL PLANNED UNIT DEVELOPMENT FOR
3400, 3460, 3474 WILCOX AVE, 1875 WATERWORKS RD, 1490 EDGEWATER ST

WHEREAS, a petition to amend the Planned Unit Development at 3400, 3460, 3474 Wilcox Ave, 1875 Waterworks Rd and 1490 Edgewater St has been received; and,

WHEREAS, proper notice was given by mail and publication and public hearings were held by the City Planning Commission and by the City Commission to consider said petition, during which all interested persons were given an opportunity to be heard in accordance with provisions of the Zoning Ordinance and State Law; and

WHEREAS, the Planning Commission and staff have recommended approval of the Final Planned Unit Development and associated site plan; and

NOW, THEREFORE, BE IT RESOLVED that the recommendation by staff and the Planning Commission be accepted and the amendment to the final Planned Unit Development is hereby approved.

Adopted this 23rd day of June, 2020

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron
Mayor

Attest: _____
Ann Meisch
Clerk, City of Muskegon

CERTIFICATE

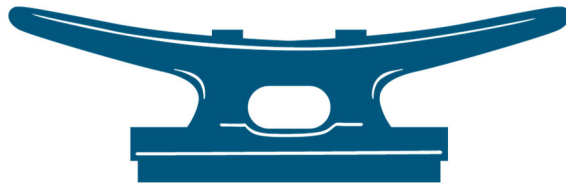
(Amendment to Final PUD 3400, 3460, 3474 Wilcox Ave, 1875 Waterworks Rd and 1490 Edgewater St)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 23rd day of June, 2020, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2020.

Ann Meisch
Clerk, City of Muskegon

THE DOCKS



MUSKEGON, MICHIGAN

Planned unit Development

Application for Amendment to PUD

May 21, 2020

Table of Contents

The Docks Development

- Executive Summary
- Amendment to PUD
- Impact on Density and Open Space Requirements

EXHIBITS

- A. Identification of changes to the approved PUD plan
- B. Revised site plan

Executive Summary

This is a request for a minor change to the Planned Unit Development (PUD) for The Docks that was approved by the City Commission on June 25, 2019. Damfino Development, LLC is requesting to relocate the beach amenity from the north side of the proposed channel to the south side of the channel, increasing size and accessibility to neighboring residents. This change will result in an increase in open space and a decrease in residential units.

Amendment to PUD

The locations of the items in the following list are identified on EXHIBIT A.

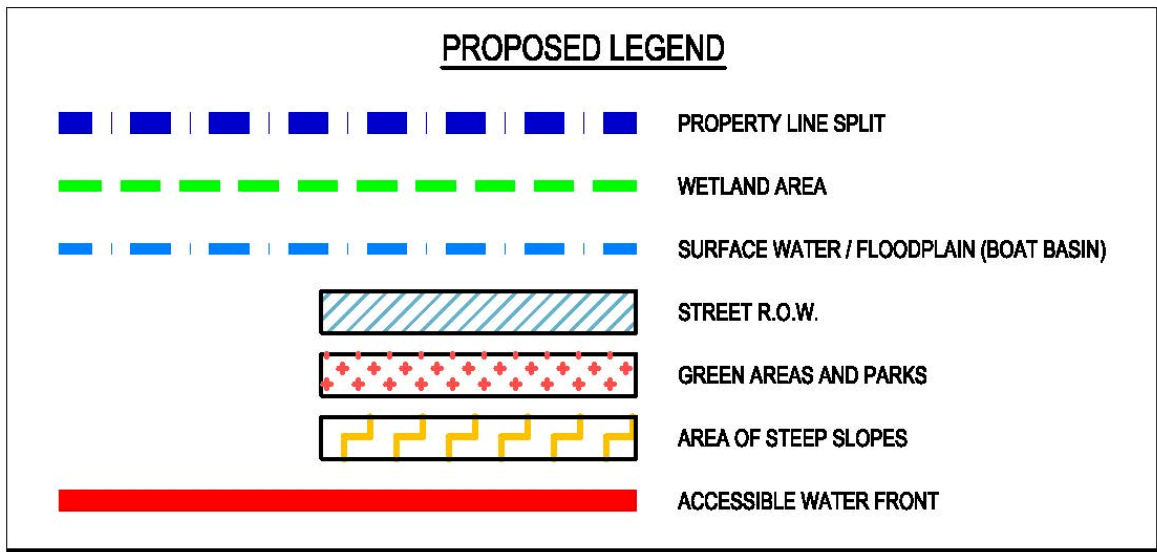
- A. The proposed boardwalk and platform in Muskegon Lake will be eliminated from the plan. A permit application with the United States Army Corps of Engineers will include a request to remove all remnants of the old sand load out conveyor.
- B. The beach/open space will be removed from the plan and replaced with a buildable lot, new #66. All lot numbers above 65 have been renumbered.
- C. Lot #70 (now #71) is increased in size.
- D. Lots 114 – 116 are removed from the plan and a beach will be created in this area. A permit application with the United States Army Corps of Engineers will include a request to remove the rip rap from the shoreline except as needed to protect the willow tree and the relocated cul-de-sac.
- E. The south wall of the channel is being moved with a consequent reduction in width from 140' to 120'.

EXHIBIT B is a revised site plan reflecting the above changes.

Impact on Density and Open Space Requirements

On the following page are the calculation of the density, open space and waterfront access requirements of the zoning ordinance.

Below is the legend for the drawing.



DATE: May 21, 2020

POST DEVELOPMENT DENSITY CALCULATION

	TOTALS	NOTES
UNDEVELOPABLE AREAS		
Wetland Area	3.63 Acres	Provided Wetland Area
Surface Water/Floodplain	12.18 Acres	Boat Basin
Street R.O.W	11.85 Acres	
Area of Storm Ponds	1.50 Acres	
Area of Steep Slopes	9.52 Acres	Includes CDA and Banks above wetland
TOTAL UNDEVELOPABLE AREAS	38.68 Acres	
OVERALL AREA OF PROPERTY	76.68 Acres	This is the proposed PUD Boundary.
NET DEVELOPABLE AREA	38.00 Acres	
ALLOWED NO. OF DWELLING UNITS =	275	NET DEVELOPABLE AREA / MINIMUM LOT SIZE
NET DENSITY	7.2 units per acre	MINIMUM LOT SIZE = 6,000 SFT FOR R-1

OPEN SPACE CALCULATION

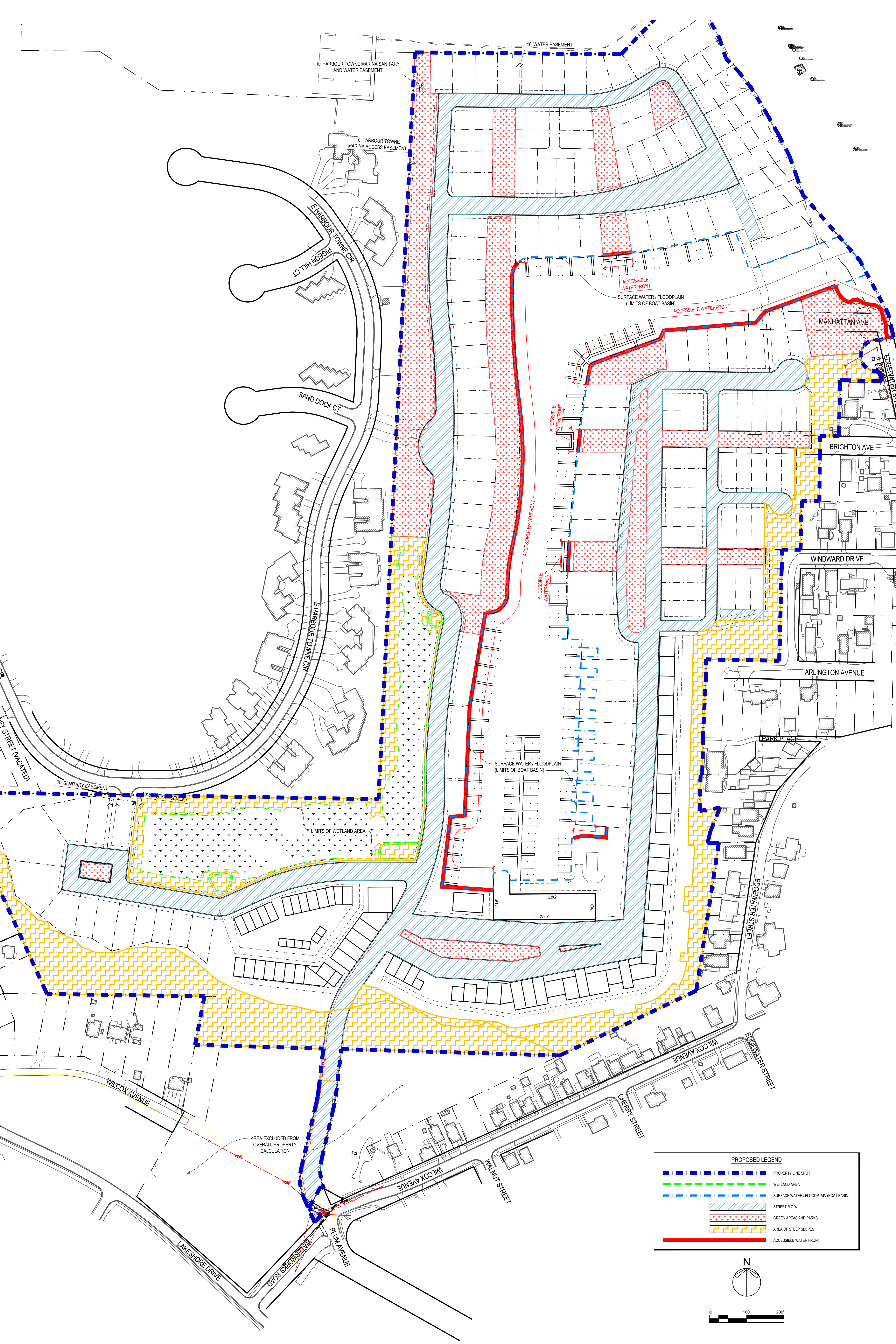
Section 403.4 requires a minimum of 15% of the site to be dedicated common open space.
At least one third of the dedicated open space shall be usable open space.

