

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 22, 2021 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **ROLL CALL:**
- ☐ **HONORS/AWARDS/PRESENTATIONS:**
- ☐ **PUBLIC COMMENT ON AN AGENDA ITEM:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Irish Flag at Hackley Park** City Clerk
 - C. Community Relations Committee Recommendations** City Clerk
 - D. Sale – 243 Monroe Avenue** Planning
 - E. MDOT Agreement for Musketawa Trail Connector** Public Works
 - F. City of Muskegon/Muskegon Public Schools Cost Sharing Agreement**
Public Works
 - G. Traffic Control Order – Isabella & Oak Grove** Traffic/Engineering
 - H. Traffic Control Order – 2-Hour Parking** Traffic/Engineering
 - I. Michigan & Franklin Change Order #002** Public Works
 - J. Peck Street Change Order #002** Public Works
 - K. Equipment Purchase – Hoist** DPW/Equipment
 - L. Fire Barn Museum Exhibit** Public Safety
 - M. Request for Approvals – AgeWell Services** CNS
 - N. Assessing Contract – Muskegon County** City Manager
 - O. 4th Quarter Budget Reforecast** Finance
 - P. 1747 7th Street Rezoning** Planning

- **PUBLIC HEARINGS:**
 - A. Drinking Water Project Plan Public Works
 - B. Harbor 31 Viridian Shores Housing Development Neighborhood Enterprise Zone Hearing on Resolution Economic Development
- **UNFINISHED BUSINESS:**
- **NEW BUSINESS:**
 - A. Alley Vacation – Holbrook/Huizenga Planning
 - B. Amendment to Harbour Towne PUD Planning
 - C. YEP Partnership Public Works
 - D. Special Event Fee Waiver – Rebel Road Public Works
 - E. Special Event Fee Waiver – Health West Public Works
 - F. Muskegon Social Equity Program Grants Planning
- **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.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 8, 2021	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the June 7, 2021 Worksession and the June 8, 2021 Regular 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 7, 2021
5:30 p.m.
REMOTE MEETING

MINUTES

2021-54

Present: Mayor Gawron (Muskegon, MI), Vice Mayor Hood (Muskegon, MI), Commissioners Rinsema-Sybenga (Muskegon, MI), Emory (Muskegon, MI), Johnson (Muskegon, MI), Ramsey (Muskegon, MI), and German (Muskegon, MI)

Access for All – CNS Department

A new program for the City of Muskegon called “Access for All,” a training program that places people who successfully complete the program into apprenticeships with the trades. We have a potential opportunity to bring this program to Muskegon, but I would require funding from multiple sources to make it viable for now and for the long term. Potential success for All who are interested in having Access to trade positions to be a strong catalyst for job creation for youths in our Muskegon Country.

Currently, this program is showing success on the east side of the state through a variety of funding resources: Ford Foundation, Kresge Foundation and Untied Way of Southeast Michigan.

This could be an annual allocation but the first class will begin in the fall of 2022 but the selection of attendees will take place this fall/winter. Classes consist of 25 verified high school students or youth 18-22 years of age seeking opportunity for higher education in several building Trades: Excavation, Electrical, Plumbing, Mechanical, and Building.

Discussion took place regarding Access for All with information being presented by Oneata Bailey, Community and Neighborhood Services Director. The Commission looks forward to seeing progress with this initiative.

Transmittal of 2021-2022 Proposed Budget

[Recommended-FY2021-22-Budget-Mtg-5-25-21.pdf \(muskegon-mi.gov\)](#)

At this time staff is transmitting to the City Commission the proposed budget for fiscal year 2021-22 which starts July 1, 2021. An electronic version of the budget has been

distributed to Commissioners. Additionally, the budget is available for inspection on the City's website and at the City Clerk's office.

An overview of the proposed budget was reviewed at the May 25, 2021 regular Commission meeting and Commissioners were encouraged to send their questions to the finance department in the weeks between then and now. The June 7, 2021 work session is an opportunity for further discussion and inquiry. A public hearing on the budget will be held at the regular Commission meeting on June 8, 2021. City ordinance requires that the budget be adopted by the Commission on or before the second Commission meeting in June.

Discussion took place, there will be a public hearing on the budget at the June 8, 2021 regular meeting. The Commission may adopt the budget at the next meeting (June 8, 2021) or at the June 22, 2021 meeting. The budget must be adopted on or before June 25, 2021 according to state law.

GARE Presentation – LeighAnn Mikesell

Staff will present information on the Government Alliance on Race and Equity and our participation in the Ottawa County learning Community of Practice.

The Government Alliance on Race and Equity is a national network of government working to achieve racial equity and advance opportunities for all. We know that racial inequities exist across all indicators for success, and government played a central role in the creation and maintenance of racial inequity. GARE was developed to help governments be intentional, to strategically intervene with the goal of transforming our society.

Ottawa County has invited us to participate in a learning community of practice where we commit to achieving racial equity through the power of our institution and work in partnership with other communities.

No public comments were received.

The City Commission Worksession meeting adjourned at 7:12 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 8, 2021 @ 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 8, 2021.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron (Muskegon, MI), Vice Mayor Eric Hood (Muskegon, MI), Commissioners Ken Johnson – arrived at 5:33 p.m. (Muskegon, MI), Dan Rinsema-Sybenga (Muskegon, MI), Willie German, Jr. (Muskegon, MI), Teresa Emory (Muskegon, MI), and Michael Ramsey (Muskegon, MI), City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

PUBLIC COMMENT ON AN AGENDA ITEM: No public comments were received.

2021-55 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the May 25, 2021 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Lakeshore Art Festival Grant City Clerk

SUMMARY OF REQUEST: The City of Muskegon is in the process of pursuant a grant from the Michigan Council for Art and Cultural Affairs (MCACA) in the amount of \$25,000 to support the **2022** Lakeshore Art Festival. Grant funds will support artists' fees (performers and artists), art supplies for the interactive art activities, and marketing efforts to attract a diverse audience. Per the grant requirements, the funds will be matched 1:1 from the Festival budget through sponsorship dollars.

STAFF RECOMMENDATION: To approve the submission of the grant

application to MCACA.

D. 9th Street – Engineering Services Agreement Amendment #001

Public Works

SUMMARY OF REQUEST: Staff is seeking approval of Amendment #001 to the Engineering Services Agreement with Fleis & VandenBrink related to the engineering services provided on the 9th Street sewer upgrade project.

Staff is requesting approval of an amendment to the Engineering Services Agreement with Fleis & VandenBrink in the amount of \$39,736.50. This request is due to a number of changed conditions and additional work that staff requested of F & V above and beyond the original scope of work. The original ESA was signed in 2018 in the amount of \$203,520.

The amendment covers additional work required by staff and various other agencies to obtain additional survey and permits that were not fully anticipated within the original project proposal. Additionally, several items of work became more complex between the original estimate and the final construction resulting in additional construction inspection time required to complete the oversight.

The project as a whole was originally budgeted for \$2,217,530 which included a construction contract value of \$1,878,869.50 plus engineering and other expenses as well as a 6% (\$125,520.57) contingency. The project construction contract finished at \$1,913,824.24, leaving a remaining contingency of \$90,565.83. With the proposed adjustment to the ESA the project is still below the overall target budget.

Staff is recommending approval of the Engineering Services Agreement Amendment.

AMOUNT REQUESTED: \$39,736.50

AMOUNT BUDGETED: \$90,565.83 = Remaining Contingency

FUND OR ACCOUNT: 590-91852

STAFF RECOMMENDATION: Authorize staff to approve Amendment #001 in the amount of \$39,736.50 to the Engineering Services Agreement with Fleis & VandenBrink.

G. Musketawa Trail Streetlight Locations

Public Works

SUMMARY OF REQUEST: Staff is seeking authorization to relocate seven (7) streetlights within the Port City Industrial Park to facilitate construction of the Musketawa Trail Connector Project.

Final design and alignment of the Musketawa Trail Connector project required relocation of several streetlights along Black Creek Drive, Latimer Drive and Port City Boulevard within the Industrial Park. The work is done by Consumers Energy through contract, however the cost of the relocations is the city's responsibility.

Funding for this request is included in the proposed budget for project number 202-99118-5346 within the 21/22 fiscal year.

AMOUNT REQUESTED: \$35,048.00 AMOUNT BUDGETED: \$650,000

FUND OR ACCOUNT: 202-99118

STAFF RECOMMENDATION: Authorize staff to contract with Consumers Energy in the amount of \$35,048 for the relocation of the streetlights along Black Creek Drive, Latimer Drive and Port City Boulevard as necessary for the construction of the Musketawa Trail Connector.

Motion by Commissioner Johnson, second by Commissioner Ramsey, to approve the consent agenda as presented, minus item C, E, and F.

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

Nays: None

MOTION PASSES

2021-56 REMOVED FROM CONSENT AGENDA:

C. Lakeside Social District Permit Recommendation Economic Development

SUMMARY OF REQUEST: The City Commission must recommend approval of the Michigan Liquor Control Commission permits of participating licensed establishments in the Muskegon Lakeside Social District.

With the establishment of the Muskegon Lakeside Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. The resolution is for Wonderland Distilling Co., 1989 Lakeshore Drive Suite B and Lakeside Food and Spirits, Inc, dba Marine Tap Room, 1983 Lakeshore Drive. Both are seeking a Social District permit from the state and seeking City Commission recommended approval. The lakeside Social District plan contains up to five potential participating licensees within the district. Other licensed establishments may file a Social District permit application in the future.

STAFF RECOMMENDATION: To approve the resolution recommending Michigan Liquor Control Commission approval of Social District permits in the Muskegon Lakeside Social District and to direct the City Clerk to certify the City Commission action with MLCC.

Motion by Commissioner Emory, second by Commissioner Johnson, to approve the resolution recommending Michigan Liquor Control Commission approval of Social District permits in the Muskegon Lakeside Social District and to direct the City Clerk to certify the City Commission action with MLCC.

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

and German

Nays: None

MOTION PASSES

E. McCrea Field Basketball Court

Public Works

SUMMARY OF REQUEST: Staff is seeking authorization to award a contract in the amount of \$43,265.00 to Ryerson Brothers Excavating for removal and replacement of the existing basketball court at McCrea Field.

Staff solicited bids for replacement of the McCrea Field basketball court via an RFP process. The low bidder was Ryerson Brothers Excavating. Staff is further recommending that we accept the alternate bid presented for the colored concrete court.

The proposed court will be constructed of concrete, similar to the courts at Seyferth Park, the alternate bidding process will utilize several different colorations of concrete to contract the out-of-bounds, three point, and foul line areas which will require less maintenance to maintain as opposed to paint in the long run.

AMOUNT REQUESTED: \$43,265.00 AMOUNT BUDGETED: \$50,000

FUND OR ACCOUNT: 101-70751 (With CDBG Reimbursement)

STAFF RECOMMENDATION: Authorize staff to contract with Ryerson Brothers Excavating in the amount of \$43,265.00 for the construction of a new basketball court at McCrea Field.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to authorize staff to contract with Ryerson Brothers Excavating in the amount of \$43,265.00 for the construction of a new basketball court at McCrea Field.

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

Nays: None

MOTION PASSES

F. Filtration Plant Communications Tower

Public Works – Filtration

SUMMARY OF REQUEST: Authorize staff to award the contract for procurement of the communications tower at the Water Filtration Plant.

The City Commission approved the purchase of the Water Filtration Plant Communication Tower at its meeting on February 9, 2021. The original quote for tower materials was \$84,618.00, and staff requested a total of \$93,079.80 (an additional 10%) to account for any fluctuations in material pricing and shipping.

The project manager (Maralat Communications) recommended to not purchase the tower until all regulatory requirements were completed.

Unfortunately, this process took longer than anticipated. The process is now complete, and staff is ready to purchase the tower.

Staff received an updated quote from Valmont Industries for \$94,050.00. Since this is \$970.20 more than approved in February, staff is requesting the approval of the purchase of the communications tower for the updated amount.

AMOUNT REQUESTED: \$94,050.00 AMOUNT BUDGETED: \$300,000

FUND OR ACCOUNT: 591-92034-5346

STAFF RECOMMENDATION: Authorize staff to approve the contract with Valmont Industries for the procurement of the communications tower in the amount of \$94,050.00

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to authorize staff to approve the contract with Valmont Industries for the procurement of the communications tower in the amount of \$94,050.00

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

Nays: None

MOTION PASSES

2021-57 PUBLIC HEARINGS:

A. Transmittal of 2021-2022 Proposed Budget Finance

SUMMARY OF REQUEST: At this time, staff is transmitting to the City Commission the proposed budget for fiscal year 2021-22 which starts July 1, 2021. 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.

An overview of the proposed budget was reviewed at the May 25, 2021 regular Commission meeting and Commissioners were encouraged to send their questions to the finance department in the weeks between then and now. The June 7, 2021 work session presented an opportunity for further discussion and inquiry. A public hearing on the budget is being held at the regular Commission meeting on June 8, 2021. 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 2021-22.

[Recommended-FY2021-22-Budget-Mtg-5-25-21.pdf \(muskegon-mi.gov\)](#)

PUBLIC HEARING COMMENCED: No public comments were received.

Motion by Vice Mayor Hood, second by Commissioner Ramsey, to close the public hearing and approve the proposed budget for fiscal year 2021-22.

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

Nays: None

MOTION PASSES

2021-58 NEW BUSINESS:

A. Mercy Health Arena Roof Lease Public Works

SUMMARY OF REQUEST: Staff is seeking authorization to enter into a lease agreement with New Energy Equity to install a solar array on the roof of the Mercy health Arena.

This topic was previously discussed at the July 2020 work session meeting, and again at a meeting in April 27th to recommend a property tax exemption for the site.

Staff has worked with Charthouse Energy and New Energy Equity, along with separate expert legal counsel from Miller, Canfield, Paddock and Stone to prepare the necessary documents to facilitate the installation and operation of a solar array on the roof of the Mercy Health Arena. This installation as designed should recognize substantial energy savings over the life of the system.

This document allows for the lease of the roof space to New Energy Equity and have been reviewed and accepted by city retained legal counsel to be in the best interest of the city.

STAFF RECOMMENDATION: Approve the Rooftop System Site Lease Agreement and authorize the City Manager to sign the agreement contingent upon approval of the personal property tax exemption by the state tax commission.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to approve the Rooftop System Site Lease Agreement and authorize the City Manager to sign the agreement contingent upon approval of the personal property tax exemption by the state tax commission.

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

Nays: None

MOTION PASSES

B. Mercy Health Arena Power Purchase Agreement Public Works

SUMMARY OF REQUEST: Staff is seeking authorization to enter into a Power Purchase Agreement with New Energy Equity to install a solar array on the roof of the Mercy Health Arena.

This topic was previously discussed at the July 2020 work session meeting, and

again at a meeting on April 27, 2021 to recommend a property tax exemption for the site.

Staff has worked with Charthouse Energy and New Energy Equity, along with separate expert legal counsel from Miller Canfield, Paddock and Stone to prepare the necessary documents to facilitate the installation and operation of a solar array on the roof of the Mercy health Arena. The installation as designed should recognize substantial energy savings over the life of the system.

This document outlines the policies and rates the City will pay to purchase the generated solar power.

There are no up-front costs to the city related to the installation of the solar array.

STAFF RECOMMENDATION: Approve the Power Purchase Agreement and authorize the City Manager to sign the agreement contingent upon approval of the personal property tax exemption by the state tax commission.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to approve the Power Purchase Agreement and authorize the City Manager to sign the agreement contingent upon approval of the personal property tax exemption by the state tax commission.

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

Nays: None

MOTION PASSES

C. Request for Proposal Approvals – YEP Programs Community & Neighborhood Services

SUMMARY OF REQUEST: There is a request of proposal from sub-recipients to provide funds to *Youth Empowerment Project* (YEP) for work and educational experiences throughout the year. Bethan Housing Ministries dba Community enCompass: YEP Program - \$20,000.00

AMOUNT REQUESTED: \$20,000 AMOUNT BUDGETED: \$20,000

FUND OR ACCOUNT: CDBG – 2019

STAFF RECOMMENDATION: To approve the Agreements with Bethany Housing Ministries dba Community enCompass.

*Commissioner Ramsey disclosed a conflict of interest and did not vote on this item. The City Charter requires a unanimous vote of the remaining members to pass a motion where a conflict of interest is noted.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to approve the Agreements with Bethany Housing Ministries dba Community

enCompass.

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

Nays: None

MOTION PASSES

PUBLIC COMMENT: No public comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 6:30 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22, 2021	Title: Irish Flag at Hackley Park
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: Michigan Irish is seeking permission to fly the Irish Flag under the U.S. Flag on September 18, 2021 at Hackley Park when they hold their event "Hackley Hooley".	
Detailed Summary:	
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 request to fly the Irish Flag at Hackley Park on September 18, 2021	
For City Clerk Use Only: Commission Action:	

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 22, 2021	Title: Community Relations Committee Recommendations
Submitted By: Ann Marie Meisch	Department: Clerk
Brief Summary: To accept the resignation of a member from the Historic District Commission.	
Detailed Summary: To accept the resignation of a member of the Historic District Commission as follows: -Resignation-Karen Panozzo-Historic District Commission-Term Expires 01/31/2022	
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 concur with the recommendation of the Community Relations Committee and approve the resignation of Karen Panozzo from the Historic District Commission.	
For City Clerk Use Only:	
Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22, 2021	Title: Sale – 243 Monroe Ave.
Submitted By: Hope Griffith	Department: Planning Department
Brief Summary: City staff is seeking authorization to sell the City-owned home at 243 Monroe Ave. to Phillip McPherson & Richard Vanderputte-McPherson.	
Detailed Summary: The city constructed this house as part of the phase two of our infill housing program. Staff is recommending that the purchase agreement be approved, and 243 Monroe Ave. be sold to Phillip McPherson & Richard Vanderputte-McPherson at a cost of \$182,900.	
Amount Requested: None.	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the Code Coordinator to complete the sale of 243 Monroe Ave, as described in the attached purchase agreement and to have the Mayor and Clerk sign the deed.	
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 MICHIGAN REGIONAL PURCHASE AGREEMENT

PA-243

DATE: 05/21/2021 (time) MLS # 71021016988

SELLING OFFICE: Keller Williams Lakeshore BROKER LIC.#: 6505353908 REALTOR® PHONE: 616-403-5109

LISTING OFFICE: West Urban Realty REALTOR® PHONE: 616-366-2459

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):

☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator

Primary Selling Agent Name: Bradley Fuzak Email: brad@fuzakgroup.com Lic.#: 6506046664

Alternate Selling Agent Name: Email: Lic.#:

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)

☐ Buyer has received the Seller's Disclosure Statement, dated . Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.

☒ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions:

☐ Seller is exempt from the requirements of the Seller Disclosure Act.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code)

243 Monroe Ave ave, 243, Muskegon, MI 49441

with the following legal description and tax parcel ID numbers:

Unit 243, Midtown 2 Condominium, a Condominium according to the Master Deed recorded in Liber 4242, Page 355, as amended, in the Office of the Muskegon County Register of Deeds, and designated as Muskegon County Condominium Subdivision Plan No. 214, together with rights in general common elements and limited common elements as set forth in said Master Deed, and amended

PP# 24205379000330

The following paragraph applies only if the Premises include unplatted land:

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

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 182,900.00
 one hundred eighty-two thousand nine hundred U.S. Dollars

7. **Seller Concessions**, if any:

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)

SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

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

☐ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

☒ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a Conventional type 30 (year) mortgage in the amount of 95 % of the Purchase Price bearing interest at a rate not to exceed 3.6 % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 3 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

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

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

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

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

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

☐ OTHER: _____

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

- ☐ IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.
☐ IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

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

☒ IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing
of a sale or exchange of Buyer's property located at _____ 11738 Apple Dr., Nunica, MI 49448
_____ on or before _____ 07/14/2021 _____. Seller will have the right to continue to
market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy
thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such
price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified
promptly, and Buyer's Earnest Money Deposit will be refunded. Exceptions:

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

All appliances as viewed on 5/21/21.

but does not include:

243 Monroe Ave ave, 243, Muskegon, MI 49441
Subject Property Address/Description

05/21/2021
Date Time

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

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

If the Property is subject to any assessments,

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

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

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

☐ No proration. (Choose one):

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

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

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

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

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

Where no county or government protocol is in place, Seller will arrange for, at Seller's expense, well and septic inspections (as referenced above) by a qualified inspector. Seller will have tanks pumped, unless a qualified inspector determines, in writing, that pumping is not necessary.

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

15. **Inspections & Investigations:**

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

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

All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be

243 Monroe Ave ave, 243, Muskegon, MI 49441

Subject Property Address/Description

05/21/2021

Date

Time

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

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

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

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

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

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

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

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

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

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

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 07/14/2021. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

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

☒ At the completion of the closing of the sale.

☐ At ☐ a.m. ☐ p.m. on the day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay Buyer \$ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

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

243 Monroe Ave ave, 243, Muskegon, MI 49441

Subject Property Address/Description

05/21/2021

Date

Time

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

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

23. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 05/21/2021 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ 2,000 shall be submitted to Keller Williams Realty (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.
24. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.
25. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
26. **Other Provisions:**
 Buyer elects to upgrade countertops to granite, per review and acceptance of builder options and pricing.
 Buyer to have exclusive right to purchase for 10 days from the date of this contract being fully executed, and a 48 hr. first right of refusal thereafter, while they work to get their current property under contract with a buyer, per section "9. Contingencies".
27. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.
28. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.
29. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

243 Monroe Ave ave, 243, Muskegon, MI 49441

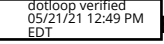
Subject Property Address/Description

05/21/2021

Date

Time

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 _____   **Buyer**
 Buyer 1 Phone: (Res.) _____ (Bus.) _____ Phillip McPherson
 Print name as you want it to appear on documents.
 Buyer 2 Address _____   **Buyer**
 Buyer 2 Phone: (Res.) _____ (Bus.) _____ Richard Vanderputte-McPherson
 Print name as you want it to appear on documents.

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

Buyer must use transnation tile.

The seller is conveying by way of Covenant Deed and will only provide a Basic Owner's Policy.

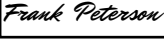
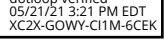
Counteroffer, if any, expires 05/21/2021 at 9pm (time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

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:** 255 W Western Ave Listing Broker License # 6506015435
Listing Agent Name: Mariana Murillo VanDam 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):  
Frank Peterson Is Seller a U.S. Citizen? ☒ Yes ☐ No*
 Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time): _____
Hope Griffith Is Seller a U.S. Citizen? ☒ Yes ☐ No*
 Print name as you want it to appear on documents.

Seller's Address: _____ Seller's Phone (Res.) _____ (Bus.) _____
 * If Seller(s) is not a U.S. Citizen, 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):  
 X (Seller's Signature, Date, Time): _____

243 Monroe Ave ave, 243, Muskegon, MI 49441

Subject Property Address/Description

05/21/2021

Date

Time

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22 nd , 2021	Title: MDOT Agreement for Musketawa Trail Connector
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is requesting approval of the contract with MDOT for the construction of the Musketawa Trail Connector and approval of the resolution authorizing the Mayor and Clerk to sign the contract.	
Detailed Summary: This is the standard contract governing projects that are constructed using federal funds through MDOT. The estimated cost for the project construction is \$518,6023.35 with \$181,024.00 of that being federal surface transportation funding, \$315,000.00 being MDNR Recreational Trails Funding and the remainder being funded through the Cities Major Street Budget in the 21/22 Budget year. Work on this trail is expected to commence in August and take approximately 8 weeks to complete.	
Amount Requested: \$ 0	Amount Budgeted: \$ 0
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approve the attached contract and resolution and authorize the mayor and clerk to sign both.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

RESOLUTION _____

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR HOT MIX ASPHALT, NON-MOTORIZED TRAIL CONSTRUCTION ALONG BLACK CREEK ROAD, LATIMER ROAD AND PORT CITY BOULEVARD FROM SOUTH OF OLTHOFF DRIVE TO KEATING AVENUE.

Moved by Commissioner _____ and supported by Commissioner _____ the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **21-5202** between the Michigan Department of Transportation and the City of Muskegon for the **construction of a non-motorized trail to connect the Laketon Trail and the Musketawa Trail** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **21-5202** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this 22nd day of June, 2021.

BY

Stephen J. Gawron, Mayor

ATTEST

Ann Meisch, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on June 22nd, 2021. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By _____
Ann Meisch, City Clerk

NRT, TAP

DA

Control Section	NRT 61000
Job Number	208592CON
Project	21A0562
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	21-5202

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 26, 2021, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt, non-motorized trail and timber boardwalk construction along Black Creek Road, Latimer Drive and Port City Boulevard from south of Olthoff Drive to Keating Avenue; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Underground sprinkler system restoration along the limits as described in Part A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

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

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

RECREATIONAL TRAILS PROGRAM
TRANSPORTATION ALTERNATIVES PROGRAM

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

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

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

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

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

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

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

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

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

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

- (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

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

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

PART A

The PART A portion of the PROJECT COST shall be met in part by contributions by the Federal Government. Federal Recreational Trails Program Funds in combination with Federal Transportation Alternatives Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$496,024, or (2) an amount such that 88 percent, the Federal participation ratio for Federal Transportation Alternatives Program Funds combined with Federal Recreational Trails Program Funds, is not exceeded at the time of the award of the construction contract with Federal Transportation Alternatives Program Funds limited to \$181,024 and Federal Recreational Trails Program Funds limited to \$315,000. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

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

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

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

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

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

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

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

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

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

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

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

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

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

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

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

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

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

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability

for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



May 26, 2021

EXHIBIT I

CONTROL SECTION NRT 61000
JOB NUMBER 208592CON
PROJECT 21A0(562)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$547,600	\$ 10,000	\$557,600

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$547,600	\$ 10,000	\$557,600
Less Federal Funds *	<u>\$481,888</u>	<u>\$ 0</u>	<u>\$481,888</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 65,712	\$ 10,000	\$ 75,712

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

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

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22 nd , 2021	Title: City of Muskegon / Muskegon Public Schools Cost Sharing Agreement
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is requesting approval of a cost sharing agreement with Muskegon Public Schools related to completion of several utility relocations required to facilitate construction of the MPS High School and MPS Middle School capital projects.	
Detailed Summary: Staff has worked with Muskegon Public Schools to identify several city owned utility lines that required relocation to allow for capital projects to take place at the Muskegon High School Campus as well as the proposed Muskegon Middle School Campus. At the High School campus there are existing active sanitary sewer line and an existing active storm sewer line located in the vacated Jefferson Street ROW north of Southern Avenue that require removal and rerouting to allow for work at the high school site. At the proposed Middle School campus there is an existing active storm sewer line located in the vacated Clinton Avenue ROW south of Dale Avenue that requires rerouting to allow for planned work at the middle school site. Staff worked with MPS and our Engineers (Prein & Newhof) to develop a solution that could be constructed in conjunction with the ongoing work on Peck Street to eliminate the utility conflicts and allow for the MPS projects to continue without interruption. The total cost for this work is estimated at \$571,627.01 (\$505,127.01 Construction Contract + \$66,500 Engineering). Of that total Muskegon Public Schools is responsible for \$468,980.36 and the City of Muskegon would be responsible for \$102,646.65 due to staff recommending an alternative routing at the High School site that better fits in with the long term management of the utility system. MPS has also reviewed this document and is agreeable to the terms. A change order to incorporate this work into the Peck Street project will be prepared at a later date and brought for consideration by this board as it relates to adding this work into the ongoing project via a change order.	
Amount Requested: \$ 0	Amount Budgeted: \$ 0

Fund(s) or Account(s): 590/591-92010	Fund(s) or Account(s): 590/591-92010
Recommended Motion: Approve the attached letter of understanding and exhibits outlining the cost sharing agreement and authorize the Mayor and Clerk to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

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

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

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

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

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

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

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

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)726-2325

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

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

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

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

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

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

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

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

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

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

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



Letter of Understanding Between

The City of Muskegon & Muskegon Public Schools

Muskegon Public Schools is undertaking a number of capital projects on their campuses throughout the city. Two of those projects (High School and Middle School) require the relocation of existing City of Muskegon utility facilities to allow for construction.

Muskegon Public Schools and the City of Muskegon acknowledge that the relocation of these lines is necessary to complete the planned upgrades. Further, Muskegon Public Schools and the City of Muskegon acknowledge that the expense to relocate these lines in the most cost effective manner possible is the financial responsibility of Muskegon Public Schools. Lastly, Muskegon Public Schools and the City of Muskegon acknowledge that the designs presented by Muskegon Public Schools and included as Exhibit A and Exhibit B represent the most cost effective manner of accomplishing the needed relocations.

The City of Muskegon agrees to the following:

- To incorporate additional work into the ongoing Peck Street project (92010) outlined in the attached Exhibit E (Final Plans) that will eliminate the utility conflicts on both the middle school and high school sites during the 2021 construction season.
- To incorporate the work into the ongoing Peck Street project in accordance with the city purchasing policy via a change order with the total amount as outlined in the attached Exhibit F (Estimated Construction Costs).
- To accept and amendment to the Engineering Services Agreement with Prein & Newhof to complete the engineering for this additional work as outlined in Exhibit G (Engineering Amendment).
- To finance the cost of the work, and upon completion to invoice Muskegon Public Schools for their reasonable portion of the actual cost of the completed work.
- To keep Muskegon Public Schools updated of the project status and allow for feedback and comment from Muskegon Public Schools during the project progress.
- To fully vacate any remaining utility rights held by the City of Muskegon that were required for lines to be abandoned as shown in Exhibit C (High School) and Exhibit D (Middle School).



Muskegon Public Schools agrees to the following:

- To turn over control of the utility relocation projects to the City of Muskegon.
- To reimburse the City of Muskegon for the actual cost of the work upon completion of the work and final invoicing from the City. Muskegon Public Schools will not be responsible to reimburse for the additional block of Sanitary Sewer work on Southern between Sanford and Peck as this option was selected by the City as preferred over the original design presented by MPS.
- To accept as private utilities under Muskegon Public Schools ownership any utility lines remaining in service within the vacated utility easements and right-of-ways. These lines are shown approximately in Exhibit C and Exhibit D.

City of Muskegon

BY

Stephen J. Gawron, Mayor

ATTEST

Ann Meisch, City Clerk

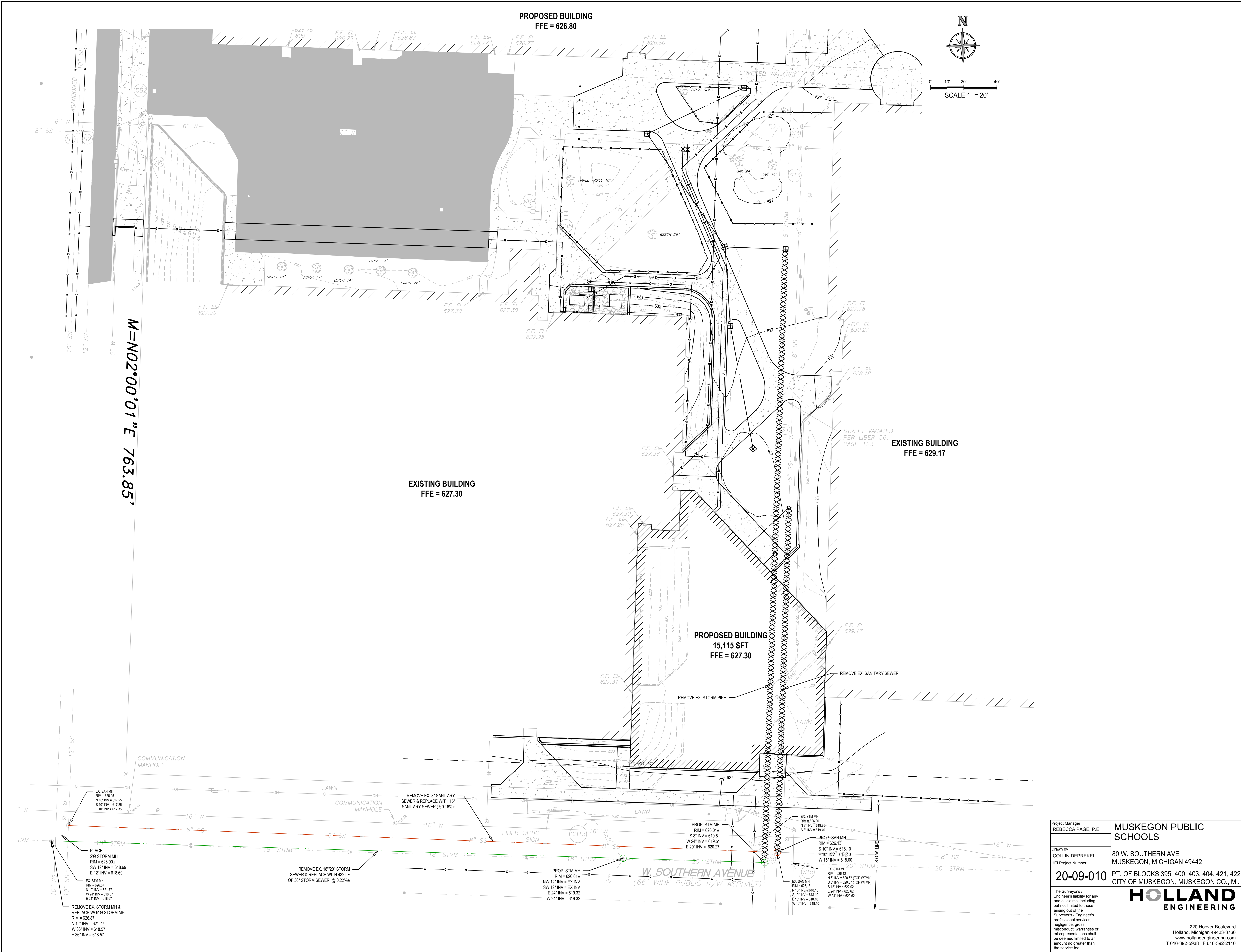
Muskegon Public Schools

BY

Bill O'Brien, President – Board of Education

ATTEST

Lynnette Marks, Secretary – Board of Education



PROJECT TITLE

HIGH SCHOOL BUILDING ADDITIONS & RENOVATIONS

OWNER

MUSKEGON PUBLIC SCHOOLS

PROJECT TITLE

GRADING, DRAINAGE & SESC PLAN

DATE

February 5, 2021

SHEET NUMBER

C 201

18-186.65

TOWERPINKSTER

Architecture · Engineering · Interiors

242 East Kalamazoo Avenue, Suite 200
Kalamazoo, Michigan 49007-5828
616-456-9944 phone 616-666-6388 fax 616-456-9944 mobile 616-666-6388
© 2021 ALL RIGHTS RESERVED

PRELIMINARY

NOT FOR CONSTRUCTION

ISSUED FOR

DATE

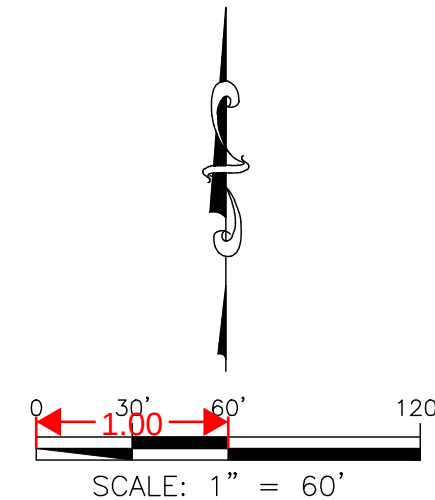
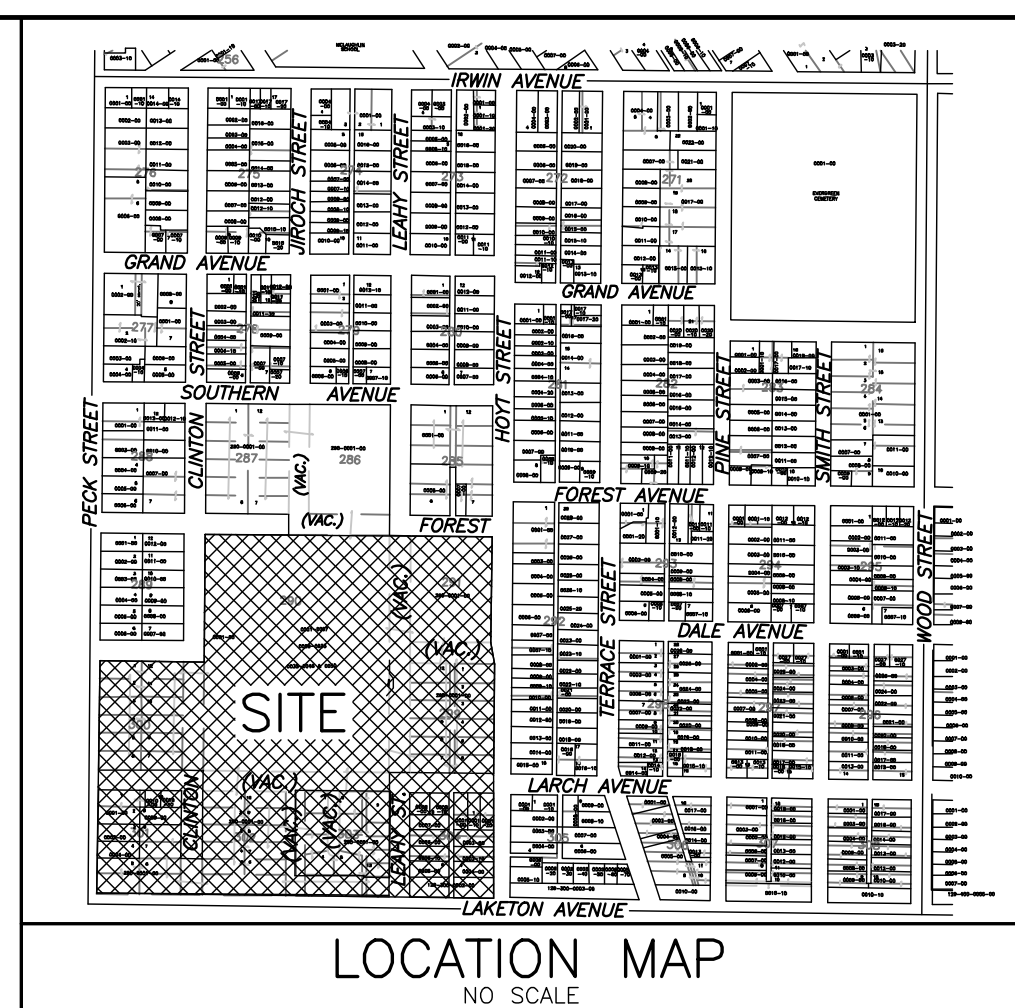
MUSKEGON PUBLIC SCHOOLS

80 W. SOUTHERN AVE
MUSKEGON, MICHIGAN 49442
PT. OF BLOCKS 395, 400, 403, 404, 421, 422
CITY OF MUSKEGON, MUSKEGON CO., MI.

HOLLAND

ENGINEERING

220 Hoover Boulevard
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-9938 F 616-392-2116



LEGEND

- M MEASURED DIMENSION
- C CALCULATED DIMENSION
- R RECORD DIMENSION
- D DEED DIMENSION
- X CHISELED "X"
- ▲ SET NAIL
- FOUND NAIL
- SET IRON
- FOUND IRON
- UTILITY POLE
- GUY WIRE
- LIGHT POLE
- TELEPHONE RISER
- CABLE TV RISER
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- WATER SHUT-OFF VALVE
- WATER METER
- ELECTRIC METER
- GAS METER
- WATER WELL
- CATCH BASIN
- DRAINAGE MANHOLE
- SANITARY MANHOLE
- TELEPHONE/COMMUNICATION MANHOLE
- WATER MANHOLE
- SIGN
- HANDICAP LABEL
- POST
- FENCE
- SS EXISTING SANITARY SEWER
- STRM EXISTING STORM SEWER
- W EXISTING WATERMAIN
- G EXISTING GAS MAIN
- 720 EXISTING CONTOUR GRADE
- TRANSFORMER

PROJECT NAME:
**MUSKOGON PUBLIC SCHOOLS
HACKLEY HOSPITAL SITE
TOPOGRAPHIC SURVEY**

PROJECT #:
04443-0002

PAGE #:
1 OF 2

DATE:
02/21/21

SURVEYED BY:
MDM

DESIGNED BY:
TOPO

DRAWN BY:
BJA

CHECKED BY:
TWD

DWG NAME:
TOPO

Westshore ESE
2534 Black Creek Road
Muskegon, MI 49444
Ph: (231) 777-3447
Fax: (231) 773-3453
E-mail: Service@Westshore.net

WESTSHORE
ENGINEERING & SURVEYING
ENVIRONMENTAL

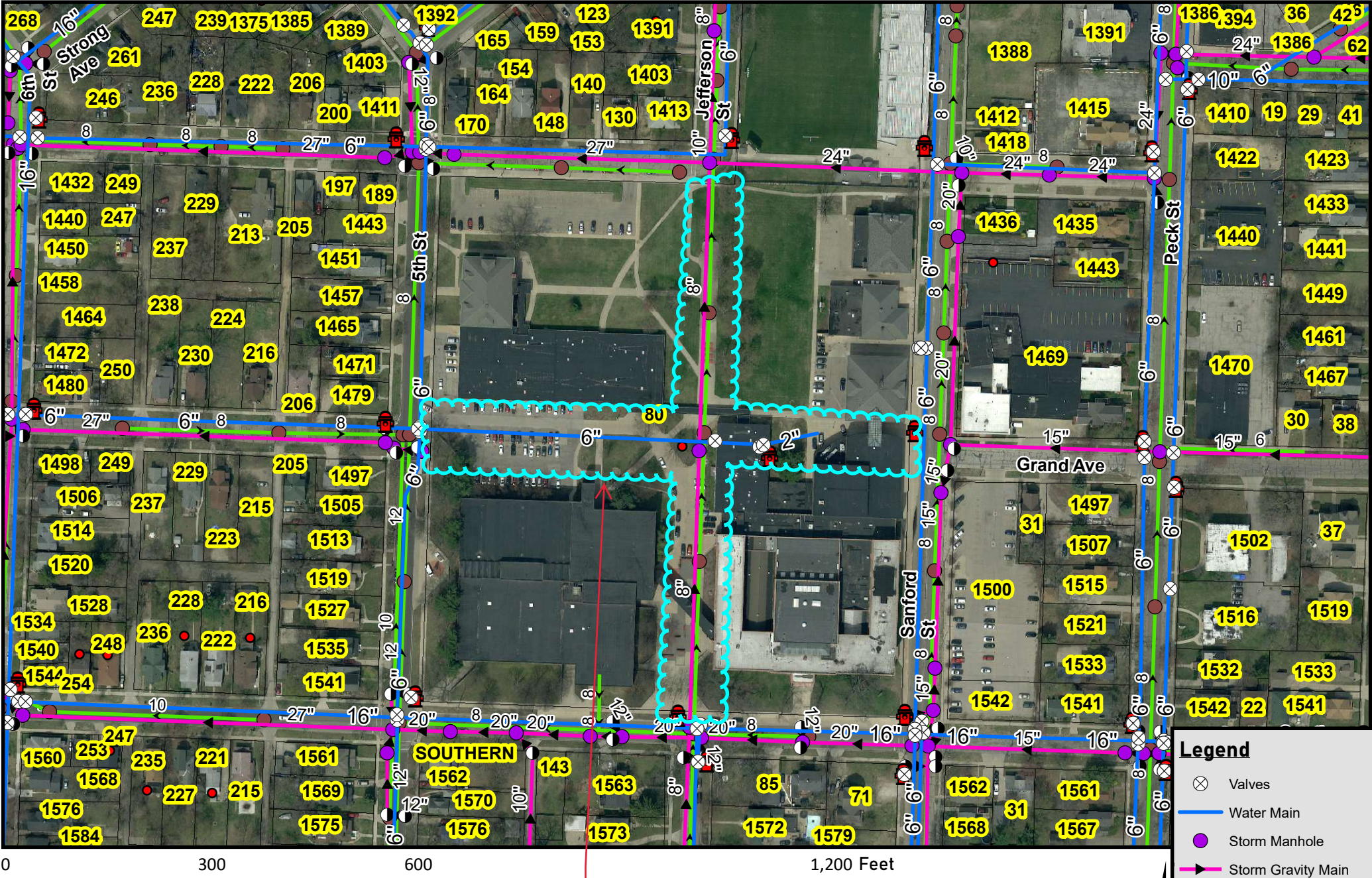
NO. DATE DESCRIPTION

BY CHK'D DATE

©2020

City of Muskegon Utility Map

Date: 3/11/2021



Approximate area of vacated utility easements and rights by City of Muskegon. Any utilities remaining in these areas become private utility lines under the responsibility of MPS