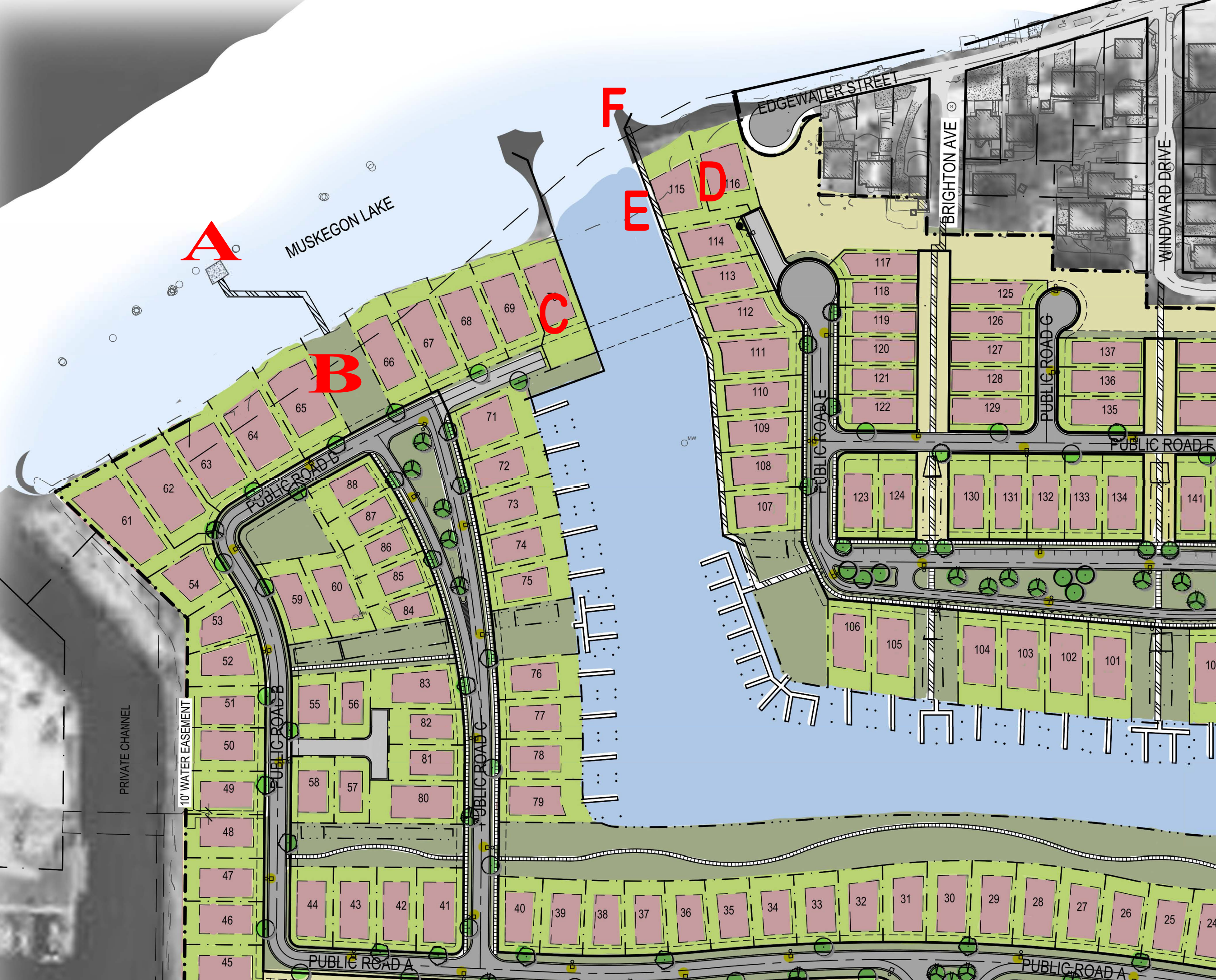
Open Space		
Wetland	3.63 Acres	
Green Belts and Parks	6.41 Acres	Excludes Stormwater Basins
Critical Dune/Steep Slopes	9.52 Acres	
Total Open Space	19.56 Acres	
Overall Area of Property	76.68 Acres	
Percentage Open Space	25.51%	
Usable Open Space (Green Belts, Parks and Dune)	15.92 Acres	
Percentage Usable Open Space	81.42%	

WATERFRONT CALCULATION

Section 403.6 requires a minimum of 50% of the shoreline be open space

Accessible Waterfront	
Boardwalk	1,515 feet
Green Belt (Boat Basin)	1,479 feet
Green Belt (Muskegon Lake)	236 feet
Total Accessible Waterfront	3,230 feet
Total Waterfront	
Muskegon Lake	1,014 feet
Boat Basin	5,367 feet
Total Length of Waterfront	6,381 feet
Percentage Accessible Waterfront	50.62%







PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
AS		Acer saccharum	Sugar Maple	2.5" Cal.	B&B	48
BP		Betula papyrifera	Paper Birch	2.5" Cal.	B&B	18
PO		Platanus occidentalis	American Sycamore	2.5" Cal.	B&B	54
PP		Populus balsamifera	Balsam Poplar	2.5" Cal.	B&B	14
TC		Tilia cordata	Littleleaf Linden	2.5" Cal.	B&B	59
ZG		Zelkova serrata 'Green Vase'	Sawleaf Zelkova	2.5" Cal.	B&B	23
EVERGREEN	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
PG		Picea glauca	White Spruce	6-7' Ht.	B&B	47
PB		Picea glauca densata	Black Hills Spruce	6-7' Ht.	B&B	44

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 Grand Rapids, MI 49544
 (616) 785-5656

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 www.paradigmae.com

5-20-2020

DAVID E. HENDERSHOTT
 MI - REGISTRATION # 38725
 EXP. DATE 10/31/2021

PROJECT

THE DOCKS

APPROX. 3400 WILCOX AVE.
 MUSKEGON, MI 49440

DEVELOPER

DAMFINO DEVELOPMENT, LLC

(231) 722-6691
 560 MART ST.
 MUSKEGON, MI 49440

RELEASE DATE

DATE	DESCRIPTION
05-23-19	FINAL PUD SUBMITTAL
05-21-20	AMENDED PUD SUBMITTAL

PROJECT

1806064

SHEET

LANDSCAPE PLAN AND SITE AMENITIES

L-101

Wednesday, May 20, 2020 at 2:29pm 011806064 The Docks Drawings - 1806064 Landscape/644-101-40.dwg jsl