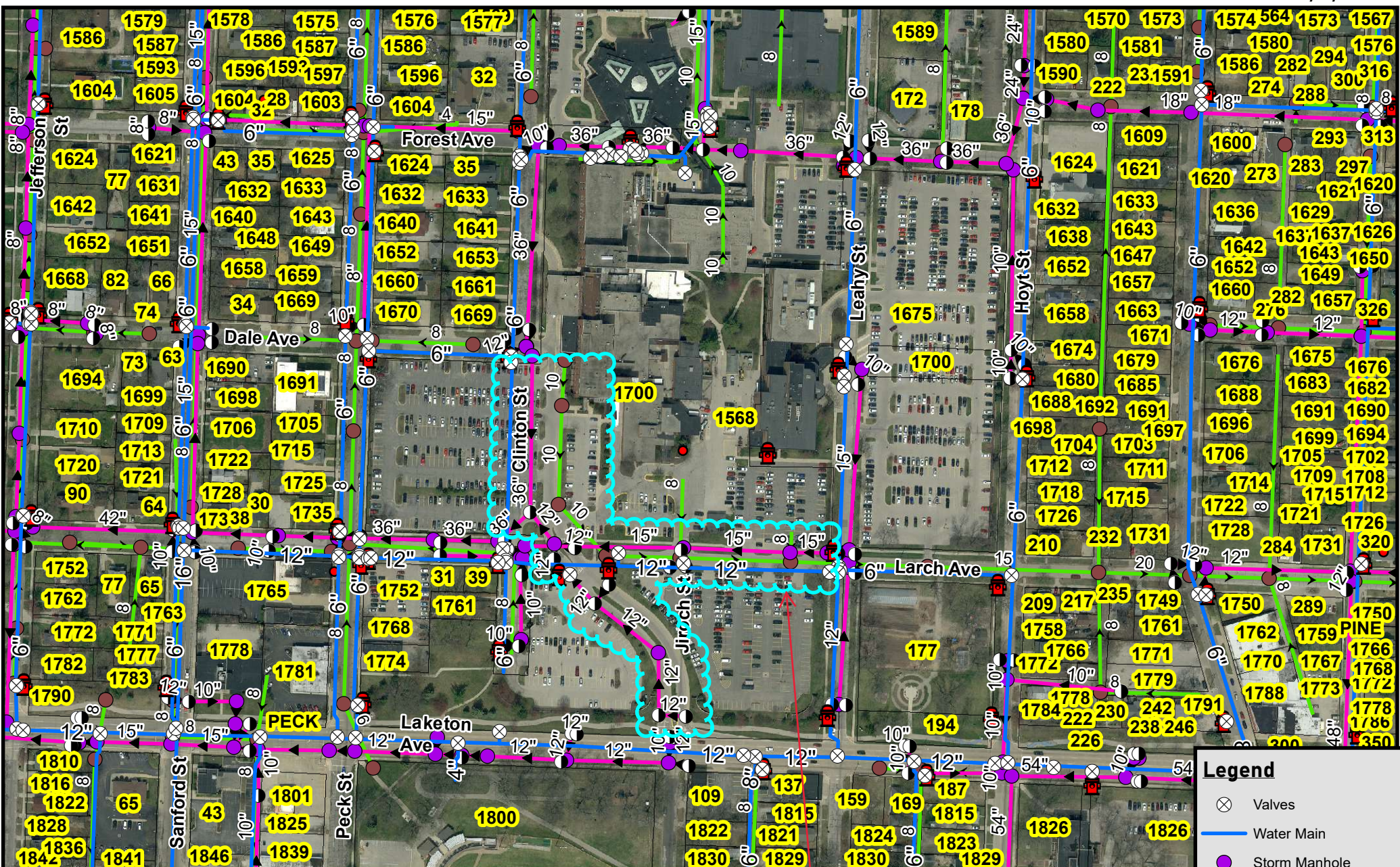
Legend

Valves

Water MainStorm ManholeStorm Gravity MainSanitary Service PointsSanitary ManholeSanitary Gravity MainForce Main

City of Muskegon Utility Map

Date: 3/11/2021



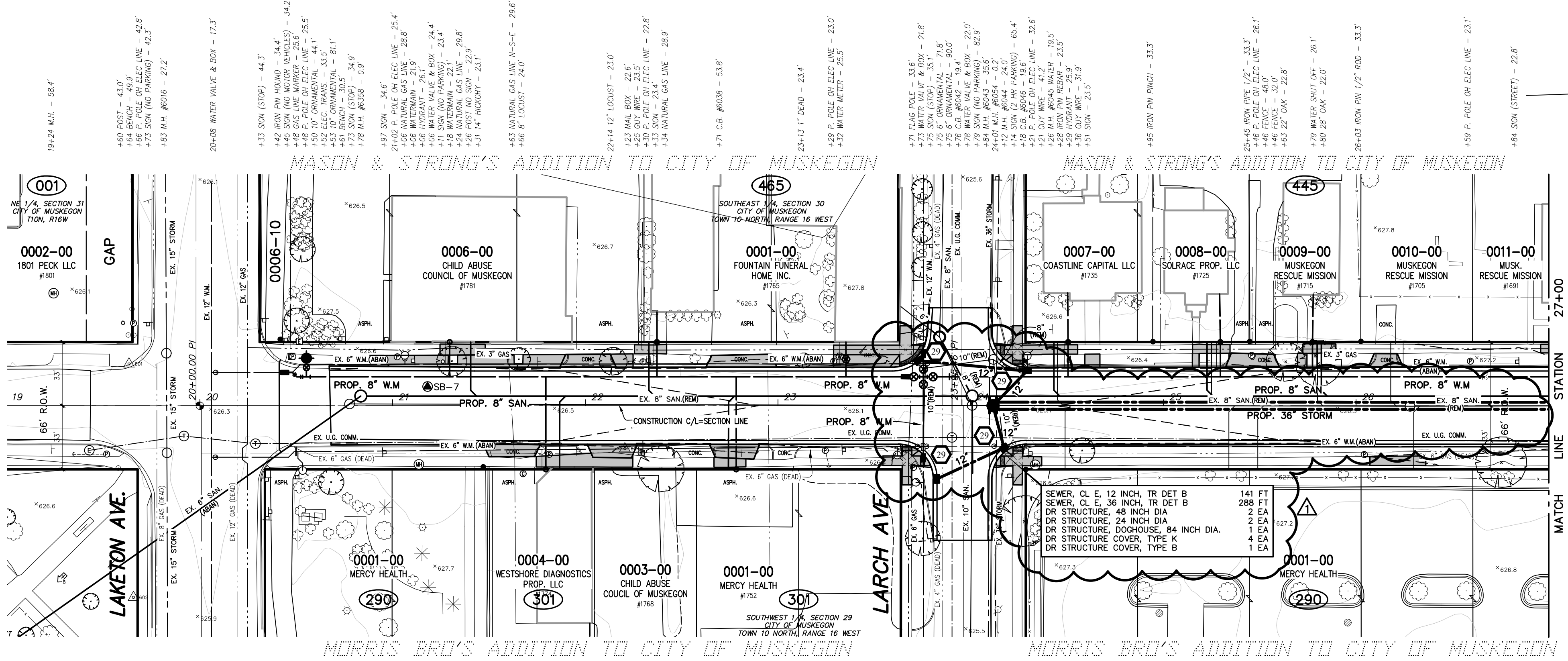
Legend

- Valves
- Water Main
- Storm Manhole
- Storm Gravity Main
- Sanitary Service Points
- Sanitary Manhole
- Sanitary Gravity Main
- Force Main

Approximate area of vacated utility easements and rights by City of Muskegon. Any utilities remaining in these areas become private utility lines under the responsibility of MPS

B.M. EL. 628.09
PECK STREET & LAKETON AVENUE, 75'± S
& 90'± E OF C/L 'X', NW CORNER OF
TOP OF NORTHERLY CONCRETE PLANTER

CONTROL POINT TABLE		
POINT No.	NORTHING	EASTING
601	632261.461	12622882.800
602	632299.723	12623003.890
604	632517.190	12622935.360
605	632718.536	12622940.610



TOPOGRAPHY TEXT NOTE

TOPOGRAPHY TEXT STATIONS AND OFFSETS
BASED ON SECTION LINE WHICH IS INDEPENDENT
OF CONSTRUCTION CENTERLINE. TOPOGRAPHY
TEXT SHOWN FOR INFORMATION ONLY. SEE
REMOVAL PLANS FOR ACTION ITEMS.

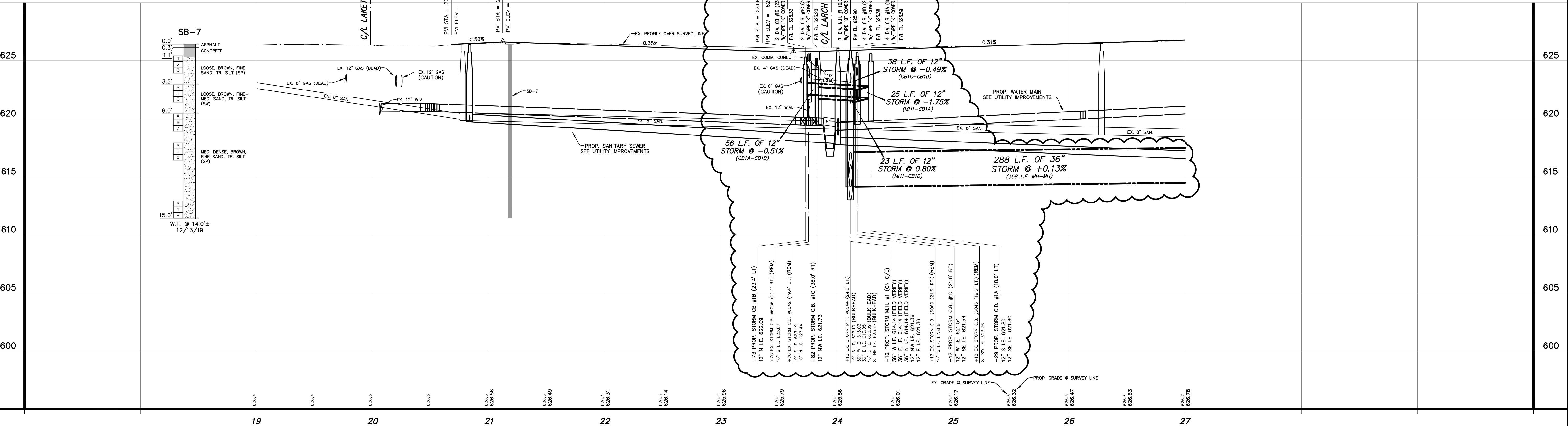
PROPOSED PAVEMENT LEGEND

PROPOSED DRIVEWAY,
NONREINFC. CONC. 6 INCH;
SIDEWALK RAMP, CONC. 6 INCH
OR SIDEWALK, CONC. 4/6 INCH

NOTES: PROPOSED PAVEMENT ON
STREET & INTERSECTIONS
NOT SHADED FOR CLARITY.

SOIL EROSION CONTROL LEGEND

PROPOSED EROSION CONTROL
INLET PROTECTION FABRIC DROP



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

PROJECT DATUM INFORMATION

COORDINATE SYSTEM : STATE PLANE GRID
ZONING : MICHIGAN SOUTH 2113
EIP/SPD : GRS 80
HORIZONTAL DATUM : NAD 83 (2011)
VERTICAL DATUM : NAVD 88
GEOD : GEOID 1983
UNITS : INTERNATIONAL FEET
PROJECT COMBINED SCALE FACTOR (PCSF) = 0.999924367704
GROUND DISTANCE = GRID DISTANCE * PCSF

SCALES : 1" = 40' HORIZ. (CONTOURS AT ONE FOOT INTERVALS)
1" = 4' VERT.

NO.		REVISIONS		BY	DATE	DRAWN
1		BULLETIN No. 3		MRH	05/21	J.J.S.
						DATE
						MAR. '20
						CHECKED
						M.R.H.
						DATE
						MAR. '20

Prein&Newhof
Engineers-Surveyors-Environmental-Laboratory

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

STREET IMPROVEMENTS
PECK STREET

PROJECT NO.
2190730

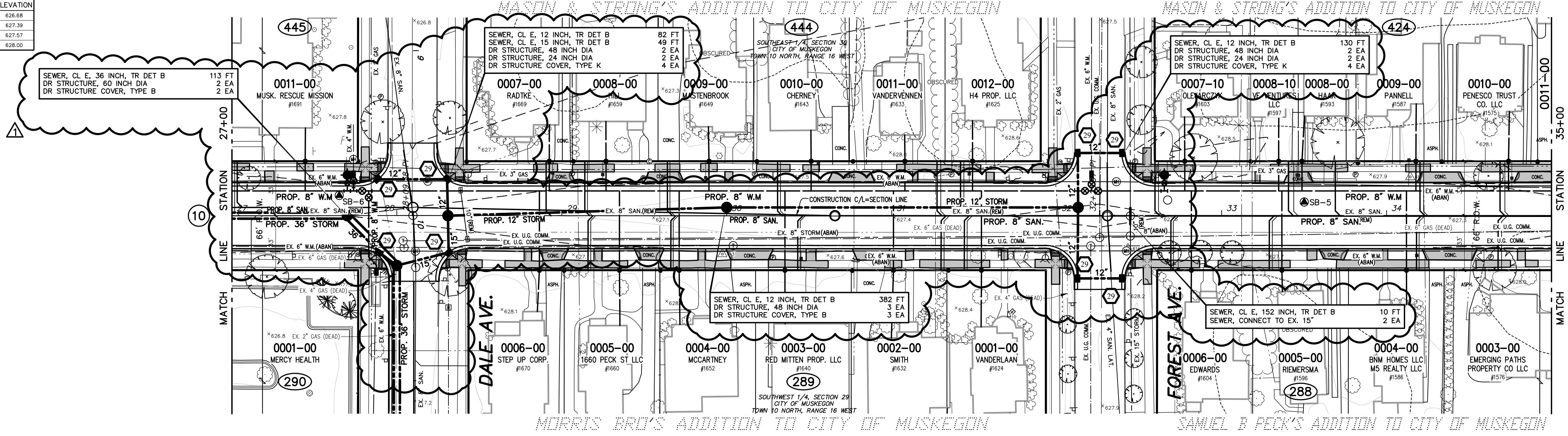
SHEET NO.

10 OF 32

B.M. EL. 627.39
PECK STREET & DALE AVENUE, 20' ± S
& 60' ± E OF C/L 'X', NW CORNER OF
CONCRETE BUS STOP

B.M. EL. 629.02
PECK STREET & FOREST AVENUE, 60' ± S
& 60' ± E OF C/L 'X', TOP OF BOTTOM
STEP @ HOUSE #1624

POINT No.	NORTHING	EASTING	ELEVATION
606	633322.519	12622966.190	626.68
613	633323.518	12622962.400	627.39
614	633329.365	12622967.330	627.57
617	633711.816	12622928.670	628.00

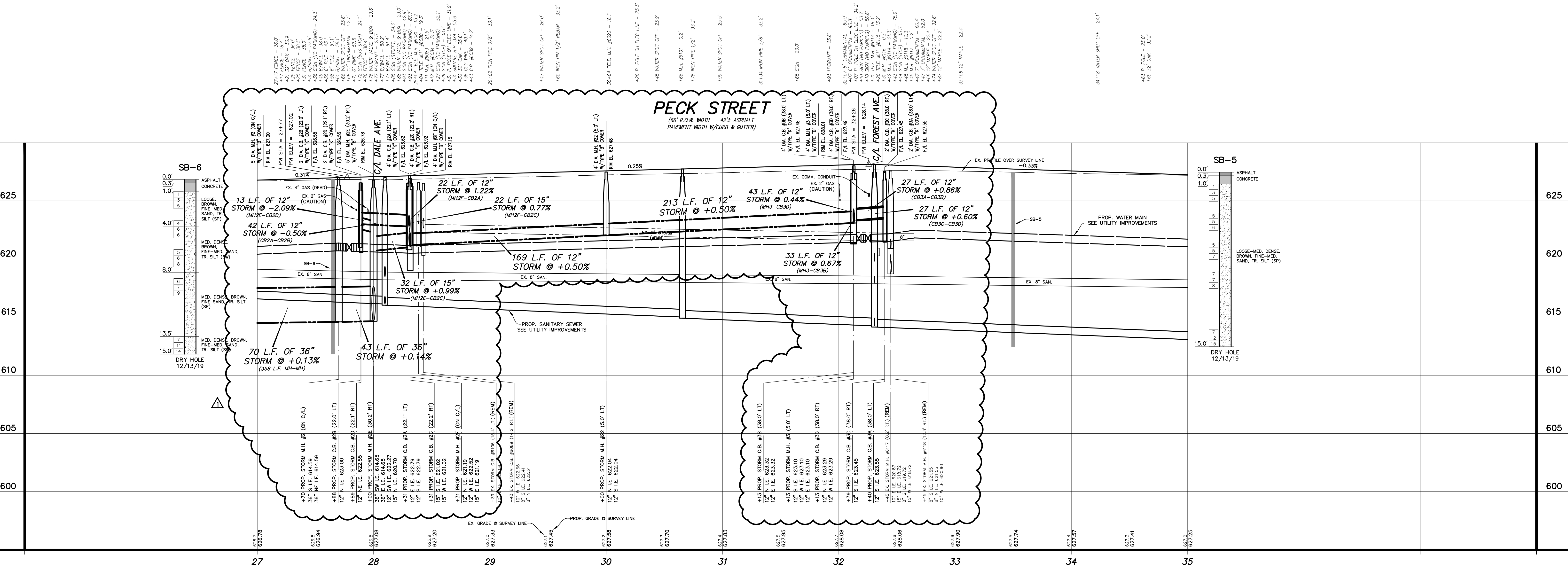


TOPOGRAPHY TEXT NOTE
TOPOGRAPHY TEXT STATIONS AND OFFSETS
BASED ON SECTION LINE WHICH IS INDEPENDENT
OF CONSTRUCTION CENTERLINE. TOPOGRAPHY
TEXT SHOWN FOR INFORMATION ONLY. SEE
REMOVAL PLANS FOR ACTION ITEMS.

**PROPOSED
PAVEMENT LEGEND**
PROPOSED DRIVEWAY,
NONREIN. CONC. 6 INCH;
SIDEWALK RAMP, CONC. 6 INCH
OR SIDEWALK, CONC. 4/6 INCH

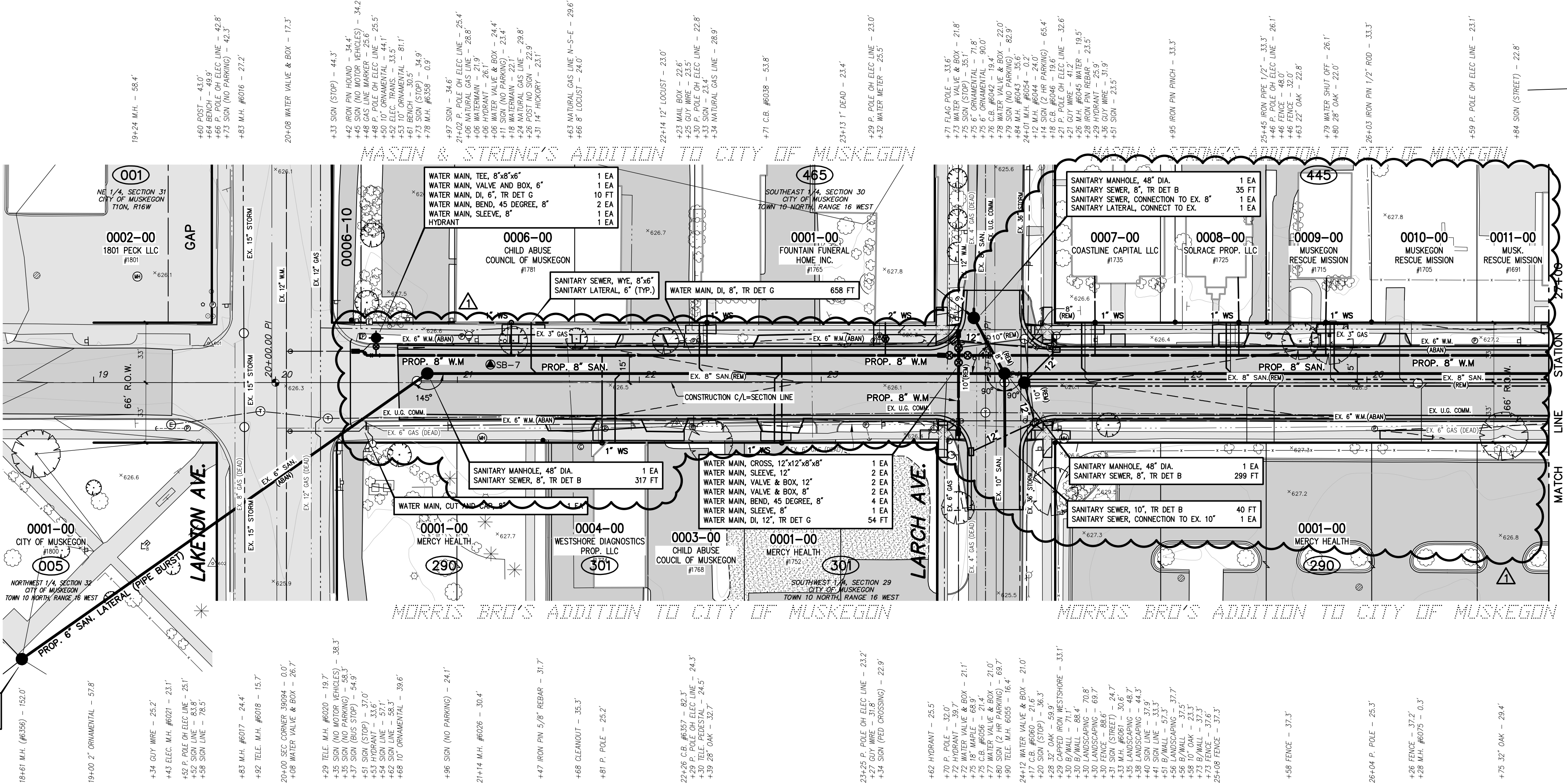
NOTES: PROPOSED PAVEMENT ON
STREET & INTERSECTIONS
NOT SHADED FOR CLARITY.

**SOIL EROSION
CONTROL LEGEND**
PROPOSED EROSION CONTROL
INLET PROTECTION FABRIC DROP



B.M. EL. 628.09
PECK STREET & LAKETON AVENUE, 75'± S
& 90'± E OF C/L "X", NW CORNER OF
TOP OF NORTHERLY CONCRETE PLANTER

CONTROL POINT TABLE		
POINT NO.	NORTHING	EASTING
601	632261.461	12622882.800
602	632269.723	12623033.890
604	632517.190	12622935.360
605	632718.536	12622940.610



TOPOGRAPHY TEXT NOTE

TOPOGRAPHY TEXT STATIONS AND OFFSETS
BASED ON SECTION LINE WHICH IS INDEPENDENT
OF CONSTRUCTION CENTERLINE. TOPOGRAPHY
TEXT SHOWN FOR INFORMATION ONLY. SEE
REMOVAL PLANS FOR ACTION ITEMS.

WATER SERVICE TOTALS THIS SHEET

WATER SERVICE, CORPORATION STOP, 1" INCH	7 EA
WATER SERVICE, CURB STOP AND BOX, 1" INCH	7 EA
WATER SERVICE, CORPORATION STOP, 2" INCH	290 LF
WATER SERVICE, CURB STOP AND BOX, 2" INCH	1 EA
WATER SERVICE, 2" INCH	20 LF
WATER SERVICE, METER PIT	1 EA
WATER SERVICE RESTORATION, PRIVATE	4 EA

WATER MAIN CONSTRUCTION NOTES

- CONTRACTOR SHALL PROVIDE A MINIMUM OF 18" VERTICAL CLEARANCE AND 10' HORIZONTAL CLEARANCE BETWEEN PROPOSED WATER MAIN, AND STORM AND SANITARY SEWERS.
- USE HYDRANT EXTENSIONS OR VERTICAL BENDS ON HYDRANT LEADS TO ENSURE HYDRANT BREAKAWAY FLANGE IS 3'-0" FROM FINISHED GRADE. COST SHALL BE INCLUDED IN THE HYDRANT PAY ITEM.
- ALL HYDRANTS SHALL BE RESTRAINED TO THE TEE.

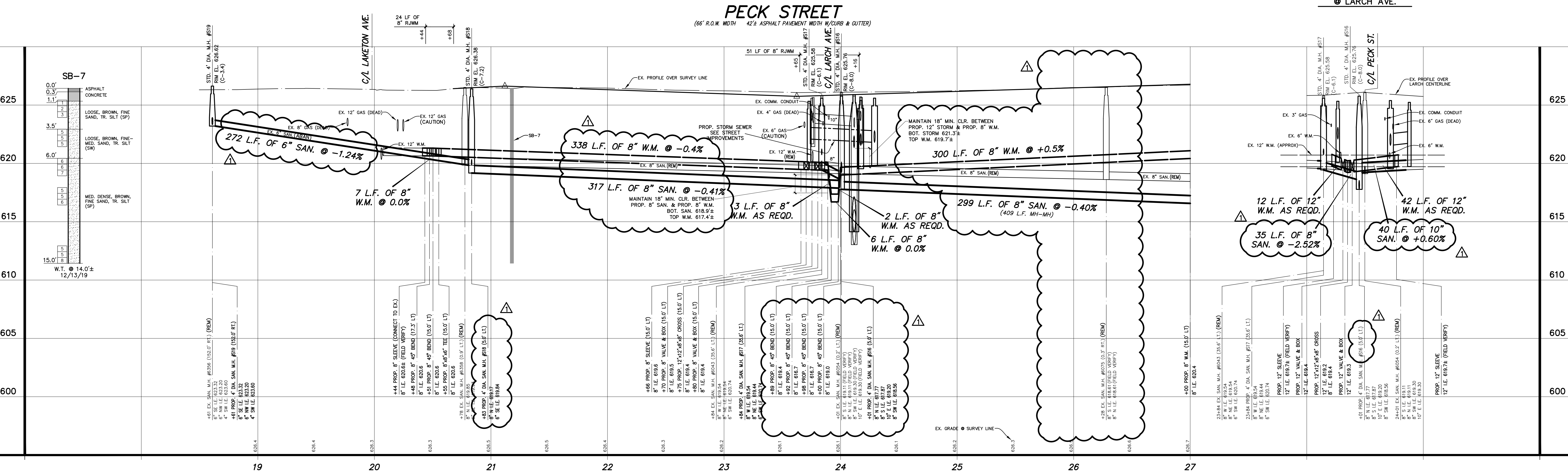
WATER SERVICE CONSTRUCTION NOTES

- WATER SERVICES SHOWN ON THE PLANS ARE LOCATED BASED ON RECORDS. ACTUAL LOCATION MAY BE DIFFERENT THAN SHOWN. ALIGNMENT OF EXISTING WATER SERVICES FROM THE CURB STOP BOX TO THE HOUSE IS UNKNOWN AND MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO REPLACEMENT.
- WATER SERVICES ARE TO BE REPLACED TO THE WATER METER IF THE METER IS LOCATED INSIDE THE RESIDENCE UNLESS NOTED OTHERWISE. WATER SERVICES TO BE REPLACED TO 18 INCHES INSIDE THE RESIDENCES IF THE METER IS LOCATED OUTSIDE. LOCATION OF ENTRY INTO THE RESIDENCE, AND PLUMBING REQUIRED TO CONNECT TO THE EXISTING METER SHALL BE APPROVED BY THE HOME OWNER AND ENGINEER PRIOR TO INSTALLATION. A NEW CURB STOP SHALL BE INSTALLED AT THE PROPERTY LINE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND COMMUNICATE WITH THE PROPERTY OWNER AND RESIDENT ENTRY INTO THE RESIDENCE.
- IF A METER PIT IS OUTSIDE THE RESIDENCE THEN THE METER PIT MUST BE REPLACED AT THE SAME LOCATION.
- CONTRACTOR TO COORDINATE WITH THE CITY FOR METER REMOVAL AND REINSTALLATION.

SANITARY SEWER CONSTRUCTION NOTES

- EXISTING SANITARY SEWER 12" OR LESS SHALL BE REMOVED COMPLETELY WITHIN THE PROJECT LIMITS.
- ALIGNMENT & LOCATION OF EXISTING SANITARY SEWER LATERALS ARE FROM AVAILABLE RECORDS. EXACT LOCATION IS UNKNOWN. CONTRACTOR TO FIELD VERIFY LOCATION OF SANITARY LATERALS PRIOR TO INSTALLATION OF WYES.
- SANITARY SEWER LATERALS SHALL BE REPLACED TO THE PROPERTY LINE AND CONNECTED TO THE EXISTING LATERAL.

PROP. UTILITY CONNECTIONS @ LARCH AVE.



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

PROJECT DATUM INFORMATION

COORDINATE SYSTEM: STATE PLANE GRID
ZONED: MICHIGAN SOUTH 1813
ELECTRIC: 80
MAGNETIC: 80 (2011)
VERTICAL DATUM: NAVD 83
EPOCH: 1982
UNITS: INTERNATIONAL FEET
PROJECT COMBINED SCALE FACTOR (PCSF) = 0.99992467704
GROUND DISTANCE = GRID DISTANCE * PCSF

SCALES: 1" = 40' HORIZ. (CONTOURS AT ONE FOOT INTERVALS)
1" = 4' VERT.

NO.	REVISIONS	BY	DATE	DRAWN
1	BULLETIN No. 3	MRH	05/21	J.J.S.

DATE: MAR. '20

CHECKED: M.R.H.

DATE: MAR. '20

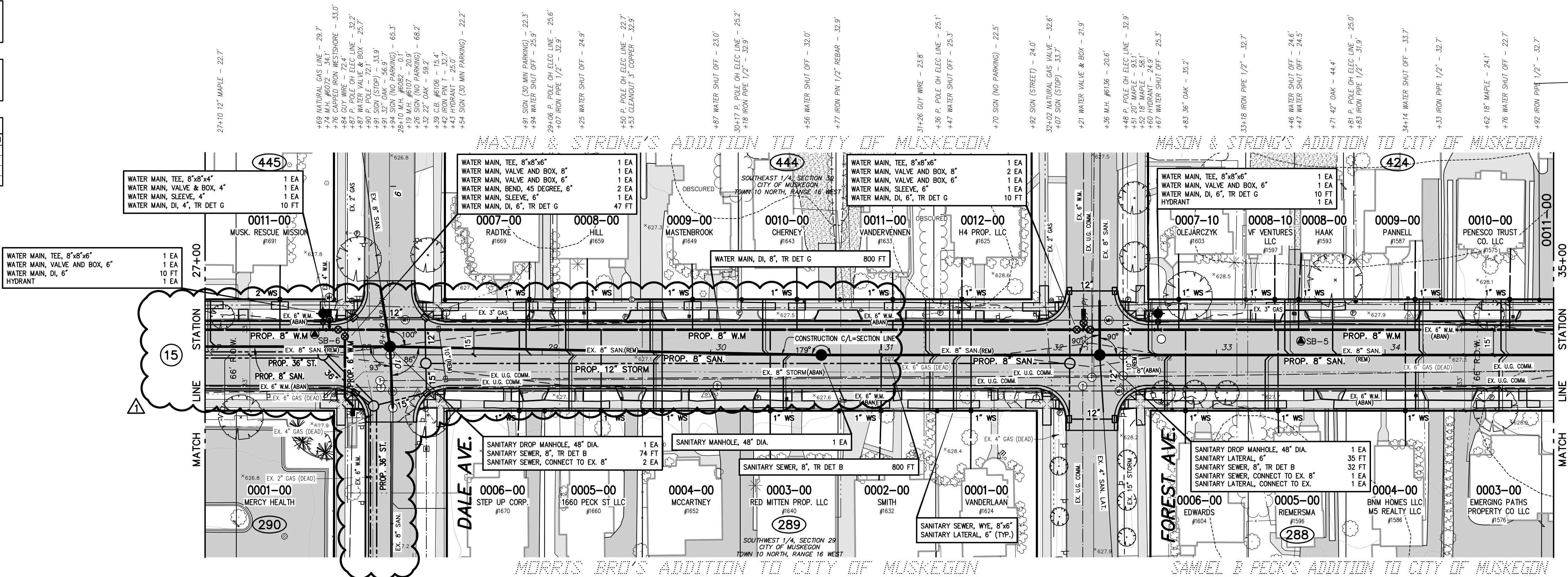
CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
UTILITY IMPROVEMENTS
PECK STREET

PROJECT NO.
2190730
SHEET NO.
15 OF 32

B.M. EL. 627.39
PECK STREET & DALE AVENUE, 20'± S
& 60'± E OF C/L 'X', NW CORNER OF
CONCRETE BUS STOP

B.M. EL. 629.02
PECK STREET & FOREST AVENUE, 60'± S
& 60'± E OF C/L 'X', TOP OF BOTTOM
STEP @ HOUSE #1624

POINT NO.	NORTHING	EASTING	ELEVATION
606	633322.519	1262296.190	626.68
613	633293.518	12622962.400	627.39
614	633293.365	12622967.330	627.57
617	633711.816	12622926.670	628.00



TOPOGRAPHY TEXT NOTE

TOPOGRAPHY TEXT STATIONS AND OFFSETS
BASED ON SECTION LINE WHICH IS INDEPENDENT
OF CONSTRUCTION CENTERLINE. TOPOGRAPHY
TEXT SHOWN FOR INFORMATION ONLY. SEE
REMOVAL PLANS FOR ACTION ITEMS.

WATER SERVICE TOTALS THIS SHEET

WATER SERVICE, CORPORATION STOP, 1 INCH	20 EA
WATER SERVICE, CURB STOP AND BOX, 1 INCH	20 EA
WATER SERVICE, 1 INCH	1190 LF
WATER SERVICE, CORPORATION STOP, 2 INCH	1 EA
WATER SERVICE, CURB STOP AND BOX, 2 INCH	1 EA
WATER SERVICE, 2 INCH	40 LF
WATER SERVICE RESTORATION, PRIVATE	21 EA

WATER MAIN CONSTRUCTION NOTES

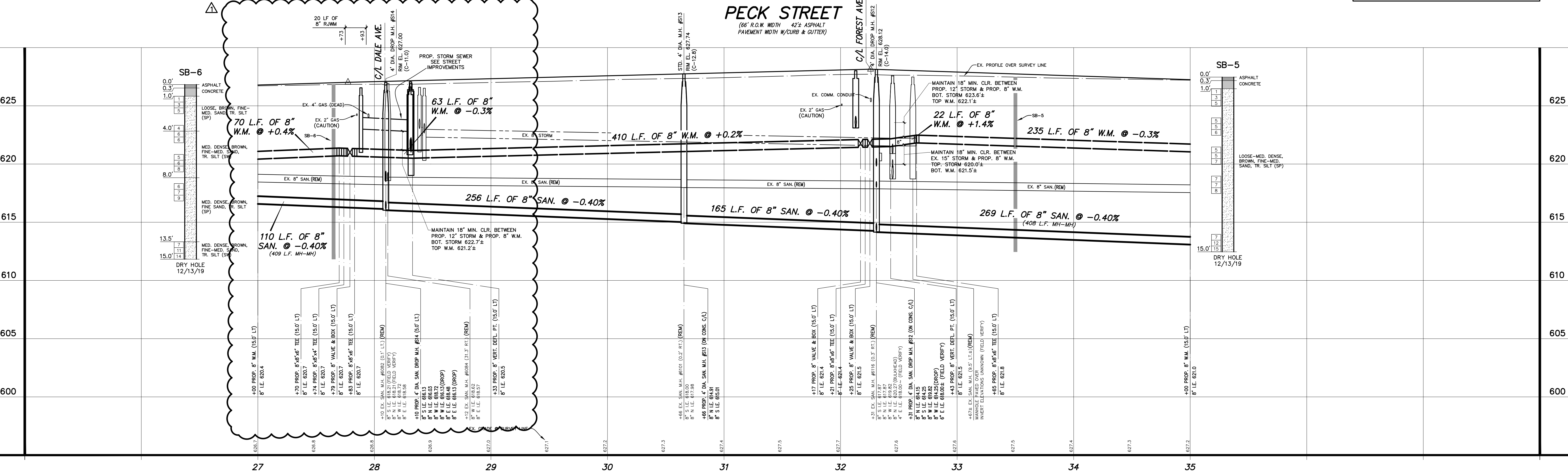
- CONTRACTOR SHALL PROVIDE A MINIMUM OF 18" VERTICAL CLEARANCE, AND 10' HORIZONTAL CLEARANCE BETWEEN PROPOSED WATER MAIN, AND STORM AND SANITARY SEWERS.
- USE HYDRANT EXTENSIONS OR VERTICAL BENDS ON HYDRANT LEADS TO ENSURE HYDRANT BREAKAWAY FLANGE IS 3'±/- FROM FINISHED GRADE. COST SHALL BE INCLUDED IN THE HYDRANT PAY ITEM.
- ALL HYDRANTS SHALL BE RESTRAINED TO THE TEE.

WATER SERVICE CONSTRUCTION NOTES

- WATER SERVICES SHOWN ON THE PLANS ARE LOCATED BASED ON RECORDS, ACTUAL LOCATION MAY BE DIFFERENT THAN SHOWN. ALIGNMENT OF EXISTING WATER SERVICES FROM THE CURB STOP BOX TO THE HOUSE IS UNKNOWN AND MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO REPLACEMENT.
- WATER SERVICES ARE TO BE REPLACED TO THE WATER METER IF THE METER IS LOCATED INSIDE THE RESIDENCE UNLESS NOTED OTHERWISE. WATER SERVICES TO BE REPLACED TO 18 INCHES INSIDE THE RESIDENCES IF THE METER IS LOCATED OUTSIDE. LOCATION OF ENTRY INTO THE RESIDENCE, AND PLUMBING REQUIRED TO CONNECT TO THE EXISTING METER SHALL BE APPROVED BY THE HOME OWNER AND ENGINEER PRIOR TO INSTALLATION. A NEW CURB STOP SHALL BE INSTALLED AT THE PROPERTY LINE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND COMMUNICATE WITH THE PROPERTY OWNER AND RESIDENT ENTRY INTO THE RESIDENCE.
- IF A METER PIT IS OUTSIDE THE RESIDENCE THEN THE METER PIT MUST BE REPLACED AT THE SAME LOCATION.
- CONTRACTOR TO COORDINATE WITH THE CITY FOR METER REMOVAL AND REINSTALLATION.

SANITARY SEWER CONSTRUCTION NOTES

- EXISTING SANITARY SEWER 12" OR LESS SHALL BE REMOVED COMPLETELY WITHIN THE PROJECT LIMITS.
- ALIGNMENT & LOCATION OF EXISTING SANITARY SEWER LATERALS ARE FROM AVAILABLE RECORDS. EXACT LOCATION IS UNKNOWN. CONTRACTOR TO FIELD VERIFY LOCATION OF SANITARY LATERALS PRIOR TO INSTALLATION OF WYES.
- SANITARY SEWER LATERALS SHALL BE REPLACED TO THE PROPERTY LINE AND CONNECTED TO THE EXISTING LATERAL.



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

PROJECT DATUM INFORMATION

COORDINATE SYSTEM: STATE PLANE GRID
ZONING: MICHIGAN SOUTH 2113
EQUIVALENT DATUM: NAD 83 (2011)
VERTICAL DATUM: GEOID 1988
UNITS: INTERNATIONAL FEET
PROJECT COMBINED SCALE FACTOR (PCSF) = 0.999924367704
GROUND DISTANCE = GRID DISTANCE / PCSF

SCALES: 1" = 40' HORIZ. (CONTOURS AT ONE FOOT INTERVALS)
1" = 4' VERT.

NO.	REVISIONS	BY	DATE	DRAWN
1	BULLETIN No. 3	MRH	05/21	J.J.S.