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: GIS Technician
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is requesting authorization to eliminate the Administrative Assistant position within the Engineering Department and create a new position for a GIS Technician.	
Detailed Summary: Prior to COVID staff had met and discussed the need for a dedicated staff member to manage and utilize the GIS (Geographic Information Systems) data for the City. The discussion was tabled due to COVID. At the end of May the DPW Administrative Supervisor (Leigh Ann Archer) retired and the DPW Administrative Assistant (Christy Cashin) was promoted leaving the Administrative Assistant position open. Staff is requesting permission to not fill the Administrative Assistant position and rather to reallocate that full time position towards creation of a new position for a GIS Technician. The GIS Technician will work within the Engineering Department but provide services to multiple departments within the city, namely water/sewer and major/local streets. The work formerly performed by the Administrative Assistant will be redistributed between the Administrative Supervisor, the five (5) CSRII Positions at DPW, and the newly created GIS Technician. Based on current and projected workloads the need for a GIS Technician is greater than the need for the Administrative Assistant.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize staff to eliminate the Administrative Assistant position at DPW and create a new position for a GIS Technician.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

**CITY OF MUSKEGON
JOB DESCRIPTION**

GIS Technician/Data Manager

Supervised By: Assistant City Engineer
Supervises: Non-Supervisory

Position Summary:

Under the supervision of the Assistant City Engineer, the GIS Technician will apply spatial analysis and GIS expertise to help maintain and create GIS maps for the City of Muskegon. The GIS Technician will act as the hands-on GIS expert on a variety of collaborative projects. Additional responsibilities of this position include: creating and maintaining enterprise GIS datasets, training GIS users, and providing on-call end user support. The GIS Technician will be responsible for all associated data with the GIS, all incoming and outgoing data, shape files, raster images, etc.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Maintain/create detailed system maps, supporting records and publishing maps, as needed.
2. Assist in the maintenance of the City's GIS by obtaining, updating, and implementing all information pertaining to the electric distribution system that is provided by the engineering and operations teams through staking sheets and various other reports.
3. Provide necessary (GIS) data, drawings and assistance required by employees to aid in the planning, design, analysis, installation, and maintenance of the electric distribution system.
4. Responsible for accurate mapping of water, sanitary and storm sewer for example. Will be required to work with contractors and internal employees to receive accurate placement of utilities.
5. Recommend improvements in procedures, forms and equipment pertaining to the (GIS) system.
6. Assist in planning, coordination and use of equipment for data collection.
7. Keeps abreast of modern developments and evolving issues in public services through continued education and professional growth. Attends conferences, workshops, and seminars as appropriate.
8. Review data for inconsistencies or anomalies that could skew analytical results

9. Maintain databases and conduct routine maintenance as needed to ensure data integrity
10. Streamline data collection and analysis procedures to ensure fast access to metrics
11. Communicate with Supervisors about data changes or requirements
12. Generate and review documentation for all database changes or refinements
13. Make recommendations for software, hardware and data storage upgrades
14. Performs other related work as required.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Associate's/vocational/technical degree/certification or higher in computer science, management information systems (MIS), information technology, or an approved information technology field related to the position, preferred.
- Two years or more of GIS professional work experience or education, preferred.
- Experience working with ArcGIS for Desktop Software, ArcGIS Pro and ArcGIS Online and applications.
- Ability to work with large data sets
- Knowledge of applicable state and local codes and ordinances, engineering practices, and construction techniques.
- Knowledge of construction materials and supplies used in public works and engineering work.
- Skill in creating maps and drawings, estimating material needs, and maintaining records.
- Skill in the use of office equipment and technology, including computers, GIS/mapping and CAD, and other related software, and the ability to master new technologies.
- Ability to read and interpret blueprints and specifications.
- Ability to extrapolate conclusions from large data sets
- State of Michigan Vehicle Operator's License, a satisfactory driving record, and the ability to maintain one throughout employment.
- Ability to communicate effectively and present ideas and concepts orally and in writing.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with employees, City officials, professional contacts, community leaders, the media, and the public.

- Ability to exercise a high degree of diplomacy and work effectively under stress in emergency and confrontational situations.
- Ability to multi-task, problem-solve, and work effectively under stress, within deadlines and changes in work priorities.
- Excellent organizational skills

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in an office setting with a controlled climate where they sit and work on a computer, communicate by telephone, email, or in person, and move around the office to travel to other locations. The employee must occasionally lift and/or move items of moderate to heavy weight. The noise level in the work environment is usually quiet.

While performing the duties of this job, the employee is occasionally required to travel to various locations within the City and work outside the office at field sites; including visiting construction sites with treacherous terrain requiring the employee to traverse uneven ground, climb up or crawl down to access the site, and may involve fumes, dust, chemicals or other hazardous materials, loud machinery and equipment, and other dangers associated with engineering projects and construction sites. An employee in this position must have the strength, stamina and physical coordination needed to gain access to the construction project sites described above, observe and inspect work in progress, and operate hand and power tools. The employee is occasionally exposed to adverse weather conditions, loud noises, moving mechanical parts, dust or airborne particles, and fumes. The noise level in the work environment is usually quiet, and may be loud in field situations.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: FY2020-21 Sewer Rate Resolution
Submitted By: Beth Lewis	Department: Finance
Brief Summary: The FY2020-21 budget calls for a sewer rate increase of 8%, this resolution establishes the new rate.	
Detailed Summary: In 2019 a resolution with a treatment rate for our customers that is based on a multiplier of 1.81 times the rate the County bills the City for wastewater was adopted. The FY2020-21 calls for the multiplier to be raised to 1.95 to cover the cost of our aging infrastructure system capital needs and the increased cost of treating the infiltration to our system due to the high water levels	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To adopt the FY2020-21 Sewer Rate Resolution.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
RESOLUTION NO. _____

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City Commission Chambers on June 23, 2020.

RECITALS

A review of the rates for sewer service has been accomplished by the city's staff, recommendations received, and the City Commission has determined that the following rate changes are justified. Accordingly, this resolution is made for the purpose of maintaining the financial viability of the city's sewer system.

THEREFORE, THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY RESOLVES:

1. Effective June 23, 2020, to rescind City of Muskegon Resolution No. 2019-53(F), which was adopted June 25, 2019.
2. Charges for residential sewer service shall be changed from a multiplier of 1.81 to 1.95 of the rate the county bills the city for wastewater treatment effective July 1, 2019, with future rates to be adjusted as the county charges are adjusted. The monthly sewer administration charge shall remain unchanged at \$3.00.
3. Charges for commercial/industrial sewer service shall continue to be billed at a rate of 1.25 times (1.25x) the city rate for residential sewer service. The monthly sewer administration charge shall remain unchanged to \$3.00.
4. Charges for all non-metered residential sewer customers will be calculated based on an assumed usage rate of 12 hundred cu. ft. per month.
5. Unless there is a separate agreement specifying a different billing method, non-resident users of the city sewer system will be billed at a rate that is double (2x) the city rate for that class of user.

The above changes to be effective as noted above.

This resolution adopted.

YEAS:

NAYS:

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC, City Clerk

STATE OF MICHIGAN COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board of Commissioners of the City of Muskegon, Michigan, held on the 23rd day of June, 2020 and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

By: _____
Ann Marie Meisch, MMC, City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: Sanitation Fee Resolution
Submitted By: Beth Lewis	Department: Finance
Brief Summary: The FY2020-21 budget calls for the Sanitation Fee to be increased from \$2.00 per month to \$2.50 per month, this resolution established the Sanitation Fee for FY2020-21.	
Detailed Summary: To adopt the resolution to continue charging a sanitation fee of \$1.20 per month to cover the shortfall between the sanitation charges and the millage collected for sanitation and to increase the fee for recycling from .80 cent per month to \$1.30 per month to cover the costs of the program.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To adopt the Sanitation Fee Resolution for FY2020-21.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
RESOLUTION NO. _____

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City Commission Chambers on June 23, 2020.

RECITALS

After reviewing the cost to provide sanitation services for the residents of the City of Muskegon, the City Commission has determined that the funds generated from the 3 mills dedicated to sanitation currently does not cover the costs to provide the service at its current level.

THEREFORE, THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY RESOLVES:

1. Effective July 1, 2020, a monthly service fee of \$1.20 will continue to be charged to all residential utility billings along with an additional 1.30 cents for recycling. The total monthly fee charged to all residential utility bills will be \$2.50 for sanitation services.
2. This rate increase will be in effect until June 30, 2021 at which time it will be re-evaluated with the proposed budget.

The above changes to be effective as noted above.

This resolution adopted.

YEAS:

NAYS:

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC, City Clerk

STATE OF MICHIGAN COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board of Commissioners of the City of Muskegon, Michigan, held on the 23rd day of June, 2020 and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

By: _____
Ann Marie Meisch, MMC, City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: Lead Service Line Flat Fee Resolution
Submitted By: Beth Lewis	Department: Finance
Brief Summary: The FY2020-21 Budget calls for a Lead Service Line Flat Fee of \$5.00 per month per utility billing, this resolution establishes the fee.	
Detailed Summary: The State of Michigan has mandated communities to replace lead service lines. To offset the cost the FY2020-21 budget calls for a Lead Service Line Flat fee of \$5.00 per month per utility billing to be adjusted each year.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To adopt the Lead Service Line Flat Fee Resolution.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
Resolution No. _____

A resolution amending the general fee resolution of the City.

RECITALS

A review of the water rates has been undertaken by staff during the preparation of the FY2020-21 budget. Staff has determined that an additional fee to cover the cost of the State of Michigan mandated lead service line replacements is needed. The City Commission has agreed the additional fee is justified.

THEREFORE, LET IT BE RESLOVED BY THE CITY COMMISSION:

Effective July 1, 2020 a flat lead service line replacement fee of \$5.00 per month will be added to all utility bills.

This fee will be in effect till June 30, 2021.

This resolution adopted.

YEAS:

NAYS:

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC, City Clerk

STATE OF MICHIGAN COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board of Commissioners of the City of Muskegon, Michigan, held on the 23rd day of June, 2020 and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

By: _____
Ann Marie Meisch, MMC, City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: Sale – 569 Oak Avenue
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City staff is seeking authorization to sell the city-owned home at 569 Oak Avenue to Lamont Vines of 789 Oak Avenue	
Detailed Summary: The city accepted this property from the delinquent tax sale with the intention of renovating it. Over the past year, we have had difficulty getting to it, as our other projects have occupied so much of our time. Mr. Vines has inquired about purchasing this property numerous times. His intention is to renovate it. We have agreed to a \$1 sale price. Mr. Vines is going to purchase the property for \$1 and place \$1,500 on escrow with the City; once he completes replacement of the roof, we will refund/release his \$1,500 deposit. He will have 90 days to comply.	
Amount Requested: None at this time	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the City Manager to sell the property at 569 Oak as proposed.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: Sale – 395 Houston Ave
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City staff is seeking authorization to sell the city-owned home at 395 Houston to Meisha Brown.	
Detailed Summary: The city constructed this house as part of the phase two of our infill housing program. Our contract to construct the home was \$197,464. We also anticipated \$11,844 in sales commissions. The accepted purchase price is \$196,000. The City will also contribute \$5,800 toward closing-related costs. The total amount requiring brownfield gap financing will be approximately \$7,200-\$7,500. The 3.5% gap is significantly smaller than anticipated in the Brownfield Plan, and also significantly smaller than gap in the initial phase of the in-fill project (Midtown Square).	
Amount Requested: None at this time	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the City Manager to complete the sale of 395 Houston Ave, as described in the purchase agreement.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



ADDENDUM TO BUY AND SELL AGREEMENT

Addendum # 1



1 In reference to Buy and Sell Agreement between Sylonaca J. Evens the Buyer
2 and City of Muskegon the Seller, with a referenced contract
3 date of June 12, 2020, covering the real property located at 395 Houston, Muskegon, MI 49441

4
5 the undersigned Buyer and Seller further agree:

6 **Make and model of appliances**

7 **1. Refrigerator** Frigidare ffs2615TS

8 **2. Range** Frigidare ffgh3051VS

9 **3. Dishwasher** Frigidare ffd2413us

10 **4. Microwave** Frigidare ffm164sts

11 **5. The backsplash in the kitchen will be a 4" laminate**

12 **6. The Driveway will 16 feet x 30 feet long with gravel the rest of the way to the alley**

13 **7. The landscaping will consist of underground sprinkling and grass seed will be planted**

14 **8. The air conditioner will be a 13 seer Comfortmaker**

15
16
17
18
19
20
21
22
23 The above is acknowledged by the Buyer and Seller to be a definite part of the Buy and Sell Agreement. In the event there is a
24 conflict between the Buy and Sell Agreement and this Addendum to Buy and Sell Agreement, this Addendum to Buy and Sell
25 Agreement shall prevail.

26 Date: _____ Time: _____ ☐ A.M. ☐ P.M.

27 By: _____

28 REALTOR

Buyer **Sylonaca J. Evens**

29 For: _____

30 Selling Office

Buyer

31 Date: 6/19/2020 Time: 3:00 ☐ A.M. ☒ P.M.

32 By: [Signature]

33 REALTOR **Brent Cox**

[Signature]
Seller **City of Muskegon**

34 For: **Dream Home Realty**

35 Listing Office

Seller

Copyright August 1, 2006 by the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly prohibited.

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

Buyer 1 Address 1247 McLaughlin, Muskegon, MI 49442 X Sylonaca J. Evans dotloop verified 06/12/20 10:23 PM EDT Buyer

Buyer 1 Phone: (Res.) 231736-7110 (Bus.) _____
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.

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

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

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

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

34. **Listing Office Address:** _____ Listing Broker License # _____

Listing Agent Name: Brent Cox Listing Agent License # _____

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

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

Print name as you want it to appear on documents.

Is Seller a U.S. Citizen? ☒ Yes ☐ No*

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

Print name as you want it to appear on documents.

Is Seller a U.S. Citizen? ☐ Yes ☐ No*

Seller's Address: 395 Houston Avenue, Muskegon, MI 49441 Seller's Phone (Res.) _____ (Bus.) _____

* If Seller(s) is not a U.S. Citizen, there may be tax implications and Buyer and Seller are advised to seek professional advice.

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

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

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

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

X (Seller's Signature, Date, Time): [Signature] 6.13.2020

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

395 Houston Avenue, Muskegon, MI 49441

Subject Property Address/Description

06/12/2020

Date

Time



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: Legal Services
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Our contract for legal services will expire this month. Staff is seeking to enter into an extension with Parmenter Law.	
Detailed Summary: Parmenter has been our legal counsel for many years. Our service agreement will expire June 30, 2020. The City Manager asked that they provide us a proposal to continue as our legal counsel for an additional five-year period. The proposal is attached. Staff recommends approving an extension per the terms outlined in the proposal. Staff feels that the best value for our representation remains with John Schrier and his team at Parmenter Law.	
Amount Requested: None at this time	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Accept the proposal from Parmenter Law and authorize the City Manager to enter into an extension agreement per the terms outlined in the proposal.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



PARMENTER
LAW

Visit 601 Terrace Street, Muskegon, MI 49440

Mail PO Box 786, Muskegon, MI 49443-0786

Web www.parmenterlaw.com

June 5, 2020

Mayor and City Commission
c/o Frank Peterson
City Manager
City of Muskegon
933 Terrace Street
Muskegon, MI 49442

Re: Legal Services Proposal

Dear Mayor and Commissioners:

In response to a request for a multi-year proposal for legal services from Frank Peterson, we are pleased to make the following comments and proposal.

This Firm has had a long relationship with the City of Muskegon. It has been our pleasure to provide legal services to the City. We value that relationship and desire to continue working for the City for a number of years. In addition, given our history and institutional knowledge, we believe we bring added value.

In 2015, the City and Parmenter Law entered into a five year contract for legal services ending June 30, 2020. In our five year bid, we anticipated that legal services would be higher than normal in the early years and decrease in later years. We were wrong and we do not expect that the City's use of legal services will decline in future years.

It is our understanding that City revenues through March 30, 2020 were strong. Further, it is our understanding the City income tax revenues have declined since March of 2020 and that State Revenue Sharing and other State payments are likely to decrease from April 2020 for some time into the future. City staff is in a better position for financial forecasting than we are.

The County of Muskegon recently requested bids for legal services. The bid selected was for \$230 per hour for partners and \$190 for associates. The proposal is silent as to whether the Firm charges for paralegals.

For calendar year 2020, we are charging our municipal clients \$165 per hour for attorneys (partners or associates) and \$90 per hour for paralegals.

We record attorney and paralegal hours on City projects. Attached as Exhibit A is hours spent per month for the City from May 1, 2019 through May 28, 2020. From May 1, 2019 through May 28, 2020, we have averaged 135.0 hours by attorneys and 72.4 hours by paralegals. However, we believe the analysis for the thirteen months

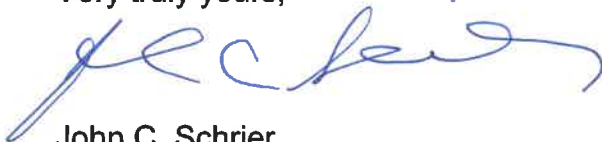
understates expected legal fees because both parties were dealing with Covid-19 issues in the last three months. More realistic, from May 1, 2019 through February 28, 2020, we have averaged 153.6 hours by attorneys and 76 hours by paralegals. While the City paid \$26,500 per month, at our normal municipal rate, the average monthly bill for the period May 1, 2019 through March 1, 2020 would have been \$32,184.00 (153.6 hours x \$165 per hour plus 76 hours x \$90 per hour). With the addition of March 1, 2020 through May 28, 2020, which were unusual months, the average monthly municipal bill would have been \$29,610 (139.2 hours x \$165 per hour plus 73.8 hours x \$90).