DATE	CHECKED
MAR. '20	M.R.H.
MAR. '20	

CITY OF MUSKOGEE
MUSKOGEE COUNTY, MICHIGAN

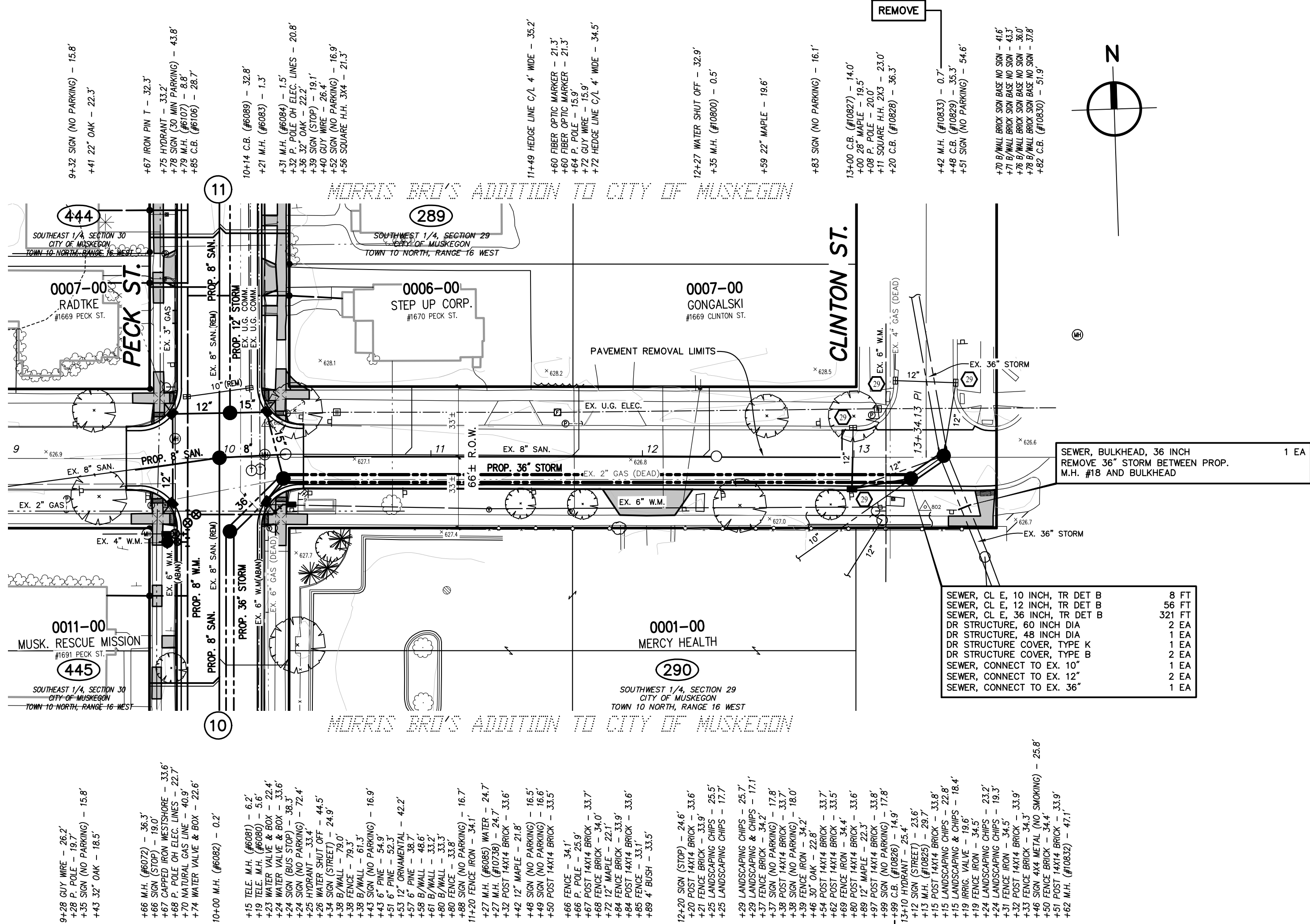
UTILITY IMPROVEMENTS
PECK STREET

PROJECT NO.
2190730

SHEET NO.
16 OF 32

B.M. EL. 627.39
PECK STREET & DALE AVENUE, 20'± S &
40'± E OF C/L 'X', NW CORNER OF
CONCRETE BUS STOP

CONTROL POINT TABLE		
POINT No.	NORTHING	EASTING
606	633122.519	12622956.180
602	633072.488	12622945.600



PROPOSED
PAVEMENT LEGEND

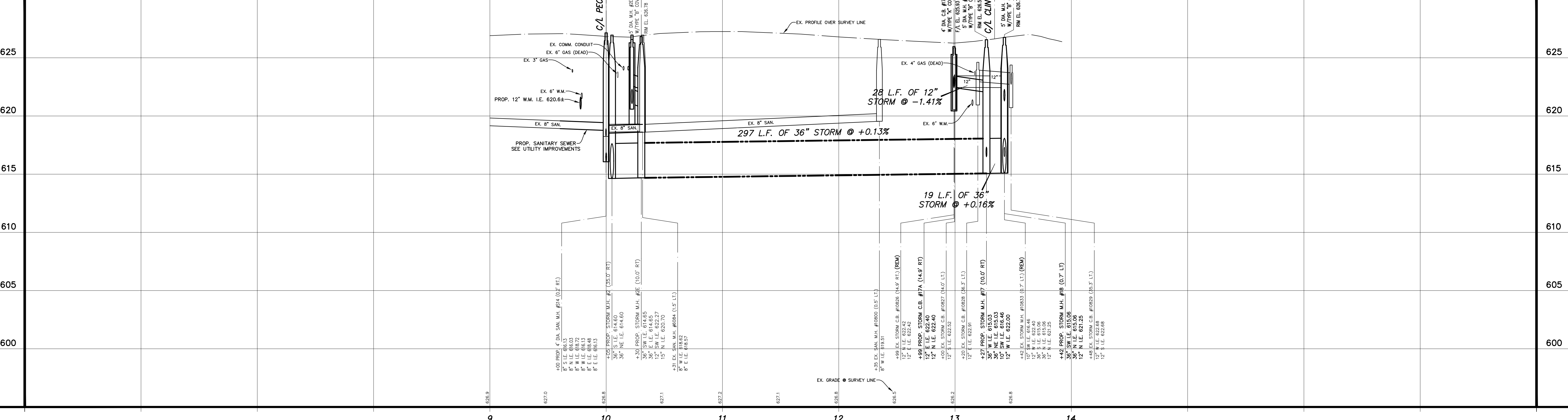
PROPOSED DRIVEWAY, NONREIN. CONC. 6 INCH; SIDEWALK RAMP, CONC. 6 INCH OR SIDEWALK, CONC. 4/6 INCH
--

NOTES: PROPOSED PAVEMENT ON
STREET & INTERSECTIONS
NOT SHADED FOR CLARITY.

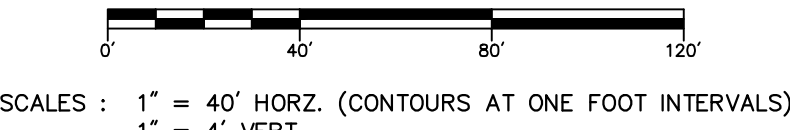
SOIL EROSION
CONTROL LEGEND

PROPOSED EROSION CONTROL INLET PROTECTION FABRIC DROP
--

SEWER, CL. E. 10 INCH, TR DET B	8 FT
SEWER, CL. E. 12 INCH, TR DET B	56 FT
SEWER, CL. E. 36 INCH, TR DET B	321 FT
DR STRUCTURE, 60 INCH DIA	2 EA
DR STRUCTURE, 48 INCH DIA	1 EA
DR STRUCTURE COVER, TYPE K	1 EA
DR STRUCTURE COVER, TYPE B	2 EA
SEWER, CONNECT TO EX. 10"	1 EA
SEWER, CONNECT TO EX. 12"	2 EA
SEWER, CONNECT TO EX. 36"	1 EA



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



NO.	REVISIONS	BY	DATE	DRAWN
1	BULLETIN No. 4	MRH	05/21	J.J.S.
				DATE MAY '21
				CHECKED M.R.H.
				DATE MAY '21



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
STREET IMPROVEMENTS
DALE AVENUE

PROJECT NO.
2190730
SHEET NO.
29 OF 31

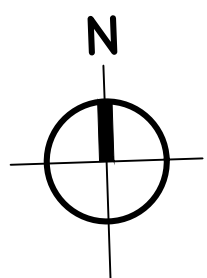
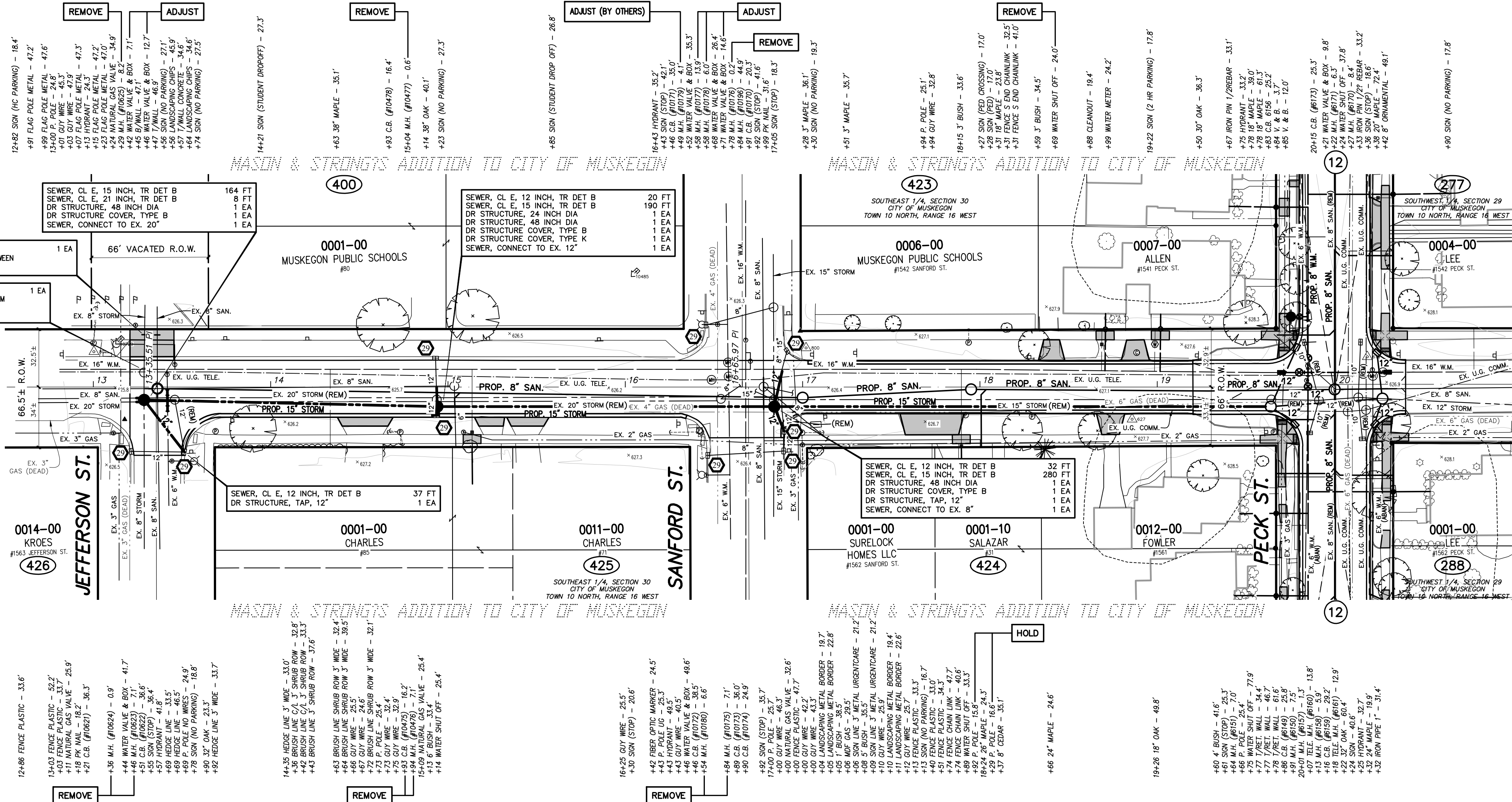
B.M. EL. 627.64
SOUTHERN AVENUE & JEFFERSON STREET,
25'±N & 25'±W OF C/L "X", TOP BOLT
TO HYDRANT UNDER "W" IN L&W

B.M. EL. 627.64
SOUTHERN AVENUE & SANFORD STREET,
60'±N & 60'±W OF C/L "X", AT SIGN TO
SCHOOL, SOUTH TOP CORNER OF CONCRETE

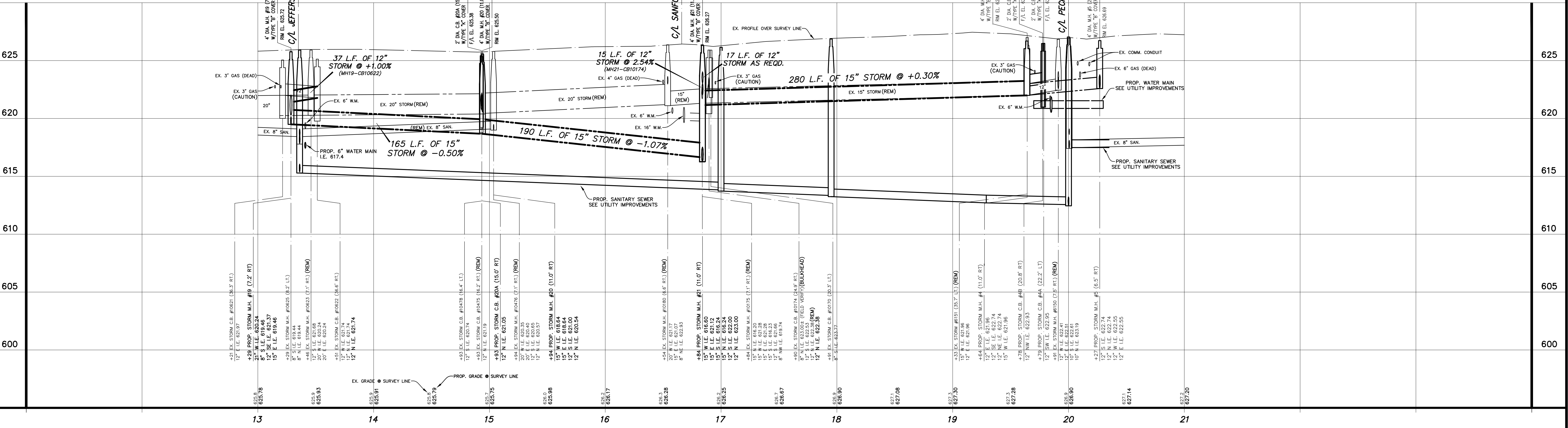
POINT NO.	NORTHING	EASTING	ELEVATION
418	633933.380	12622976.970	626.73
627	633932.704	12622845.970	627.52
628	633915.884	12623082.260	627.86
800	633989.053	12622863.590	626.74
801	633980.536	12622262.150	625.92

SEWER, BULKHEAD, 8"
NOTE: ABANDON 8" STORM BETWEEN
BULKHEAD AND M.H. #19

DR STRUCTURE, ABANDON
NOTE: REMOVE STRUCTURE TO A MINIMUM
OF 4 FEET BELOW GRADE & ABANDON
WITH FLOWABLE FILL



- SOIL EROSION
CONTROL LEGEND
- PROPOSED EROSION CONTROL
INLET PROTECTION FABRIC DROP
- PROPOSED
PAVEMENT LEGEND
- PROPOSED DRIVEWAY,
NONREIN. CONC. 6 INCH;
SIDEWALK RAMP, CONC. 6 INCH
OR SIDEWALK, CONC. 4/8 INCH
- NOTES: PROPOSED PAVEMENT ON
STREET & INTERSECTIONS
NOT SHADED FOR CLARITY.

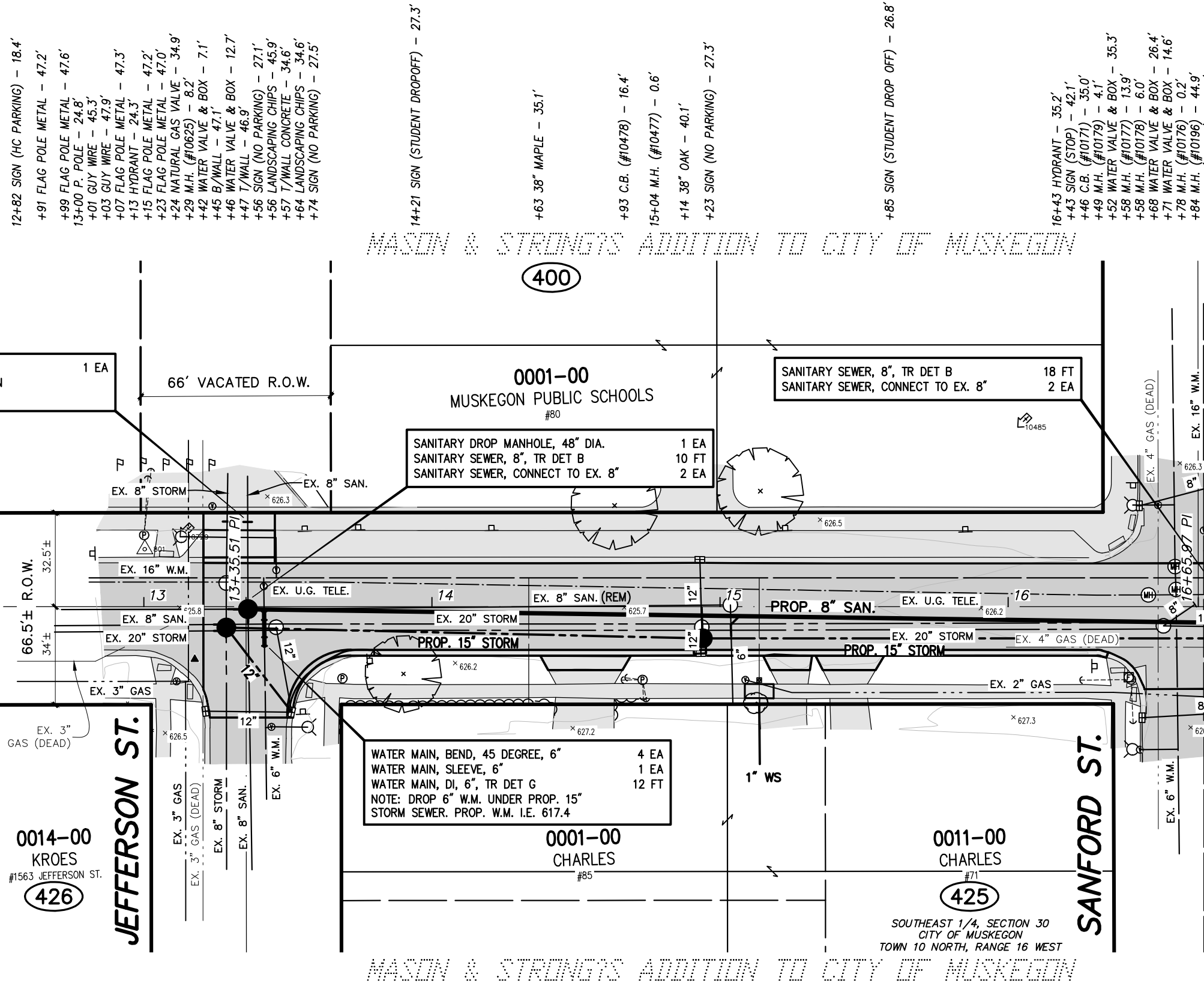


B.M. EL. 627.64
SOUTHERN AVENUE & JEFFERSON STREET,
25'±N & 25'±W OF C/L "X", TOP BOLT
TO HYDRANT UNDER "W" IN L&W

B.M. EL. 627.64
SOUTHERN AVENUE & SANFORD STREET,
60'±N & 60'±W OF C/L "X", AT SIGN TO
SCHOOL, SOUTH TOP CORNER OF CONCRETE

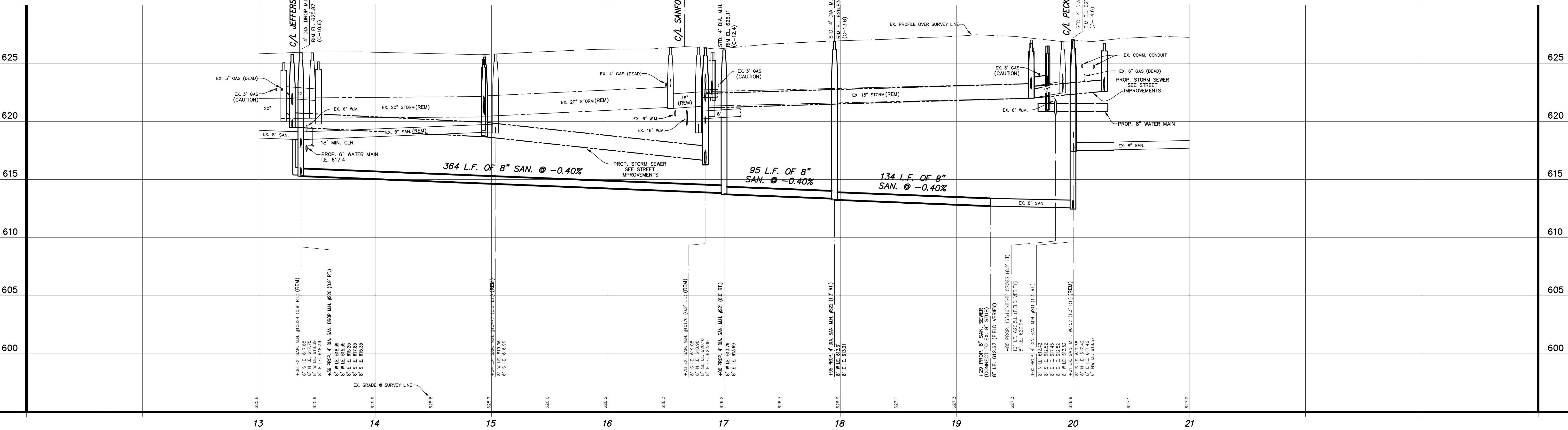
CONTROL POINT TABLE		
POINT No.	NORTHING	EASTING
618	633953.380	12622976.730
627	633922.704	12622845.970
628	633915.884	12623082.260
800	633989.053	12622863.590
801	633980.536	12622262.150