We recognize that the City is likely to have a reduction in revenue through December 31, 2020. Hopefully by July 1, 2021, the City's revenues will have rebounded. As such, we would like to discuss the following concepts:

- 1) \$29,000 per month for the months of July, 1, 2020 through December 31, 2020;
- 2) From January 1, 2021 through June 30, 2021 Firm will charge \$165 per hour for attorneys and \$90 per hour for paralegals. City will pay \$29,000 per month and a reconciliation will occur in July of 2021;
- 3) From July 1, 2021 through June 30, 2022 Firm will charge \$175 per hour for attorneys and \$90 per hour for paralegals. City will pay \$30,000 per month and a reconciliation will occur in July of 2022;
- 4) From July 1, 2022 through June 30, 2023 Firm will charge \$180 per hour for attorneys and \$90 per hour for paralegals. City will pay \$35,000 per month and a reconciliation will occur in July of 2023;
- 5) From July 1, 2023 through June 30, 2024 Firm will charge \$185 per hour for attorneys and \$95 per hour for paralegals. City will pay \$35,000 per month and a reconciliation will occur in July of 2024; and
- 6) From July 1, 2024 through June 30, 2025 Firm will charge \$190 per hour for attorneys and \$95 per hour for paralegals. City will pay \$35,000 per month and a reconciliation will occur in July of 2025.

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

Very truly yours,



John C. Schrier
Partner



Direct P: (231) 722-5401
Direct F: (231) 722-5501
Email: john@parmenterlaw.com

EXHIBIT A

City Retainer Hours

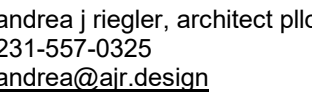
MONTH	ATTORNEY HOURS	STAFF HOURS
May, 2019	173.3	78.9
June, 2019	138.6	96.7
July, 2019	167.4	72.4
August, 2019	166.7	62.4
September, 2019	179.2	61.4
October, 2019	130.7	93.6
November, 2019	160.9	91.6
December, 2019	137.3	68.1
January, 2020	166.8	72.4
February, 2020	115.1	62.5
March, 2020	61.0	54.3
April, 2020	74.4	71.4
May, 2020	84.7	55.5

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: Second Floor Remodel
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: We have finalized our city hall construction budget at \$203,717.14 plus architectural and contingencies. Staff is seeking approval to hire Platinum Contracting Group to manage the project.	
Detailed Summary: Over the past 2 years, we have worked to reallocate space on the second floor of city hall. The plan has been finalized and the costs are included in the 2020-21 FY Budget. The goal of the reorganization is to allow for visitors to have easier and more convenient access to city departments. The recent developments with COVID-19 has impacted our design. We are seeking to use Platinum Contracting to manage the project – a number of local contractors will be completing the work (all work was competitively bid by Platinum on our behalf). Much of the planning was done during COVID-19, which did limit our ability to meet with contractors, but we are comfortable with the bids received. The goal of using a project manager vs a general contractor is to provide the most flexibility during construction. The building is older, and has many specialty design components (especially HVAC and electrical); we need to have the ability to change course if we find a more efficient/affordable way to complete the work. For example, moving to new cubicles instead of offices will likely save \$50,000 to \$60,000 in construction costs. Note that we are only completing work on the space that will house Planning, CNS, Economic Development, and the City Manager's Office. We are also exploring an additional project that would move the public side of the police department into the current CNS space to provide a more inviting space for the public to visit the police administration, community officer, etc.	
Amount Requested: \$229,588.00	Amount Budgeted: \$200,000
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize city staff to hire Platinum Contracting to complete the renovation of the second floor of city hall at a cost not to exceed \$229,588.70, inclusive of architectural fees and contingency.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐	
For City Clerk Use Only: Commission Action:	



2015 Michigan Rehabilitation Code
2015 Michigan Mechanical Code
2015 Michigan Plumbing Code
2017 National Electrical Code

Level 2 Alteration to approximately 4,097 s.f.
existing office space (Total existing floor area is
approximately 13,100 s.f.)

Occupant Load: 41

Number of Exits Required: 1
Number of Exits Provided: 2

City of Muskegon

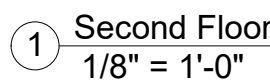
933 Terrace Ave

Project number	202004
----------------	--------

Date 06/05/20

Drawn by AJR

Scale $1/8" = 1'-0"$



Wall Type 1: UL Listed Wall Assembly U419
5/8" gyp. bd. (typ. UL ULIX or equivalent) on both sides of 3 5/8" metal studs (25 gauge) @ 16" o.c.. Fill wall cavity with 3
1/2" batt insulation (R-11) Build wall to structure above (10'-9" a.f.f.)

Wall Type 2: Moveable cubicle partitions - designed and installed by others. Partitions will provide privacy, but will allow for 2'-0" min space between top of partition and bottom of lay-in ceiling.

Room Schedule									
Rm #	Name	Area	Occupants	Floor Finish	Base Finish	Wall Finish	Ceiling Finish	Comments	Department
200	Reception	202 SF	2.02	CPT TILE	VINYL	PAINT	TILE		CNS
201	CNS	516 SF	3.3	CPT TILE	VINYL	PAINT	TILE		CNS
202	Cubicle	141 SF	1.3	CPT TILE	VINYL	PAINT	TILE		CNS
203	Cubicle	157 SF	1.5	CPT TILE	VINYL	PAINT	TILE		CNS
204	Cubicle	137 SF	1.4	CPT TILE	VINYL	PAINT	TILE		CNS
205	Cubicle	142 SF	1.3	CPT TILE	VINYL	PAINT	TILE		CNS
206	Office	166 SF	1.7	CPT TILE	VINYL	PAINT	TILE		CNS
207	Cubicle	97 SF	1	CPT TILE	VINYL	PAINT	TILE		CNS
208	Cubicle	96 SF	1	CPT TILE	VINYL	PAINT	TILE		CNS
209	Cubicle	106 SF	1.08	CPT TILE	VINYL	PAINT	TILE		CNS
210	Cubicle	133 SF	.7	CPT TILE	VINYL	PAINT	TILE		CNS
211	Cubicle	131 SF	1	CPT TILE	VINYL	PAINT	TILE		PLANNING
212	Office	143 SF	1.4	CPT TILE	VINYL	PAINT	TILE		PLANNING
213	Office	182 SF	1.4	CPT TILE	VINYL	PAINT	TILE		PLANNING
214	Planning	212 SF	2	CPT TILE	VINYL	PAINT	TILE		PLANNING
215	Large Conference	545 SF	5.4	CPT TILE	VINYL	PAINT	TILE		PLANNING
216	CM Reception/Open Office	520 SF	5.3	CPT TILE	VINYL	PAINT	TILE		CITY MANAGER
217	City Manager Office	356 SF	3.9	CPT TILE	VINYL	PAINT	TILE		CITY MANAGER



Owner Name	City Of Muskegon	Estimator	Anisko		
Building SF	4100	Checked by:			
Location	City Hall	Architect	TBD		
Description	Interior Renovation	Project duration	2.00	months	
QB Item	Spec Section Description	Qty	Unit	\$/Unit	Sub Contractor Total
1	Division 1 General Requirements				
01-180	Site Superintendent 100%	8	Week	\$1,575.00	Platinum \$ 12,600.00
01-180	Project Manager 30%	8	Week	\$679.67	Platinum \$ 5,437.38
01-250	Progress Clean-up (4 hrs. / wk.)	8	Week	\$200.00	Platinum \$ 1,600.00
01-260	Final Clean-Up -- 24 laborer hrs	3	days	\$1,000.00	Platinum \$ 3,000.00
01-280	Dumpsters--20 c.y..	8	ea	\$400.00	Platinum \$ 3,200.00
01-030	Safety Mtgs.--First Aid-Etc.	2	Month	\$150.00	Platinum \$ 300.00
01-010	Permits	1	LSUM	\$5,000.00	ALLOWANCE \$ 5,000.00
01-080	Temporary Gas	-	Month	\$500.00	By Owner \$ -
01-080	Temporary Electric	-	Month	\$500.00	By Owner \$ -
01-075	Temporary Enclosures	-	LSUM	\$750.00	By Owner \$ -
01-075	Temporary Protection / Wall	1	LSUM	\$2,500.00	Platinum \$ 2,500.00
2	Division 1 Total				\$ 33,637.38
2	Division 2 Site work / Demo				
	Demolition	1	Lsum	\$5,000.00	Budget \$ 5,000.00
3	Division 2 Total				\$ 5,000.00
3	Division 3 Concrete				
	Not Included				
4	Division 3 Total				\$ -
4	Division 4 Masonry				
	Not Included				
5	Division 4 Total				\$ -
5	Division 5 Metals				
	Division 5 Total				\$ -
6	Division 6 Woods and Plastics				
	Rough Lumber - Blocking	1	LSUM	\$750.00	Budget \$ 750.00
	Finish Material - Trim	1	LSUM	\$1,500.00	Budget \$ 1,500.00
	General Trades	1	LSUM	\$12,342.00	Budget \$ 12,342.00
7	Division 6 Total				\$ 14,592.00
7	Division 7 Thermal and Moisture Protection				
	Caulking	1	LSUM	\$450.00	Budget \$ 450.00
8	Division 7 Total				\$ 450.00
8	Division 8 Doors and Windows				
	HM Doors and Frame				



Division 8 Total		\$4.00		\$	
9	Division 9 Finishes				-
	Framing / Drywall / FRP	1 LSUM	\$49,230.00	Budget	\$ 49,230.00
	Flooring	3 SF	4100	Budget	\$ 10,250.00
	Painting	2 SF	4100	Budget	\$ 8,200.00
	Division 9 Total				\$ 67,680.00
10	Division 10 Specialties				
	Fire Extinguishers / Cabinets	2 ea	\$450.00	Budget	\$ 900.00
	Division 10 Total				\$ 900.00
11	Division 11 Equipment				
	Division 11 Total			By Owner	
12	Division 12 Furnishings				
	FFE - Excluded			By Owner	\$ -
	Division 12 Total				\$ -
13	Division 13 Special Construction				
	Division 13 Total				\$ -
14	Division 14 Conveying Systems				
	Division 14 Total				\$ -
15	Division 15 Mechanical				
	Plumbing:				\$ -
	HVAC:				\$ -
	Fire Protection: Not Included	1 LSUM	\$25,000.00	Budget	\$ 25,000.00
	Bath Accessories				\$ -
	Division 15 Total				\$ 25,000.00
16	Division 16 Electrical				
	Service / Distribution / Finishes	1 Lsum	\$35,000.00	Budget	\$ 35,000.00
	Low Voltage			BY OTHERS	
	Fire Alarm	1 LSUM	\$4,500.00	Budget	\$ 4,500.00
	Division 16 Total				\$ 39,500.00
	Project Direct Cost				\$ 186,759.38
	Insurance				\$ 1,867.59
	Sub total				\$ 188,626.98
	Overhead				\$ 5,658.81
	Profit				\$ 9,431.35
	Total Project Cost				\$ 203,717.14
	Cost/S.F..				\$ 49.69
					4100

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: Transmittal of 2020-21 Proposed Budget
Submitted By: Frank Peterson, City Manager	Department: City Manager
Brief Summary: At this time staff is transmitting to the City Commission the proposed budget for fiscal year 2020-21 which starts July 1, 2020. 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 8, 2020 work session. A public hearing on the budget was held at the regular Commission meeting on June 9, 2020. City ordinance requires that the budget be adopted by the Commission on or before the second Commission meeting in June. https://www.muskegon-mi.gov/cresources/Commission%20Approval%20Budget%202021%20(june4).pdf	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approval of the proposed budget for fiscal year 2020-21.	
For City Clerk Use Only: Commission Action:	

**CITY OF MUSKEGON
RESOLUTION OF APPROPRIATION
2020-21 BUDGET**

WHEREAS, the City Manager has submitted a proposed Budget for 2020-21 in accordance with City Ordinance and Michigan Public Act 621 of 1978 known as the "Uniform Budgeting and Accounting Act"; and,

WHEREAS, the 2020-21 proposed Budget has been reviewed by the City Commission following a public hearing for which due notice was given; NOW, THEREFORE, BE IT RESOLVED that the Budget for the City of Muskegon for the fiscal year beginning July 1, 2020 is hereby determined and adopted as follows:

GENERAL FUND

<u>FUND ACTIVITY NUMBER</u>	<u>FUND/ACTIVITY NAME</u>	<u>AMOUNT</u>
101-10101	City Commission	\$85,642.00
101-10102	City Promotions & Public Relations	\$58,000.00
101-10145	City Attorney	\$380,000.00
101-10172	City Manager	\$442,010.00
101-10875	Support to Outside Agencies	\$425,363.00
101-10891	Contingency and Bad Debt Expense	\$100,000.00
101-20215	City Clerk & Elections	\$622,802.00
101-20220	Employee Relations	\$224,437.00
101-30202	Finance Administration	\$640,541.00
101-30205	Income Tax Administration	\$400,220.00
101-30209	Assessing Services	\$349,000.00
101-30248	Information Systems Administration	\$530,926.00
101-30253	City Treasurer	\$625,823.00
101-30851	Insurance Premiums	\$360,000.00
101-30906	Debt Retirement	\$445,100.00
101-30999	Transfers to Other Funds	\$740,000.00
101-40301	Police	\$10,766,690.00
101-50336	Fire	\$3,285,760.00
101-50338	Central Fire Station	\$75,000.00
101-50387	Building Code Inspections and Enforcement	\$2,349,360.00
101-60265	City Hall Maintenance	\$295,402.00
101-60446	Community Event Support/Downtown BID	\$91,539.00
101-60448	Streetlighting	\$350,000.00
101-60523	Sanitation	\$2,267,799.00
101-60550	Stormwater Management	\$14,000.00
101-70276	Cemeteries Maintenance	\$498,897.00
101-70751	Parks Maintenance	\$1,832,600.00
101-70757	McGraft Park Maintenance	\$122,975.00
101-80400	Planning, Zoning and Economic Development	\$441,257.00

101-90000	Major Capital Improvements	<u>\$50,000.00</u>
	Grand Total General Fund Appropriations	\$28,871,143.00

OTHER BUDGETED FUNDS

<u>FUND ACTIVITY NUMBER</u>	<u>FUND/ACTIVITY NAME</u>	<u>AMOUNT</u>
202,204	Major Streets and State Trunklines	4,698,046
203	Local Streets	1,654,958
264	Criminal Forfeitures	0

BE IT FURTHER RESOLVED that the revenues and other financing sources (including use of prior year balances) for Fiscal Year 2020-21 are estimated as follows:

GENERAL FUND

<u>FUND/ACTIVITY NAME</u>	<u>AMOUNT</u>
Taxes	\$ 15,477,115
Licenses and Permits	2,629,500
Federal Grants	40,000
State Grants	776,000
State Shared Revenue	4,130,818
Charges for Sales & Services	4,027,455
Interest & Operating Transfers	428,500
Fines & Fees	643,647
Other Revenue	<u>325,000</u>
 Total General Fund Revenue	
Appropriations	<u>\$28,477,855</u>

OTHER BUDGETED FUNDS

<u>FUND ACTIVITY NUMBER</u>	<u>FUND/ACTIVITY NAME</u>	<u>AMOUNT</u>
202,204	Major Streets and State Trunklines	5,587,410
203	Local Streets	1,639,500
264	Criminal Forfeitures	1,400

BE IT FURTHER RESOLVED that the operating expense projections for the following non-budget funds are hereby approved:

<u>FUND ACTIVITY NUMBER</u>	<u>FUND/ACTIVITY NAME</u>	<u>AMOUNT</u>
305	TIFA Debt Service	\$50,000
394	Downtown Development Authority Debt	599,373
290	Local Finance Development Authority Debt	445,100
295	Brownfield Redevelopment Authority (Betten)	30,813
296	Brownfield Redevelopment Authority (Former Mall)	175,000
298	Brownfield Redevelopment Authority (Terrace Point)	225,000
252	Farmers Market & Kitchen 242	201,703
254	L C Walker Arena	1,561,843
404	Public Improvement Fund	2,427,324
482	State Grants Fund	0
590	Sewer	17,632,272
591	Water	15,738,202
594	Marina/Launch Ramp	342,258
661	Equipment	3,185,294
642	Public Service Building	1,101,205
643	Engineering Services Fund	491,866
677	General Insurance Fund	4,877,448

BE IT FURTHER RESOLVED, that there is hereby appropriated for said fiscal year the several amounts set forth above which, pursuant to the "Uniform Budget and Accounting Act", define the City of Muskegon's appropriation centers, and

BE IT FURTHER RESOLVED, that the City Manager is hereby empowered to transfer appropriations within appropriation centers, and

BE IT FURTHER RESOLVED, that there is hereby levied a general tax as herein fixed on each dollar of taxable valuation for the purposes herein outlined, said levy to be applied on all taxable real and personal property in the City of Muskegon as set forth in the assessment roll dated May 2020:

<u>PURPOSE</u>	<u>MILLAGE (MILLS)</u>
General Operating	9.9920
Sanitation Service	2.9976
Promotion	<u>.0824</u>
Total	13.0720

At a meeting of the City Commission of the City of Muskegon, on the Twenty-third Day of June 2020, the foregoing resolution was moved for adoption by Commissioner _____. Commissioner _____ supported the motion.