SEWER, BULKHEAD, 8"
NOTE: ABANDON 8" SAN BETWEEN
BULKHEAD AND M.H. #520

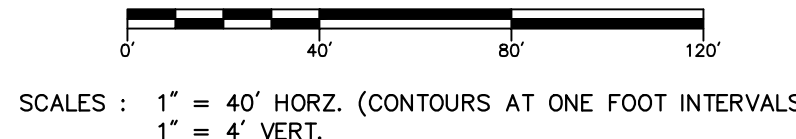


SOUTHERN AVENUE

(66'± RIGHT OF WAY WIDTH
29'-30' ASPHALT PAVEMENT WIDTH W/CURB & GUTTER)



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



NO.	REVISIONS	BY	DATE	DRAWN
1	BULLETIN No. 5	MRH	05/21	J.J.S.
				MAY '21
				M.R.H.
				MAY '21

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

CITY OF MUSKOGON
MUSKOGON COUNTY, MICHIGAN
UTILITY IMPROVEMENTS
SOUTHERN AVENUE

PROJECT NO.
2190730
SHEET NO.
31 OF 32

WATER SERVICE TOTALS THIS SHEET	
WATER SERVICE, CORPORATION STOP, 1 INCH	2 EA
WATER SERVICE, CURB STOP AND BOX, 1 INCH	2 EA
WATER SERVICE, 1 INCH	110 LF
WATER SERVICE RESTORATION, PRIVATE	4 EA

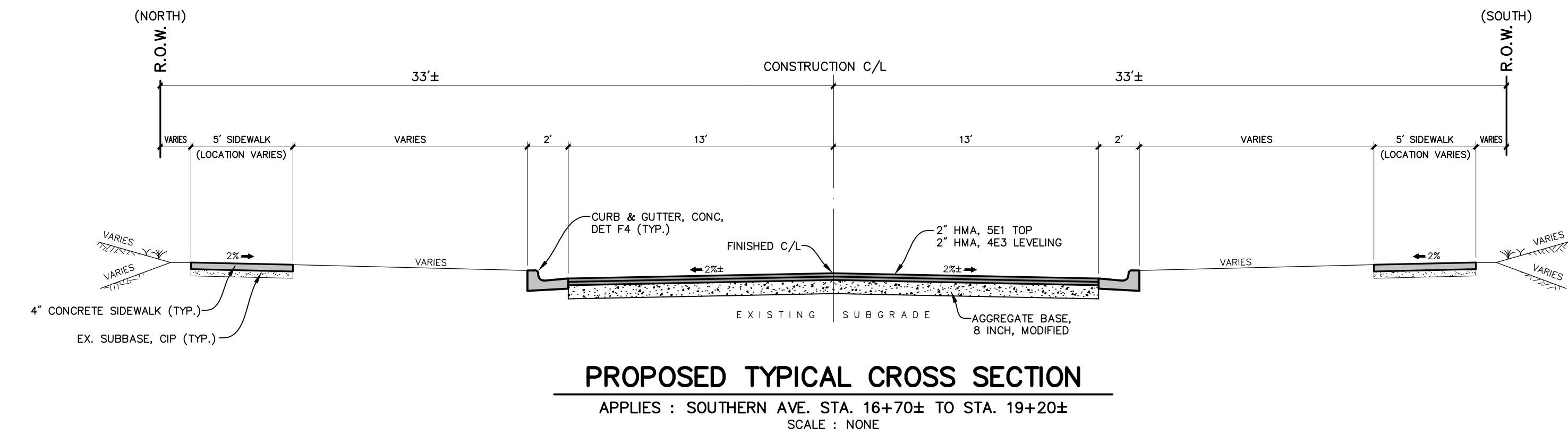
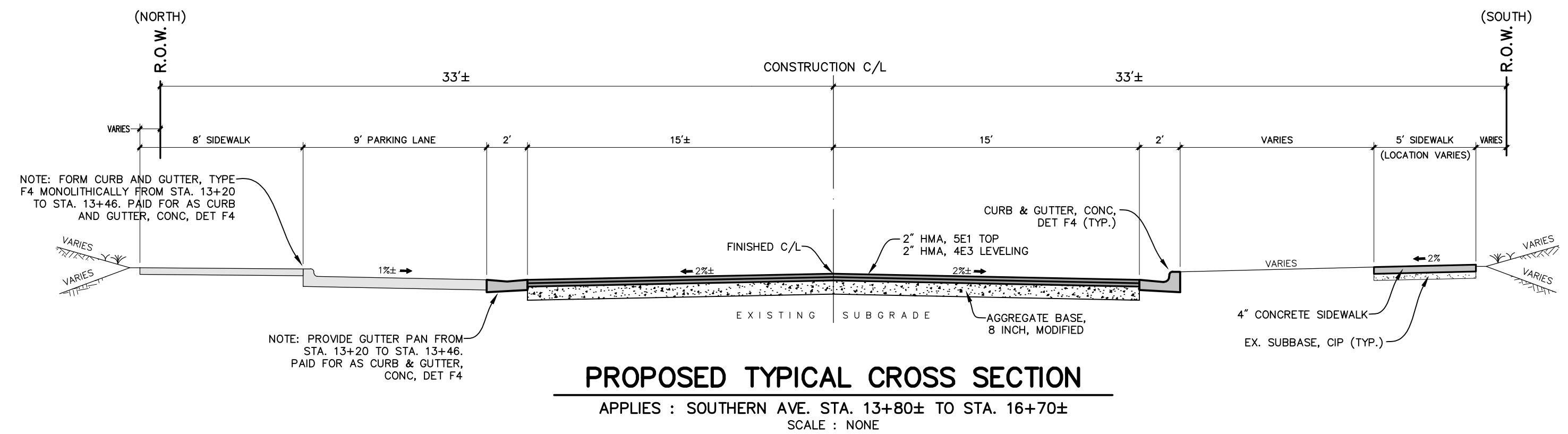
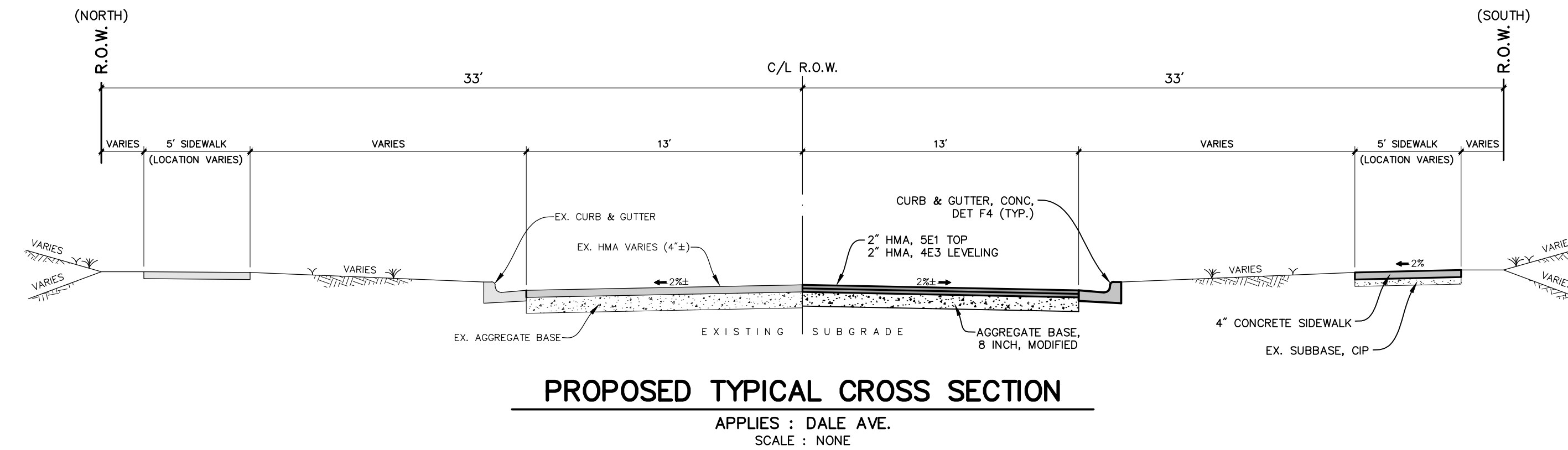
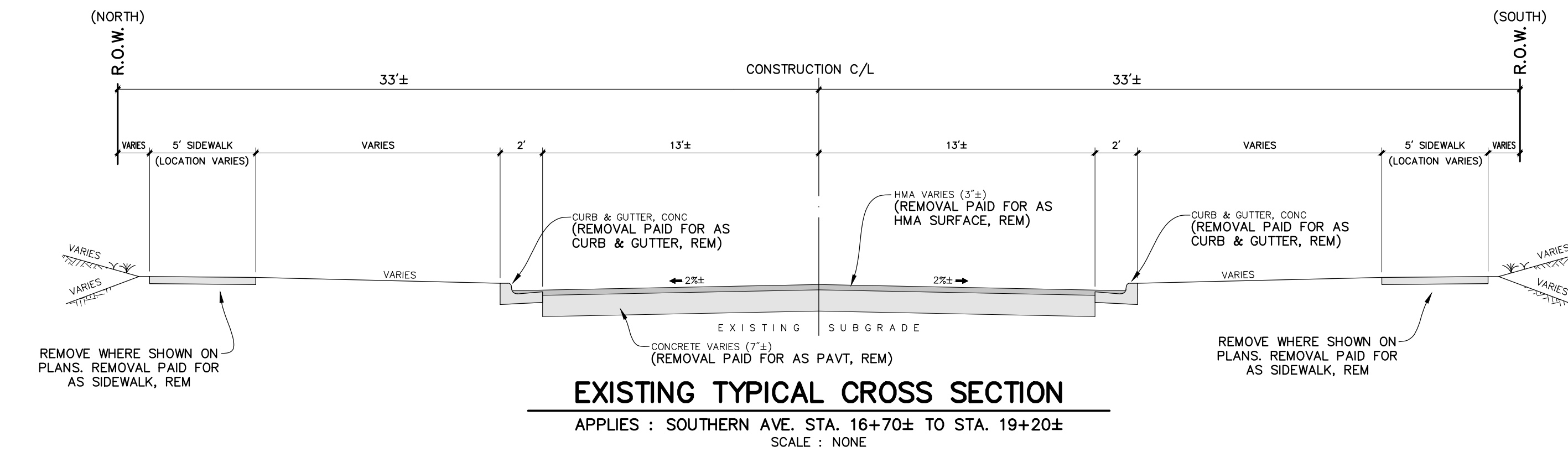
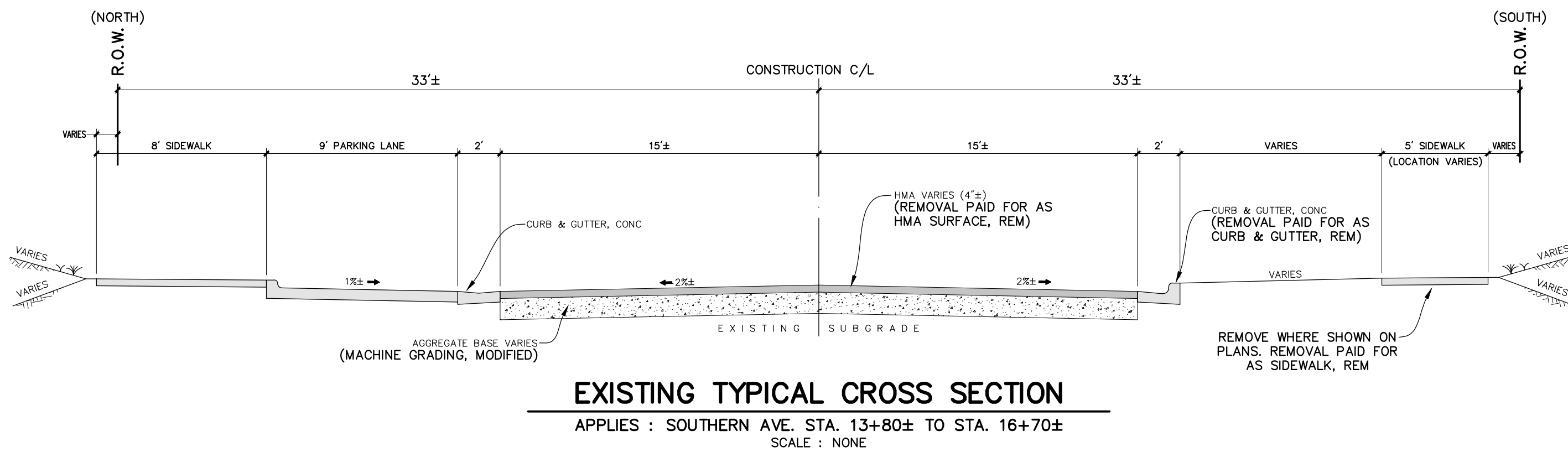
WATER SERVICE CONSTRUCTION NOTES

- WATER SERVICES SHOWN ON THE PLANS ARE LOCATED BASED ON RECORDS. ACTUAL LOCATION MAY BE DIFFERENT THAN SHOWN. ALIGNMENT OF EXISTING WATER SERVICES FROM THE CURB STOP BOX TO THE HOUSE IS UNKNOWN AND MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO REPLACEMENT.
- WATER SERVICES ARE TO BE REPLACED TO THE WATER METER IF THE METER IS LOCATED INSIDE THE RESIDENCE UNLESS NOTED OTHERWISE. WATER SERVICES TO BE REPLACED TO 18 INCHES INSIDE THE RESIDENCES IF THE METER IS LOCATED OUTSIDE. LOCATION OF ENTRY INTO THE RESIDENCE, AND PLUMBING REQUIRED TO CONNECT TO THE EXISTING METER SHALL BE APPROVED BY THE HOME OWNER AND ENGINEER PRIOR TO INSTALLATION. A NEW CURB STOP SHALL BE INSTALLED AT THE PROPERTY LINE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND COMMUNICATE WITH THE PROPERTY OWNER AND RESIDENT ENTRY INTO THE RESIDENCE.
- IF A METER PIT IS OUTSIDE THE RESIDENCE THEN THE METER PIT MUST BE REPLACED AT THE SAME LOCATION.
- CONTRACTOR TO COORDINATE WITH THE CITY FOR METER REMOVAL AND REINSTALLATION.

SANITARY SEWER CONSTRUCTION NOTES

- EXISTING SANITARY SEWER 12" OR LESS SHALL BE REMOVED COMPLETELY WITHIN THE PROJECT LIMITS WITH THE EXCEPTION OF THE 8" SANITARY SEWER AT STA. 13+36 CALLED OUT TO BE ABANDONED..
- ALIGNMENT & LOCATION OF EXISTING SANITARY SEWER LATERALS ARE FROM AVAILABLE RECORDS. EXACT LOCATION IS UNKNOWN. CONTRACTOR TO FIELD VERIFY LOCATION OF SANITARY LATERALS PRIOR TO INSTALLATION OF WYES.
- SANITARY SEWER LATERALS SHALL BE REPLACED TO THE PROPERTY LINE AND CONNECTED TO THE EXISTING LATERAL.

T:\CIVIL\PROJECTS\2190730\MUSKEGON\PROJECTS\DALE\2190730.DWG - JSMITH - May, 18, 2021 - 04:30pm - Prein&Newhof



NO.	REVISIONS	BY	DATE	DRAWN
1	BULLETINS No. 4 & No. 5	MRH	05/21	J.J.S.
				DATE MAR. '20
				CHECKED M.R.H.
				DATE MAR. '20

Prein&Newhof
Engineers•Surveyors•Environmental•Laboratory

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
STREET IMPROVEMENTS
TYPICAL CROSS SECTIONS

PROJECT NO.
2190730
SHEET NO.
32 OF 32

Estimate of Probable Cost

Owner:

City of Muskegon

Project Title:

Muskegon Public School Project - Southern Avenue and Dale Avenue

Date:

June 8, 2021

Project #:

2190730

Dale

Item

No.	Description	Quantity	Unit	Unit Price	Total Amount
<i>Southern Avenue - Jefferson to Sanford</i>					
6	Dr Structure, Rem	9	Ea	\$250.00	\$2,250.00
7	Sewer Rem, Less than 24 inch	490	Ft	\$7.00	\$3,430.00
9	Sewer, Abandon, Less than 20 inch	65	Ft	\$5.00	\$325.00
11	Curb and Gutter Rem	366	Ft	\$3.50	\$1,281.00
12	Pavt, Rem	320	Syd	\$5.50	\$1,760.00
13	HMA Surface, Rem	1,500	Syd	\$2.50	\$3,750.00
14	Sidewalk, Rem	40	Syd	\$5.00	\$200.00
16	Erosion Control, Inlet Protection, Fabric Drop	9	Ea	\$170.00	\$1,530.00
17	Machine Grading, Modified	3.8	Sta	\$2,500.00	\$9,500.00
18	Aggregate Base, 9 inch, Modified	1,500	Syd	\$12.00	\$18,000.00
19	HMA, 5E1	170	Ton	\$82.80	\$14,076.00
20	HMA, 4E3	170	Ton	\$81.98	\$13,936.60
22	Driveway, Nonreinf Conc, 6 inch	70	Syd	\$40.00	\$2,800.00
23	Curb and Gutter, Conc. Det F4	366	Ft	\$14.00	\$5,124.00
24	Sidewalk, Conc, 4 inch	150	Sft	\$3.00	\$450.00
26	Sidewalk Ramp, Conc, 6 inch	120	Sft	\$5.50	\$660.00
27	Detectable Warning Surface	10	Ft	\$48.00	\$480.00

<i>Item</i>					
<i>No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Amount</i>
28	Turf Restoration	3.8	Sta	\$500.00	\$1,900.00
31	Pavt Mrkg, Polyurea, 4 inch, Yellow	75	Ft	\$0.95	\$71.25
34	Pavt Mrkg, Polyurea, 6 inch Crosswalk, White	205	Ft	\$2.95	\$604.75
36	Pavt Mrkg, Polyurea, 18 inch, Stop Bar, White	50	Ft	\$7.50	\$375.00
41	Sanitary Manhole, 48 inch Dia	1	Ea	\$3,300.00	\$3,300.00
42	Sanitary Drop Manhole, 48 inch Dia	1	Ea	\$5,000.00	\$5,000.00
43	Sanitary Sewer, Wye, 8 inch x 6 inch	1	Ea	\$375.00	\$375.00
44	Sanitary Lateral, 6 inch	7	Ft	\$45.00	\$315.00
46	Sanitary Lateral, Connect to Ex.	1	Ea	\$150.00	\$150.00
47	Sanitary Sewer, Connect to Ex. 8"	4	Ea	\$950.00	\$3,800.00
51	Sanitary Sewer, CCTV	392	Ft	\$2.25	\$882.00
52	Sewer, Cl E, 12 inch, Tr Det B	89	Ft	\$50.00	\$4,450.00
53	Sewer, Cl E, 15 inch, Tr Det B	355	Ft	\$70.00	\$24,850.00
56	Sewer, Connect to Ex. 12"	1	Ea	\$650.00	\$650.00
57	Sewer, Connect to Ex. 15"	2	Ea	\$700.00	\$1,400.00
61	Dr Structure, 24 inch dia	1	Ea	\$1,000.00	\$1,000.00
62	Dr Structure, 48 inch dia	3	Ea	\$1,700.00	\$5,100.00
65	Dr Structure Cover, Type B	3	Ea	\$800.00	\$2,400.00
66	Dr Structure Cover, Type K	1	Ea	\$975.00	\$975.00
67	Dr Structure Cover Adj, Case 1	2	Ea	\$550.00	\$1,100.00
69	Water Main, DI, 6 inch, Tr Det G	12	Ft	\$70.00	\$840.00
74	Water Main, Bend, 45 Degree, 6 inch	4	Ea	\$700.00	\$2,800.00

<i>Item</i> <i>No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Amount</i>
79	Water Main, Sleeve, 6 inch	1	Ea	\$1,300.00	\$1,300.00
97	Valve Box, Adjust	3	Ea	\$485.00	\$1,455.00
101	Water Main, Rem	12	Ft	\$5.00	\$60.00
117	Sewer, Connect to Ex. 8"	1	Ea	\$575.00	\$575.00
Extra	Mobilization, Max 10% (Southern)	1	Lsum	\$32,332.00	\$32,332.00
Extra	Traffic Control (Southern)	1	Lsum	\$5,700.00	\$5,700.00
Extra	Minor Traffic Devices (Southern)	1	Lsum	\$2,325.00	\$2,325.00
Extra	Sanitary Sewer, 8", Tr Det B (Southern)	392	Ft	\$106.50	\$41,748.00
Extra	Sewer, CI E, 21 Inch, Tr Det B	8	Ft	\$150.00	\$1,200.00
Extra	Dr Structure, Tap, 12"	2	Ea	\$999.00	\$1,998.00
Extra	Dr Structure, Abandon	1	Ea	\$530.00	\$530.00
Extra	Sewer, Bulkhead, 8"	2	Ea	\$1,000.00	\$2,000.00
Extra	Sewer, Connect to Ex. 20"	1	Ea	\$925.00	\$925.00
Southern Avenue (Jefferson to Sanford) Subtotal:				\$234,038.60	

Southern Avenue - Sanford to Peck

7	Sewer Rem, Less than 24 inch	260	Ft	\$7.00	\$1,820.00
11	Curb and Gutter Rem	434	Ft	\$3.50	\$1,519.00
12	Pavt, Rem	760	Syd	\$5.50	\$4,180.00
13	HMA Surface, Rem	660	Syd	\$2.50	\$1,650.00
14	Sidewalk, Rem	20	Syd	\$5.00	\$100.00
17	Machine Grading, Modified	2.2	Sta	\$2,500.00	\$5,500.00
18	Aggregate Base, 9 inch, Modified	660	Syd	\$12.00	\$7,920.00
19	HMA, 5E1	80	Ton	\$82.80	\$6,624.00