Resolution declared adopted.

Mayor

City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2020	Title: Rental Housing Pilot Program
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is proposing a Pilot program to incentivize privately-funded residential rental development in our core neighborhoods. The Pilot program seeks to leverage upfront capital from residential developers in exchange for semi-affordable rents, property tax flexibility and shared risk in the rental market.	
Detailed Summary: We are proposing the framework of a Pilot program that we would use to initially partner with West Urban Homes to construct 50 units on vacant city lots. The program is expected to be applicable to many different builders/developers and many different housing types and densities. As the City tries to reverse 40+ years of neighborhood disinvestment, it is important that we acknowledge the areas that make us less-attractive for development than urban areas. Some of those items are more in our control than others. This program focuses strictly on developer return on investment – with the goal of the city acting as a partner to help ensure that a major investment in rental housing neither fails to cashflow nor causes unreasonable increases in local rents. Many times, affordability and profitability contradict one another – this Pilot Program is designed to help attain both.	
Amount Requested: \$	Amount Budgeted: \$
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To accept the Letter of Intent from West Urban Homes and authorize the City Manager and City Attorney to finalize the draft Development Agreement for formal approval at the July 14 City Commission meeting.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



West Urban Properties, LLC
3265 Walker Ave.
Grand Rapids, MI. 49544

Letter of Intent for Proposed Development

Muskegon City's Scattered Site Brownfield Project
Project Name: Muskegon West Urban Development
Applicant/Project Owner: West Urban Properties, LLC

June 18, 2020

City of Muskegon
Department of Planning & Economic Development
933 Terrace St.
Muskegon, MI. 49440

It is our pleasure to submit this letter of intent to participate in the City's Pilot Program focused on incentivizing the infilling of vacant lots with a combination of market-rate and semi-affordable rental units. Muskegon is currently experiencing a shortage in quality rental housing – both for affordable units and market-rate units. We recognize that residential development in the core neighborhoods is beneficial to the City. We need to provide reasonably-attainable, high-quality housing for the residents/employees needed to continue this strong economic growth in Muskegon.

Project Summary

The Project will include 100 new rental housing units, with the goal of growing the number to fill the 600+ vacant lots spread throughout the city's core neighborhoods. We would include one- and two-story dwellings serving the residents and possibly some "live-work" small business tenants. We expect this to be the first phase of a multi-phased approach, and will comprise units designed to fit within the building boundaries on the various vacant lots and designed to fit into the character of the neighborhoods. The infill dwellings will include between 900 and 2,000 square feet, and include the following types:

- Single-Family housing
- Single-Family subdivision
- Multi-Family housing
- Multi-Family subdivision
- Scattered-site housing
- Live/Work housing

Project Benefits

The construction of new single-family and multi-family rental housing can substantially enhance the lives of medium and low-income families and accommodate renters earning 120% or less of the Muskegon County Area Median Income (AMI) within the community by offering them an increased number and variety of affordable NEW housing options. This partnership to construct new single-family and multi-family rental housing, will help fill a void that the private sector has not been able to fill for the past 30-40 years in Muskegon. The construction of new rental housing can also expand the City's development program as follows:

1. Increase real estate taxes (based 2019 rate & Development Agreement) on vacant lots maintained by the City by approximately \$4,650 per unit.
2. Provide additional employment and sales opportunities for Muskegon by approximately \$15,000,000 for construction material sales and subcontractor labor.
3. Provide additional long-term employment opportunities as Property Management and Property Services for the life of each dwelling.
4. Reduce cost for the City's annual property maintenance on the vacant lots.
5. Reduce cost for the City's annual liability insurance on the vacant lots.
6. Provide between 90,000 – 200,000 sq. ft. new housing alternative to Muskegon.
7. Provide opportunities to grow the city's population in anticipation of future census counts.
8. Provide opportunities for a live-work relationship with the surrounding area.
9. Give current residents an opportunity to move from marginal/substandard rentals to newer and more energy-efficient rentals within their neighborhood.
10. Provide the community with new residents who will work and shop in the area.

The Project will give positive energy to the City's core neighborhoods and provide additional housing diversity that complements the make-up of the neighborhood.

Project Specifics

The Project anticipates attracting a mix of residents including urban families, professionals, young-professionals, empty-nesters and active seniors. The units will include high-quality construction. Every building site will need a unique design to accommodate the lot size and the characteristics of the neighborhood.

Unit Mix:

- Two/Three Bedrooms / 1-3 Baths
- Some with Attached Garages, Some without
- Some with Detached Garages, Some without
- Some with raised porches, Some without
- Some with Patios/Decks, Some without
- Many will meet the visit-able standard, while others will meet liv-able standard.

In closing, we look forward to working with the City of Muskegon on the next phase of "WATCH US GO"!

Sincerely,

Dave D. Dusendang

PILOT DEVELOPMENT AGREEMENT

THIS PILOT DEVELOPMENT AGREEMENT (the “**Agreement**”) is made on the ____ day of _____, 2020, by and between the CITY OF MUSKEGON, a Michigan municipal corporation, whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the “**City**”) and West Urban Properties, LLC, a Michigan limited liability company, whose address is 3265 Walker Avenue, Suite D, Grand Rapids, Michigan, 49544 (the “**Developer**”).

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended, (“**Act 381**”), the Muskegon Brownfield Authority adopted a brownfield plan on _____ (the “**Brownfield Plan**”) to add numerous vacant properties, including _____ (this is where we’ll add all applicable property addresses), Muskegon, Michigan (the “**Property**”).

B. The Property is included in the City’s Scattered Site Brownfield Project, as amended by the Muskegon Brownfield Redevelopment Authority on _____.

C. The City is interested in creating an incentive for developers to create new semi-affordable residential homes, and intends for this Agreement to be a limited-scope Pilot Agreement that would be refined, proven, and included in the City’s Tax Incentive Program for all future rental home developers to access.

D. The Developer intends to redevelop the Property into a 100-unit scattered site residential rental neighborhood where no less than 40% of the units are allocated to tenants with income levels between 80% and 120% of the Area Median Income, as defined by the Michigan State Housing Development Authority (the “**Project**”).

NOW, THEREFORE, the parties agree as follows:

1. Project Completion.

a. Developer agrees to purchase the Property in ____ separate parcels.

i. The Developer will be responsible for all survey work associated with lot line adjustments.

ii. All inspection and permit fees, including water and sewer connection fees, shall be the responsibility of the City with the exception of Building Permit fees, which shall be the responsibility of the Developer.

b. Operating Incentive. In exchange for the Developer's commitment to allocate 40 semi-affordable units, the City agrees to provide an operating incentive to ensure such affordability, as follows:

i. Upon completion of the Project, the City's Assessor shall set a State Equalized Value (SEV) for the Properties. If the collective SEV is greater than \$3,750,000, the Developer shall have the option to contest the value at the March Board of Review. If the Board of Review fails to agree with the Developer's assertion of an SEV no greater than \$3,750,000, the Developer shall have the option to contest the value to the Michigan Tax Tribunal. The City shall accept any settlement offer equal to or greater than \$3,750,000.

ii. In the event that the average rent falls below \$1,300 per unit per month, the City agrees to work with the developer to follow the process described above to reduce the SEV by 20 percentage points for every \$50 reduction in the average per unit monthly rent. For example, if the average rent is \$1,200 per unit per month, the city shall work to reduce the SEV by 25% to \$1,500,000.

iii. In the event the average rent rises above \$1,300 per unit per month, the City agrees to work with the developer to follow the process described above to increase the SEV by 20 percentage points for every \$50 increase in the average per unit monthly rent. For example, if the average rent is \$1,400 per unit per month, the city shall work to increase the SEV by 40% to \$5,250,000.

2. Rental Rates.

The Developer shall cap the monthly rental rate of the income-restricted units to meet the RENT LIMITS established annually by the Michigan State Housing Development Authority for a Muskegon County family earning 120% AMI and renting a 3-bedroom home.

3. Shared Rental Benefit.

As an incentive to assist moderate income renters, the Developer may from time to time rent units at a rental rate below \$1,050 per month. In the event the developer rents a unit to an income-qualified resident for less than \$1,050 per month, the city will reimburse the Developer 50% of the difference between the actual rental rate and \$1,050 per month. As an incentive to attract market rate renters, the Developer may from time to time rent units at a rental rate above \$1,525 per month. In the event the developer rents a unit to a tenant for more than \$1,525 per month, the Developer will remit to the city 50% of the difference between the actual rental rate and \$1,525 per month.

4. Vacancy Assistance.

During the first 30 days after completion, the Developer shall be responsible for any vacancy losses. After the 30-day holding period, and during the first 12 months of the completion of the project, any units remaining vacant or unrented, the City will reimburse the Developer

\$1,050 per month until the unit is rented or sold. Any unit that remains vacant for more than three months must be listed on the MLS at a price not more than 110% of cost to construct. Failure to list the property for sale at not more than 110% of the cost to construct shall render the City's obligation to provide vacancy assistance invalid.

5. Term of Agreement.

The Developer's obligations under this Agreement shall terminate on January 1, 2041 or upon a sale of the Property that results in an uncapping of the Property's Taxable Value (the "Term").

6. Notices.

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Any party may change the address by written notice sent by registered or certified mail to the other party.

7. Assignment.

Developer shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created entity, provided, however, that no assignment shall operate as a release of the Developer. Except as otherwise set forth above, neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

8. Arbitration.

Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, shall, on the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules,

then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statute of limitations. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of his or her own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

9. Entire Agreement.

This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

10. Non-Waiver.

No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided herein.

11. Headings.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

12. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

13. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. Binding Effect.

The provisions of this Agreement shall be binding upon and inure to the benefit of all the parties and their respective heirs, legal representatives, successors and assigns.

The parties have executed this Agreement on the date set forth above.

CITY OF MUSKEGON

By: _____

Its: _____

WEST URBAN PROPERTIES, LLC

By: _____

Its: _____

EXHIBIT A
TO DEVELOPMENT AGREEMENT

EXHIBIT B
TO DEVELOPMENT AGREEMENT

PARCEL PURCHASE AGREEMENT

This PARCEL PURCHASE AGREEMENT (this "Agreement") is made on the ____ day of _____, 2020, by and between WEST URBAN PROPERTIES, LLC, a Michigan limited liability company of 3265 Walker Avenue, Suite D, Grand Rapids, Michigan, 49544 ("Purchaser") and THE CITY OF MUSKEGON, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("Seller") as follows:

BACKGROUND

Purchaser and Seller entered into a Development Agreement which contemplates that Purchaser will purchase ____ separate parcels of land. The parcels are both located in the City of Muskegon, Muskegon County, Michigan, and are depicted on the attached Exhibit A.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Phase Parcels. Seller agrees to sell and Purchaser agrees to Purchase the parcels, as depicted on the attached Exhibit A. The precise description of each project and any individual building sites within each property will be agreed to by the parties prior to closing, as contemplated by the Development Agreement.

2. Purchase Price. The Purchase Price shall be one dollar (\$1.00) for each parcel.

The Purchase Price shall be delivered at Closing in immediately available funds subject to the terms and conditions stated in this Agreement. The Purchaser's obligations under this Agreement are not contingent upon financing.

3. Investigation Period; Right to Terminate. The "Investigation Period" shall expire ninety (90) days following the date this Parcel Purchase Agreement has been executed by both parties (the "Effective date"). During the Investigation Period, Purchaser shall have the right to have the Parcel inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetland and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; entitlement; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Seller hereby grants Purchaser and Purchaser's agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Parcel for purposes of having such investigations performed and the right to discuss the Parcel and the conditions related thereto with governmental authorities. During the Investigation Period, and any extensions thereof,

Purchaser has sole discretion to terminate this Agreement. All investigations, testing, and inspections by Purchaser shall be at Purchaser's sole cost and expense. Any permits or permitting requested or required by Purchaser shall be at Purchaser's sole cost and expense, and at Purchaser's sole risk. Purchaser may extend the Investigation Period for up to an additional ninety (90) days if Purchaser in good faith decides to do so based on information learned during the Investigation Period.

4. Payment of Property Taxes. Purchaser shall have no obligation to pay any amount for Property taxes that may have been assessed through the date of closing.

5. Closing Deadline; Schedule. The parties agree to schedule closings at the earliest possible time following the latter end of the Investigation Period, or any extension thereof.

6. Seller's Closing Deliveries. At the Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:

A. A Quit Claim Deed conveying to Purchaser Seller's interest to the Parcel, executed and acknowledged by Seller in recordable form;

B. Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.

7. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to Seller: a) approved building plans and permits for the Parcel; b) the Purchase Price; and c) such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

8. Special Assessments. Seller agrees to disclose to Purchaser, in writing, information regarding any outstanding special assessments on the Parcel, within ten (10) days of execution of this Agreement.

9. Title. It is Purchaser's obligation to order a commitment for an owner's policy of title insurance from Devon Title Agency (the "Title Policy") within ten (10) days of the date of this Agreement. If Purchaser has any objections to matters disclosed in the title commitment, Purchaser has the right to terminate this Agreement without further obligation.

10. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, which representations and warranties shall survive Closing, but without additional investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Parcel in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Parcel and has not entered into any contract to sell the Parcel as of the date of the Agreement. The individuals signing this Agreement

and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Except as disclosed in the writing to Purchaser by Seller, Seller has not received any notice of, and has no knowledge within the past ten (10) years, of existing violations on the Parcel or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. At the Closing, there will be no parties in possession of the Parcels or entitled to possession thereof other than Seller. There will be no leases, agreements, options or other instruments or agreements in effect with respect to the Parcel.

D. There are no existing or pending condemnations or sales in lieu thereof with respect to the Parcel, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

E. There are no delinquent assessments. Except for any ordinary accruals of dues, no future assessments against the Parcel has been announced.

F. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Parcel, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Parcel, either before or after Closing.

G. Seller has not received any notice of assessment or proposed assessment in connection with the Parcel.

H. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

I. Except as set forth in documents provided by Seller to Purchaser, the Parcels and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

J. With the exception of the documents available in the public domain and the documents provided by Seller to the Purchaser, there are no reports, studies, appraisals, engineering reports, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports related to the Parcel of which Seller is aware within the last ten (10) years, or that are in Seller's possession or control.

11. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

12. Indemnification. Seller agrees to indemnify and hold Purchaser and its managers, members, and successors and assigns and their members, managers and representatives (the "Purchaser Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing prior to the Closing and which are in any way related to the ownership, maintenance, or operation of the Parcel; and/or (ii) arising from or related to the inaccuracy or breach of any of Seller's representations and warranties. Purchaser agrees to indemnify and hold Seller and its managers, members, and successors and assigns and their members, managers and representatives (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing after the Closing and which are in any way related to Purchaser's ownership, maintenance, or operation of the Parcel; and/or (ii) arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this Section shall survive the Closing.

13. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Parcel, Seller may, as its sole and exclusive remedy, terminate this Agreement by giving an appropriate Notice of Default as provided below.

B. Seller's Default; Purchaser's Remedies. If the Seller fails to close on the purchase of the Parcel, Purchaser may, as its sole and exclusive remedy, terminate this Agreement by giving an appropriate Notice of Default as provided below.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 15 days to cure the alleged default.

14. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

15. Sale and Assignment of Agreement. Purchaser shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created entity, provided however, that no assignment shall operate as a release of the Purchaser. Except as otherwise set forth above, neither party may assign its rights or delegate its obligations

under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

16. Confidentiality. The parties hereto agree to keep the terms and provisions of this Agreement strictly confidential with the exception of disclosures to their respective attorneys, financial consultants, lenders, investors and other persons or entities necessary for consummation of this Agreement and for Purchaser's purposes as provided above.

17. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the State of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Parcel and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent via e-mail and also to the respective addresses set forth below:

To Seller: THE CITY OF MUSKEGON
Attn: City Manager
933 Terrace St.
Muskegon, MI 49440

To Purchaser: WEST URBAN PROPERTIES
Attn: Dave Dusendang
3265 Walker Avenue, Suite D,
Grand Rapids, Michigan, 49544

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

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

SELLER:

THE CITY OF MUSKEGON

By: _____

Its:

PURCHASER:

WEST URBAN PROPERTIES

By: _____

Dave Dusendang

Its:

EXHIBIT A
TO PURCHASE AGREEMENT