<i>Item</i> <i>No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Amount</i>
20	HMA, 4E3	80	Ton	\$81.98	\$6,558.40
22	Driveway, Nonreinf Conc, 6 inch	90	Syd	\$40.00	\$3,600.00
23	Curb and Gutter, Conc. Det F4	434	Ft	\$14.00	\$6,076.00
24	Sidewalk, Conc, 4 inch	200	Sft	\$3.00	\$600.00
28	Turf Restoration	2.2	Sta	\$500.00	\$1,100.00
31	Pavt Mrkg, Polyurea, 4 inch, Yellow	90	Ft	\$0.95	\$85.50
41	Sanitary Manhole, 48 inch Dia	1	Ea	\$3,300.00	\$3,300.00
43	Sanitary Sewer, Wye, 8 inch x 6 inch	1	Ea	\$375.00	\$375.00
44	Sanitary Lateral, 6 inch	33	Ft	\$45.00	\$1,485.00
46	Sanitary Lateral, Connect to Ex.	1	Ea	\$150.00	\$150.00
51	Sanitary Sewer, CCTV	229	Ft	\$2.25	\$515.25
53	Sewer, Cl E, 15 inch, Tr Det B	280	Ft	\$70.00	\$19,600.00
102	Water Service, Corporation Stop, 1 inch	2	Ea	\$250.00	\$500.00
104	Water Service, Curb Stop and Box, 1 inch	2	Ea	\$300.00	\$600.00
106	Water Service, 1 inch	120	Ft	\$35.00	\$4,200.00
109	Water Service Restoration, Private	4	Ea	\$50.00	\$200.00
Extra	Sanitary Sewer, 8", Tr Det B (Southern)	229	Ft	\$106.50	\$24,388.50
Southern Avenue (Sanford to Peck) Subtotal:				\$102,646.65	

Item

No. Description Quantity Unit Unit Price Total Amount

Dale Avenue

6	Dr Structure, Rem	2	Ea	\$250.00	\$500.00
7	Sewer Rem, Less than 24 inch	60	Ft	\$7.00	\$420.00
8	Sewer Rem, 24 inch and Greater	30	Ft	\$10.00	\$300.00
11	Curb and Gutter Rem	330	Ft	\$3.50	\$1,155.00
12	Pavt, Rem	46	Syd	\$5.50	\$253.00
13	HMA Surface, Rem	622	Syd	\$2.50	\$1,555.00
14	Sidewalk, Rem	22	Syd	\$5.00	\$110.00
16	Erosion Control, Inlet Protection, Fabric Drop	4	Ea	\$170.00	\$680.00
17	Machine Grading, Modified	3.3	Sta	\$2,500.00	\$8,250.00
18	Aggregate Base, 9 inch, Modified	622	Syd	\$12.00	\$7,464.00
19	HMA, 5E1	72	Ton	\$82.80	\$5,961.60
20	HMA, 4E3	72	Ton	\$81.98	\$5,902.56
22	Driveway, Nonreinf Conc, 6 inch	46	Syd	\$40.00	\$1,840.00
23	Curb and Gutter, Conc. Det F4	330	Ft	\$14.00	\$4,620.00
24	Sidewalk, Conc, 4 inch	100	Sft	\$3.00	\$300.00
26	Sidewalk Ramp, Conc, 6 inch	95	Sft	\$5.50	\$522.50
27	Detectable Warning Surface	5	Ft	\$48.00	\$240.00
28	Turf Restoration	3.3	Sta	\$500.00	\$1,650.00
52	Sewer, Cl E, 12 inch, Tr Det B	56	Ft	\$50.00	\$2,800.00
56	Sewer, Connect to Ex. 12"	2	Ea	\$650.00	\$1,300.00
62	Dr Structure, 48 inch dia	1	Ea	\$1,700.00	\$1,700.00
63	Dr Structure, 60 inch dia	4	Ea	\$3,400.00	\$13,600.00

Item

<i>No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Amount</i>
64	Rebuild Dr Structure, 60 inch dia	-1	Ea	\$4,000.00	-\$4,000.00
65	Dr Structure Cover, Type B	5	Ea	\$800.00	\$4,000.00
66	Dr Structure Cover, Type K	1	Ea	\$975.00	\$975.00
115	Sewer, C1 E, 10 inch, Tr Det B	8	Ft	\$45.00	\$360.00
118	Sewer, Connect to Ex. 10"	1	Ea	\$600.00	\$600.00
Extra	Dr Structure, Doghouse, 84 inch Dia	1	Ea	\$9,818.51	\$9,818.51
Extra	Sewer, C1 E, 36 inch, Tr Det B	719	Ft	\$129.61	\$93,189.59
Extra	Sewer, Bulkhead, 12 inch	3	Ea	\$375.00	\$1,125.00
Extra	Sewer, Connect to Ex. 36"	1	Ea	\$1,250.00	\$1,250.00
Dale Avenue Subtotal:					\$168,441.76
Southern Avenue (Jefferson to Sanford) Subtotal:					\$234,038.60
Southern Avenue (Sanford to Peck) Subtotal:					\$102,646.65
Total Project Construction Cost:					\$505,127.01

March 23, 2021
2190730

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

RE: Peck Street and Muskegon Public Schools Revisions

Dear Leo:

At your request we have prepared the following proposal for three revisions that you have requested for the Peck Street project. The cost for the Arthur revision is based on actual costs spent to complete the revisions, the other two items are based on the information provided by you to us for the scope of work.

Arthur Street Redesign:

After bids were received the City requested a realignment of the Arthur/Peck intersection. This revision has been completed and is awaiting final Change Order pricing from the Contractor. With this revision we also included the necessary plan revisions to revise the Southern and Peck Street intersection to be a four way stop per your request. The total fee for this work is \$4,500.

Southern Avenue Sanitary Sewer Extension:

The Muskegon Public Schools has requested that the 8-inch sanitary sewer extending through the vacated Jefferson Street right-of-way be rerouted so that it no longer extends north of Southern Avenue. This will allow for an addition to the high school to be completed. At your request we have prepared a fee to complete the design and construction phase for extending a new 8-inch sanitary sewer from Peck Street to Jefferson Street on Southern Avenue. This will intercept the Jefferson Street sewer and send it north into the new Peck Street sanitary sewer. This work will require full reconstruction of the roadway of Southern Avenue from Peck to Sanford Street as well as replacement of the existing storm sewer in this block. Our proposal includes topographic survey, design, permitting, drafting, two weeks of full-time construction observation and construction phase administration to add this project to the Peck Street project. This fee is not set up to provide a standalone project outside the current Peck Street project. Our proposed fee for this work is \$34,700.

The construction work for this sewer would require closing Sanford Street, which is the detour route for the Peck Street project. We will have to work with the Contractor to open Peck Street for a time to allow this work to be completed prior to the school year. We have estimated the construction cost to be approximately \$233,000.

Dale Avenue Storm Sewer:

The Muskegon Public Schools has requested that the 36-inch storm sewer extending through the Clinton Street right-of-way be rerouted to allow for construction of a proposed middle school building. At your request we have prepared a proposal to complete design and construction phase services for this project to reroute the 36-inch storm from Clinton Street west on Dale Avenue to Peck Street, and then south on Peck Street to Larch Avenue.

Mr. Evans
March 23, 2021
Page 2

Our proposal includes topographic survey, design, drafting, two weeks of full-time construction observation, and construction phase administration to add this project to the Peck Street project. This fee is not set up to provide a standalone project outside the current Peck Street project. Our proposed fee for this work is \$31,800.

We have estimated the construction cost for the Clinton Street storm sewer reroute to be approximately \$242,000.

The summary of the proposed fee amendment is:

Arthur Redesign:	\$4,500
Southern Sanitary Sewer:	\$34,700
<u>Dale Storm Sewer:</u>	<u>\$31,800</u>
Total:	\$71,000

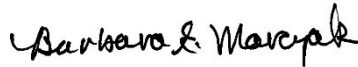
If approved, we will forward you a Professional Services Agreement Amendment for the proposed work. If you have any questions or wish to discuss this further, please let us know.

Sincerely,

Prein&Newhof



Matthew R. Hulst, P.E.



Barbara E. Marczak, P.E.

C: Dave Baker, City of Muskegon

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22, 2021	Title: Traffic Control Order – Isabella & Oak Grove
Submitted By: Doug Sayles/Leo Evans	Department: Traffic/Engineering
Brief Summary: Approval of Traffic Control Order #69-(2021) for the installation of “Yield Signs” on the Northwest and Southeast corners of Isabella Avenue at Oak Grove Street.	
Detailed Summary: To approve the submitted Traffic Control Order, #69-(2021) and authorize staff to install “Yield Signs” on the Northwest and Southeast corners of Isabella Avenue at Oak Grove Street.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the installation of “Yield Signs” at the Northwest and Southeast corners of Isabella Avenue at Oak Grove Street, per the submitted Traffic Control Order #69-(2021).	
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

Traffic Control Order

No. 69-(2021)

The following regulatory sign(s) shall be Installed/Removed at/from the location(s) specified below under location in accordance with the Michigan Manual of Uniform Traffic Control.

Device/Regulatory Sign(s) to be Installed/Removed: *Installation of "Yield Signs" at the Northwest and Southeast corners of Isabella Avenue at Oak Grove Street*

Location: *Isabella Avenue @ Oak Grove Street*

Recommendation:

_____ Date: ____/____/____
Director of Public Works

_____ Date: ____/____/____
Police Chief

_____ Date: ____/____/____
City Manager

Commission Approval (required for Permanent TCO only):

_____ Date: ____/____/____
Commission Action #

Installation/removal

Date assigned: ____/____/____

By: _____
Traffic Supervisor

Date completed: ____/____/____

By: _____
Traffic Department Employee

☐ **Temporary**; does not require Commission Action, good for 90-days from Installation/Removal Date.

☐ **Permanent**; requires Commission Action

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22, 2021	Title: Traffic Control Order
Submitted By: Doug Sayles/Leo Evans	Department: Traffic/Engineering
Brief Summary: Rescind Traffic Control Order #15-(2014) and approval of Traffic Control Order #70-(2021).	
Detailed Summary: To rescind Traffic Control Order #15-(2014) which established the boundaries of the downtown area that can be designated for 2-Hour Parking. To approve the submitted Traffic Control Order, #70-(2021) which establishes new boundaries for the downtown area that can be designated for 2-Hour Parking. The revision moves the NE boundary from Terrace Street to Pine Street allowing for 2-Hour Parking to be installed along Pine Street in the business areas.	
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 rescind Traffic Control Order #15-(2014) and approve Traffic Control Order #70-(2021).	
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

Traffic Control Order

No. 15-(2014)

The following regulatory sign(s) shall be Installed/Removed at/from the location(s) specified below under location in accordance with the Michigan Manual of Uniform Traffic Control.

Device/Regulatory Sign(s) to be Installed/Removed: *Install 2-hour parking limit signage from 8:30am-5:30pm, where permissible to install, in the specified downtown areas bordering 7th Street up to Terrace Street and from Shoreline Drive to Muskegon Avenue with the exception of 1st Street from Morris to Western (which is already designated ½ hour parking from 7am to 9pm in front of the Post Office).*

Location: *7th Street up to Terrace Street and from Shoreline Drive to Muskegon Avenue (with the exception of 1st Street between Morris and Western Avenue).*

Recommendation:

_____ Date: ____/____/____
Director of Public Works

_____ Date: ____/____/____
Police Chief

_____ Date: ____/____/____
City Manager

Commission Approval (required for Permanent TCO only):

_____ Date: ____/____/____
Commission Action #

Installation/removal

Date assigned: ____/____/____

By: _____
Traffic Supervisor

Date completed: ____/____/____

By: _____
Traffic Department Employee

☐ **Temporary**; does not require Commission Action, good for 90-days from Installation/Removal Date.

☐ **Permanent**; requires Commission Action

City of Muskegon

Traffic Control Order

No. 70-(2021)

The following regulatory sign(s) shall be Installed/Removed at/from the location(s) specified below under location in accordance with the Michigan Manual of Uniform Traffic Control.

Device/Regulatory Sign(s) to be Installed/Removed: *Installation of "2-Hour Parking Signs" from 8:30am to 5:30pm, in specified downtown areas bordering 7th Street to Pine Street and from Shoreline Drive to Muskegon Avenue, with the exception of 1st Street from Morris to Western Avenue.*

Location: *7th Street to Pine Street and Shoreline Drive to Muskegon Avenue.*

Recommendation:

Director of Public Works Date: ____/____/____

Police Chief Date: ____/____/____

City Manager Date: ____/____/____

Commission Approval (required for Permanent TCO only):

Commission Action # Date: ____/____/____

Installation/removal

Date assigned: ____/____/____

By: _____
Traffic Supervisor

Date completed: ____/____/____

By: _____
Traffic Department Employee

☐ **Temporary;** does not require Commission Action, good for 90-days from Installation/Removal Date.

☐ **Permanent;** requires Commission Action

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22 nd , 2021	Title: Michigan & Franklin – Change Order #002
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is seeking approval of Change Order #002 to the Michigan & Franklin Construction Project (202-92003) with Wadel Stabilization.	
Detailed Summary: The majority of work on this change order is a staff recommendation to replace the southern curb and gutter and mill and resurface Webster Avenue between 8th and 9th Streets. This area of Webster was an excellent condition roadway that required multiple pavement patches be installed to accommodate the new housing development on this block. Ordinarily the work for a water/sewer service would only be replaced with a square patch, however given the excellent condition of Webster Avenue prior to this work and the extent of the patching necessary staff desires to mill and resurface the entire block as well as replace the curb line to preserve the excellent condition of this roadway. Wadel Stabilization through their existing contract for work on Michigan and Franklin has the equipment and the subcontractors necessary to complete this work in the most economical and expedient fashion and as such staff approached them to provide pricing for this work under the change order provisions of the purchasing policy. Webster Avenue is also classified as a major street meaning that the funds drawn for this work would come from the same account as the funds drawn for Michigan/Franklin. This change order exceeds the limits for approval at the staff level and requires commission consideration. In addition the Michigan and Franklin project will require one additional change order in the near future to final balance all quantities and items of work completed on the project which will also be brought before the Commission. Change Order #001 for this project was approved at the staff level for approximately \$13K to replace several water valves that were found to be broken and non-functioning during the course of the project and required replacement. As this work was not originally included in the original project budget for Michigan and Franklin (92003) a future reforecast of that project will be needed to accommodate this change order.	
Amount Requested: \$35,005.00	Amount Budgeted: \$0 (21/22 1 st Quarter Reforecast)

Fund(s) or Account(s): 202-92003	Fund(s) or Account(s): 202-92003
Recommended Motion: Authorize staff to approve Change Order #002 with Wadel Stabilization on Project 92003 in the amount of \$35,005.00	
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
DETAILED CONTRACT CHANGE REQUEST

CONTRACTOR		CONTRACT						DATE	6/15/2021
Wadel Stabilization, Inc. 2500 Oceana Dr. Hart, MI 49420		MICHIGAN AVE AND FRANKLIN STREET H-92003						CHANGE ORDER No. 2	
ITEM OF WORK DESCRIPTION, REASON, LOCATION OF CHANGE		UNIT OF MEASURE	QUANTITY PROPOSAL	QUANTITY AS BUILT	QUANTITY INCREASE +	QUANTITY DECREASE -	UNIT COST	AMOUNT INCREASE	AMOUNT DECREASE
79	45 DEG BEND, 6 INCH, USED ON HYD LEAD AT, 2+05 RT	EA	0	2	2		\$440.00	\$880.00	\$0.00
80	CURB & GUTTER, REM (CHANGED GRADES AT KNOLLS LOADING DOCK AT MICHIGAN & HUDSON DUE TO PROBLEMS WITH TRUCKS ENTERING STEEP RAMP INSIDE BUILDING)	FT	0	25	25		\$10.00	\$250.00	\$0.00
81	Remove and replace curb on Webster, 8th to 9th, south side only	LSUM	0	1	1		\$14,875.00	\$14,875.00	\$0.00
82	Mill 1.5" and re-pave 1.5" HMA on Webster, 8th to 9th, full road width, cross walk to cross walk	LSUM	0	1	1		\$19,000.00	\$19,000.00	\$0.00



CHANGE REQUEST EFFECTIVE DATE: _____

TOTALS \$35,005.00 \$0.00

ORIGINAL CONTRACT PRICE:	\$829,357.35
REVISED CONTRACT PRICE(CO1)	\$842,826.86
NET +/-	\$35,005.00
REVISED CONTRACT PRICE:	\$877,831.86

ENGINEERING DEPARTMENT		CONTRACTOR APPROVAL	CITY OF MUSKEGON APPROVAL
		AUTHORIZED REPRESENTATIVE AND DATE	AUTHORIZED REPRESENTATIVE AND DATE
PREPARED BY	DATE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22 nd , 2021	Title: Peck Street – Change Order #002
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is seeking approval of Change Order #002 to the Peck Street Construction Project (590/591-92010) with Kammina & Roodvoets.	
Detailed Summary: Multiple telephone conduits owned by Frontier Communications have been encountered to date on the Peck Street project that required additional work to accommodate and continue construction. In many instances the conduit banks were in locations different than indicated by Frontier Communications during design, and there was a previously unknown conduit duct that was discovered during construction which required substantial work to partially remove and preserve the live telephone cables. Staff plans to pursue reimbursement for a portion of the costs from Frontier Communications. Change Order #001 included several small items and was approved at the staff level.	
Amount Requested: \$58,475.07	Amount Budgeted: \$251,161.23 (Remaining Contingency)
Fund(s) or Account(s): 202/590/591-92010	Fund(s) or Account(s): 202/590/591-92010
Recommended Motion: Authorize staff to approve Change Order #002 to Project 92010 in the amount of \$58,475.07 for the additional work required to accommodate the Frontier Communications telephone ducts located within the roadway.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CHANGE ORDER NO.: 2

Owner: City of Muskegon Owner's Project No.: 92010
 Engineer: Prein&Newhof Engineer's Project No.: 2190730
 Contractor: Kamminga & Roodvoets Contractor's Project No.:
 Project: Street and Utility Improvements - Peck Street: Laketon to Merrill
 Date Issued: 5/11/2021 Effective Date of Change Order: 5/11/2021

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

Description:

Extra items required due to Frontier utility conflicts:

- Hand chipping of the Frontier conduit bank and salvage of existing conduit
- Removal of abandoned Frontier conduit bank
- 18-inch storm sewer replacement and relocation

Attachments:

- Contract Modification Summary
- Frontier Duct Bank, Hand Chipping Pricing

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>3,481,438.91</u>	Original Contract Times: Milestone 1: <u>June 30, 2021</u>
Increase from previously approved Change Orders No. 1 to No. 1: \$ <u>10,414.77</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Milestone 1: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>3,491,853.68</u>	Contract Times prior to this Change Order: Milestone 1: <u>June 30, 2021</u>
Increase this Change Order: \$ <u>58,475.07</u>	[Increase] [Decrease] this Change Order: Milestone 1: <u>3 days</u>
Contract Price incorporating this Change Order: \$ <u>3,550,328.75</u>	Contract Times with all approved Change Orders: Milestone 1: <u>July 6, 2021</u>

Recommended by Engineer (if required)

By: _____
 Title: Project Manager
 Date: _____

Authorized by Owner

By: _____
 Title: Director of Public Works
 Date: _____

Accepted by Contractor

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____



Contract Modification

Prein&Newhof

5/11/2021 2:23 PM

FieldManager 5.3c

Contract: _2190730, Peck Street

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Electronic File Created	Net Change	Awarded Contract Amount
2		5/11/2021	No	\$58,475.07	\$3,481,438.91
Route		Managing Office		District	Entered By
		PN Muskegon		0	Tyler A DeNooyer
Contract Location					
City of Muskegon					

Short Description

CO 2

Description of Changes

Extra items required due to Frontier utility conflicts:

- Hand chipping of the Frontier conduit bank and salvage of existing conduit
- Removal of abandoned Frontier conduit bank
- 18-inch storm sewer replacement and relocation

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Sewer, CI E, 18 inch, Tr Det B	8507001	0054	0270	2190730	001	Original	567.000	Ft	72.00000	\$40,824.00

Reason: CO 2

Total Dollar Value: \$40,824.00

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
_ Frontier Duct Bank, Hand Chipping	8507001	0159	0655	2190730	001	Extra	489.000	Ft	10.63000	\$5,198.07

Reason: CO 2

_ Frontier Duct Bank, Rem	8507001	0164	0660	2190730	001	Extra	1,779.000	Ft	7.00000	\$12,453.00
---------------------------	---------	------	------	---------	-----	-------	-----------	----	---------	-------------

Reason: CO 2

Total Dollar Value: \$17,651.07

Contract: _2190730

Cont. Mod.: 2

Page 1 of 2



Contract Modification

Prein&Newhof

5/11/2021 2:23 PM

FieldManager 5.3c

Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
2190730	Peck Street	0	CNST			
	001 SRF/DWRF Eligible					\$58,475.07
Total:						<u>\$58,475.07</u>
Total Net Change Amount:						<u>\$58,475.07</u>

Tyler DeNooyer

From: Adam Khodl <khodlad@kandrinc.com>
Sent: Tuesday, May 4, 2021 5:02 PM
To: Tyler DeNooyer
Cc: Matthew R. Hulst; Brad Kreider
Subject: Hand Chipping Duct Bank pricing

Good evening Tyler,

We have come up with a price for the unexpected duct bank requiring hand chipping and salvaging the live phone line. That price is \$10.63/LF. Our quantity for that work is 489 LF. Please let me know if you have any questions. Thank you



Adam Khodl, Project Manager
Kamminga and Roodvoets Inc.
Phone: (616)949-0800 Ext. 140
Cell: (616)-437-6764
Fax: (616) 949-1894

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 6/22/2021	Title: Equipment Purchase
Submitted By: Joe Buckingham	Department: DPW/Equipment
Brief Summary: The Equipment Division is requesting permission to purchase one (1) Set of Rotary Post Hoists from American Hoist and Lube, the lowest qualified bidder. This hoist is used for lifting our heavy trucks for service.	
Detailed Summary:	
Amount Requested: \$39,265.59	Amount Budgeted: \$39,265.59
Fund(s) or Account(s): Equipment fund	Fund(s) or Account(s): 661-60932-5720
Recommended Motion: Authorize staff to move forward with purchase.	
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 22, 2021	Title: Fire Barn Museum Exhibit
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Renewal of Yearly Long-term loan of the 1923 LaFrance Fire Engine and attached equipment in the Fire Barn Museum Exhibit	
Detailed Summary: Renewal of Yearly Long-term loan for Fire Barn Museum Exhibit holding the 1923 LaFrance Fire Engine and attached equipment. Renewal due June 30, 2021 expiring on June 30, 2022. Lakeshore Museum Center agrees to provide insurance coverage, (see attached).	
Amount Requested: \$0	Amount Budgeted:\$0
Fund(s) or Account(s): \$0	Fund(s) or Account(s):\$0
Recommended Motion: Approval of renewing the loan of the 1923 LaFrance Fire Engine and attached equipment for the upcoming year, expiring June 30, 2022 with the Lakeshore Museum Center agreeing to provide insurance coverage.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



Loan Agreement

Incoming Loan for Exhibit

Loan# 41

Name: City of Muskegon

Phone: 231-724-6955

Address: 980 Jefferson Street

City, State Zip: Muskegon MI 49443

Start Date: Renewal 6-30-2021

Email: jeff.lewis@shorelinecity.com

End Date: Yearly review and renewal on
6-30-2022

For Use in: Fire Barn Museum Exhibit

The objects listed below and on any attached sheets are on loan subject to the conditions printed on the reverse.

Detailed description of items:

Long-term Loan for Fire Barn Museum Exhibit

1923 LaFrance Fire Engine and attached equipment

See reverse for terms and conditions.

Insurance Coverage Lakeshore Museum Center agrees to provide insurance coverage, see attached documentation.

The object(s) described above have been received by the Lakeshore Museum Center as a loan for exhibit, subject to the conditions on the reverse of this form. I acknowledge that I have read and agree to the conditions accompanying this form and certify that I have the authority to enter into this loan agreement.

Lender Signature: _____ **Date:** _____

LMC Representative: B. Nemethy **Date:** 6/3/2021

Returned to Lender:

I acknowledge that the object(s) described above have been returned in satisfactory condition and hereby release the Lakeshore Museum Center from any further responsibility for their care.

Lender Signature: _____ **Date:** _____

LMC Representative: _____ **Date:** _____

Lakeshore Museum Center, 430 West Clay Avenue, Muskegon, MI 49440

Phone 231.722.0278 • Fax 231.728.4119 • Email: info@lakeshoremuseum.org • www.lakeshoremuseum.org

Loan Terms and Conditions

Incoming Loan for Exhibit

Special Terms and Conditions – 1923 LaFrance Fire Engine, Lender City of Muskegon

Care and Preservation

1. The Lakeshore Museum Center (LMC) agrees to exercise reasonable care of the truck and will do what is reasonably necessary to preserve it in as good a condition as when received – with the exception of deterioration due to age and wear and tear due to approved use of truck for education and special event hands on use, and general maintenance.
2. City of Muskegon agrees to allow the LMC to keep the truck in operating condition and maintain or replace any components, including tires, brakes or other mechanical systems, as well as clean the truck. The City of Muskegon allows the LMC to do whatever maintenance is necessary to keep the truck operational without approval. However, the LMC is under no obligation to keep the truck in working condition or complete general maintenance, but will do so only as LMC budget allows.
3. City of Muskegon and Fire Department agree that the truck is available for hands on interaction with the public under the supervision of LMC staff – including but not limited to allowing the public to sit in the driver's seat, stand on running boards and other surfaces available for such use in normal operating conditions. Members of the public will not be allowed to operate the truck or be in physical contact with it while in motion.
4. City of Muskegon agrees that LMC staff or approved contractors may drive the truck – including but not limited to community events, parades, educational programming, and while performing general maintenance.
5. City of Muskegon and/or Fire Department personnel will cooperate to start engine or move vehicle outside of LMC Fire Barn Museum property for special events or the facilitate City of Muskegon/Fire Department maintenance activities. LMC requests a 30 day notice if possible before these activities occur.
6. In the event of damage to the objects while on loan, LMC will notify the Lender as soon as possible.
7. City of Muskegon/Fire Department personnel are welcome during business hours or at some other mutually agreed upon time to come onto Museum premises to service the truck, and if desired by both parties, to keep it in operating condition.
8. Any expense associated with keeping the truck in operating condition or any other work on truck, is the responsibility of the party who is pursuing the maintenance.

Insurance

1. LMC agrees to insure under its contents insurance policy for an amount not less than \$40,000. LMC shall have no liability for destruction or diminution in value of the truck above and beyond the insurance coverage.

Ownership and Lender Contact Information

1. Lender is responsible for updating address and contact information with LMC for the duration of the loan.
2. LMC may periodically renew the loan to keep current with responsible parties within City of Muskegon and Fire Department Management.

Return of Loans

1. LMC will arrange for return of Loaned objects within 30 days of the End Date indicated on this Loan form.
2. Loans left unclaimed more than one year from the End Date will be considered an unrestricted gift to the Lakeshore Museum Center and will be disposed of according to LMC policies. Lenders are referred to the Michigan Disposition of Property Act and the Uniform Unclaimed Property Act as relevant statutes.
3. LMC is not required to exhibit any loaned object. If an object is not selected for exhibit LMC will arrange to return objects to Lender.

Credit and Photography of Loaned Objects

1. LMC may photograph objects and the photographs may be reproduced for exhibit materials, publicity materials and relevant publications. The Lender may be identified in publications or exhibit material unless he/she requests anonymity.
2. Loaned objects may be photographed by the general public while on exhibit unless prohibited in writing by the Lender.

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

GENERAL FLOATER COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: **EPP 048 14 41**

Named Insured is the same as it appears in the Common Policy Declarations

TYPE OF COVERAGE

☐ Broad ☒ Special

COVERED PROPERTY

Description	Limit of Insurance	Ded.
KAWASAKI MULE UTV	10,649	250
1923 LAFRANCE FIRE ENGINE	50,000	250
JLG MANLIFT	90,000	250

☒ Miscellaneous items are subject to a maximum limit of \$ **50,000** per any one item.

DEDUCTIBLE

The deductible amount is \$500 unless otherwise stated \$ **SEE ABOVE**

FORMS AND / OR ENDORSEMENTS APPLICABLE TO GENERAL FLOATER COVERAGE

MA102 11/85 GENERAL FLOATER--SPECIAL COVERAGE FORM
CM0111 10/91 MICHIGAN CHANGES
MA135 11/99 COMMERCIAL INLAND MARINE CONDITIONS
MA411 02/88 LOSS PAYABLE PROVISIONS
MA437 02/92 AMENDATORY ENDORSEMENT

LOSS PAYEE (if any)

JLG MANLIFT
CLOVERDALE EQUIPMENT CO
7175 ENTERPRISE DR
NORTON SHORES, MI 49456-8609

SPECIAL PROVISIONS (if any)

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 15, 2021	Title: Request for Proposal Approvals
Submitted By: Oneata Bailey	Department: Community and Neighborhood Services
Brief Summary: This request/proposal is from AgeWell Services of West Michigan (AgeWell Services) to offer Food Assistance for our citizens in need of resources as a response to the Covid-19 Pandemic. Families in need who are low-income households who have a potential food shortage this summer. (Applications attached)	
Detailed Summary: AgeWell Services financial assistance - \$ 50,000.00 3 points of activities to share food resources.	
Amount Requested: \$ 50,000.00	Amount Budgeted: \$ 50,000.00
Fund(s) or Account(s): CDBG -CV 2020	Fund(s) or Account(s):
Recommended Motion: To approve the Agreement with AgeWell Services	
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
COMMUNITY AND NEIGHBORHOOD SERVICERS
PROGRAM SUMMARY**

1. Service Mix: Indicate the mix or type of services to be provided.

Type of services to be provided are healthy food distribution and food access through frozen meals and produce boxes.

2. Total Project Costs:

CDBG Funds	\$ <u>50,000.00</u>
Other Funds	\$ <u>0.00</u>
Total Funds	\$ <u>50,000.00</u>

3. Funding Sources: List below other funding sources and amounts of funds for this project.

There are no additional funding sources for this project.

4. Project Service Area: List below the geographic areas (see map) the agency intends to serve through this project. In the event this project includes capital improvements, please indicate its location on the current City area map, estimated number of persons and indicate percent of service rendered and the area denoted by numbers on map.

Specific service area locations are Muskegon Farmer's Market, Muskegon YMCA (twice), Marsh Field in East Muskegon, Muskegon Housing Commission.

5. Estimate the number and percent of lower income persons served by this project. Please specify by income category and household size. Following provides income categories and household size. Income category: extremely low (0-30% AMI), very low (31-50% AMI), low (51-80% AMI), and Household size: elderly household, single household, small family 2-4, large family 5 or more. If this question is not applicable to your organization/agency please specify. (see attached income guidelines)

1,166 residents will reserve meal bundle(s) and produce boxes.

We are unable to estimate the household size or lower income persons served by this project at this time. This is the first time we're collaborating this way; however, below are details for our Muskegon County participants for Meals on Wheels and Lunch & Activity Centers between Oct 1, 2019 – Sep 30, 2020. Please note that both include all funding sources (grants and contracts); please note that this is a pandemic year, so numbers might be atypical for both food programs.

	2019 U.S. Census Bureau Median Income for Muskegon	Extremely Low (0 - 30% AMI)	Very Low (31 - 50% AMI)	Low (51 - 80% AMI)	Total low to extremely low AMI
AMI Calculation		Less than \$9,730	\$10,054 - \$16,217	\$16,218 - \$25,946	
Meals on Wheels	\$ 32,433	19%	23%	27%	69%
Lunch & Activity Centers		5%	30%	14%	49%

6. Please provide your agency's most recent annual budget and audit if applicable.

See attached FY2021 annual budget (Oct 1, 2020 – Sep 30, 2021) and FY1920 audit (Oct 1, 2019 – Sep 30, 2020).

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
BUDGET**

(Attach detailed breakdown of project expenses *(no. 10 in attachments)*)

PROJECT TITLE: <u>Feeding the City</u>		PROGRAM YEAR: <u>2021</u>	
SUBCONTRACTOR: <u>YMCA Veggie Van</u>		DATE: <u>June 7, 2021</u>	
CONTRACT PERIOD: <u>June 1 – July 30, 2021</u>			
ACCOUNT	CDBG SHARE	OTHER FUNDS	TOTAL PROJECT AMT
PERSONNEL	\$ 0.00	\$ 0.00	\$ 0.00
SUPPLIES & MATERIAL	\$ 35,890	\$ 0.00	\$ 35,890
CONTRACTUAL	\$ 9,793	\$ 0.00	\$ 9,793
OTHER (INCLUDING OVERHEAD)	\$ 4,317	\$ 0.00	\$ 4,317
TOTAL	\$ 50,000.00	\$ 0.00	\$ 50,000.00

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
PROGRAM NARRATIVE**

General Instructions: Please respond to the following questions about the agency's program design. (Limit the narrative to three typewritten pages plus attachments).

1. Describe how the proposed project will meet the needs of Muskegon residents without duplicating services.

Created and implemented during the height of the COVID-19 pandemic, the curbside meal distribution model is an immediate solution to provide nutritional meals and improve food access. We know that curbside meal distribution allows expenses to be used on other bills, reduces trips to the grocery store and limits COVID-19 exposure for households.

Curbside meal distribution is similar to a fast food drive through! During the curbside event, we have historically collaborated with the YMCA Veggie Van to maintain food flow in their refrigerated van. All AgeWell Services of West Michigan (AgeWell Services) team members, YMCA Veggie Van team members and volunteers wear appropriate personal protective equipment (PPE) and use recommended safety guidelines. In a vehicle, traffic cones and signage guide seniors or a friend / family member picking up for someone 60 and older. Once the driver stops, they provide their name and brief information to AgeWell Services team members. The YMCA Veggie Van conveys the variety of frozen and / or shelf stable meals to volunteers who place the meal bundles into the vehicle. Depending on the location, we're able to service 2 to 4 vehicles at a time, as well as a walk-up station.

Unique with this model and project are meal bundles provided by AgeWell Services and produce boxes provided by YMCA Veggie Van. Participants will receive both (and sometimes multiple produce boxes, depending on the distribution day). We know of no collaboration like this in Muskegon County that provides both fresh produce and frozen meals.

2. Describe how the proposed project will help Muskegon residents prevent, prepare for, or respond to the COVID-19 pandemic.

According to Feeding America, 13.3% of the overall Muskegon County population experienced food insecurity before the COVID-19 pandemic. While statistics are being finalized, Feeding America projected the percentage would increase to 18% in 2020. Current 2021 projections drop to 14.9%.

Even though there is a projected decrease in food insecurity in Muskegon County, the percentage might not decrease to that point until the end of the year. There are many factors as to why that might be, but one of them could be unemployment. We know that unemployment effects food insecurity. With the Pandemic Emergency Unemployment Assistance (PEUA) benefit ending in September 2021, unemployment and the inability to secure a job will become an even greater barrier. When PEUA, households could experience a decrease in income, which might force households to choose between expenses, such as purchasing food or paying the electric.

Unfortunately, food insecurity is still a barrier for many Muskegon County residents. This project helps City of Muskegon residents respond and prepare to the COVID-19 pandemic. Immediate

response will be through both the frozen meal bundles and produce boxes provided by the YMCA Veggie Van; potential longer-term preparedness are the frozen meal bundles.

3. Describe the relationship of this project to the City's overall comprehensive neighborhood revitalization and community development efforts.

AgeWell Services has a community development focus. Each of our program areas – Meals on Wheels, Lunch & Activity Centers, Wellness, Senior Medical Transportation, Discounting Dining and SafeSeniors – help keep adults 60 and older safe, healthy and connected in our three service counties of Muskegon, Oceana and Ottawa.

This project specifically focuses on healthy food and food access. Every meal and produce box contains healthy food that can be eaten immediately or kept frozen for an extended period of time. Specifically for the frozen meal bundles, the meals meet 1/3 of the daily recommended food intake needs. By going to the communities through a curbside meal distribution, transportation won't be a barrier or as significant a barrier. By providing healthy food and food access, we can help reduce a barrier experienced by so many. The reduction of the barrier can help improve health, utilize income for other needs and potentially reduce other experienced barriers.

4. Define how the proposed service and mix will be delivered. Detail the mode of service delivery i.e., months of operation, daily hours, intake system, transportation plans, outreach and referral mechanism, contingency or backup plans to assure service availability at all time, etc.

The detailed plan for this project are described below.

1. Meal and Produce Boxes Distribution 1

- a. Where – Hot Rod Harley (backup location is Muskegon Farmer's Market)
- b. When – Wednesday, June 23, 2021 from 11 to 2 p.m. (we will plan on going until 2 p.m., but if we're out of meals and produce before then, the distribution day will conclude; however, someone will stay on site to share if others arrive).
- c. How – a mix of 12 to 18 AgeWell Services' staff, YMCA Veggie Van staff and volunteers will provide support for service distribution.
- d. Impact – 500 people will receive one 3-pack food bundles (1,500 meals) and one produce box (500 produce boxes).
- e. Total Cost – \$19,790

2. Meal and Produce Boxes Distribution 2

- a. Where – Muskegon YMCA
- b. When – Friday, June 25, 2021 from 11.30 to 1 p.m.
- c. How – YMCA Veggie Van staff will provide support for meal and produce boxes distribution.
- d. Impact – distribute any leftovers from meal and produce boxes distribution day 1.
- e. Cost – \$0 (cost covered in meal and produce boxes distribution 1).
- f. Please Note – there is potential that there might be targeted distributions if there are leftover meal bundles and produce boxes.

3. Meal and Produce Boxes Distribution 3

- a. Where – Marsh Field

- b. When – Wednesday, June 30, 2021 from 12 to 2 p.m. (we will plan on going until 2 p.m., but if we're out of meals and produce before then, the distribution day will conclude; however, someone will stay on site to share if others arrive).
- c. How – a mix of 12 to 18 AgeWell Services' staff, YMCA Veggie Van staff and volunteers will provide support for service distribution.
- d. Impact – 500 people will receive one 3-pack food bundles (1,500 meals) and one produce box (500 produce boxes).
- e. Total Cost - \$19,790

4. Meal and Produce Boxes Distribution 4

- a. Where – Muskegon Housing Commission
- b. When – Thursday, July 1 from 2 to 3.30 p.m.
- c. How – a mix of 8 to 10 AgeWell Services' staff, YMCA Veggie Van staff and volunteers will provide support for service distribution.
- d. Impact – Muskegon Housing Commission residents will receive 4-pack meal bundles and two produce boxes. There are 160 units with 166 residents.
- e. Total Cost – \$9,867

5. Meal and Produce Boxes Distribution 5

- a. Where – Muskegon YMCA
- b. When – Friday, July 2, 2021 from 11.30 to 1 p.m.
- c. How – YMCA Veggie Van staff will provide support for distribution.
- d. Impact – distribute any leftovers from meal and produce boxes distributions 3 and 4.
- e. Cost – \$0 (cost covered in meal and produce boxes distributions 3 and 4).
- f. Please Note – there is potential that there might be targeted distributions if there are leftover meal bundles and produce boxes.

5. Provide a self-evaluation of previous experience in providing the services proposed. This evaluation should include how long the agency has been providing services, how many clients have been served, how successful the program has been, how success was determined, what kind of follow-up plan was used and documentation of the support of local community organizations.

Created and implemented during the height of the COVID-19 pandemic, a similar model – emergency curbside meal distribution – provided emergency meals for adults 60 and older with limited food access. This model is the same as current, but without the YMCA Veggie Van produce boxes. In 33 days during the height of the COVID-19 pandemic, we provided over 61,853 meals to 12,854 seniors in 19 different locations within our three service counties. Since then, we've had additional curbside meal distributions at municipality requests, including, but not limited to, Blue Lake Township, Cedar Creek Township and City of Roosevelt Park.

Even though this model has started to slow down due to the current state of conditions, this is a successful model based on the numbers stated above. We've improved the process each time and are now at a good point in finalizing the model for any future curbside meal distributions.

6. Describe the system that will be used to organize and coordinate service delivery to new applicants or returning clients seeking assistance. This case management system should include provisions for additional screening, intake processing referral linkage, case monitoring and follow-through.

For standard curbside meal distributions, information tracked by AgeWell Services per participant is –

- Name
- If 60 or older
- If the person picking the food up is in place of the participant (a proxy)
- Municipality or zip code is their name
- Number of meal bundles provided

For this project, information tracked by AgeWell Services per participant will be –

- Size of household
- Municipality or zip code
- How they heard about the distribution day (for distributions 1 and 3)
- Number of meal bundles and produce boxes provided (for distributions 1 and 3)

7. Describe the staffing component necessary to provide services proposed and their qualifications. Please attach resumes for individuals responsible for carrying out the proposed program.

AgeWell Services, as the primary lead for this project, have multiple team members responsible for carrying out the proposed project; however, the main team member is Alicia Roberts, AgeWell Services' Marketing Specialist. Per request, her resume is attached.

Even though AgeWell Services is the primary lead organization for this project, additional support is necessary. Depending on the distribution day, staffing and volunteers necessary to provide the proposed services varies, as described below.

1. Meal and Produce Boxes Distribution 1
 - a. A mix of 12 to 18 AgeWell Services' staff, YMCA Veggie Van staff and volunteers will provide support for service distribution.
2. Meal and Produce Boxes Distribution 2
 - a. YMCA Veggie Van staff will provide support for meal and produce boxes distribution.
3. Meal and Produce Boxes Distribution 3
 - a. A mix of 12 to 18 AgeWell Services' staff, YMCA Veggie Van staff and volunteers will provide support for service distribution.
4. Meal and Produce Boxes Distribution 4
 - a. A mix of 8 to 10 AgeWell Services' staff, YMCA Veggie Van staff and volunteers will provide support for service distribution.
5. Meal and Produce Boxes Distribution 5
 - a. YMCA Veggie Van staff will provide support for distribution.

8. Are any the staff responsible for carrying out the proposed program related to any City of Muskegon Commissioner or other city official?

We know of no AgeWell Services team members' responsible for carrying out the proposed program are related to the City of Muskegon Commissioner or other City official(s).

9. Describe the agency's capabilities for carrying out this project, how it fits into the agency's overall program and what resources will be used to support.

This model was created in the height of unprecedented times. Long term, this model will primarily be used in our emergency management plan when our social and activity centers are closed for extended periods. As an AgeWell Services team, we compare ourselves to a well-oiled machine now and can pivot to this model quickly. The hard part is that we cannot predict when we will activate our emergency management plan; however, we're ready to go at a moment's notice. Should the plan be needed, this becomes all hands on deck, with responsibilities shared amongst the team.

For additional funding resources to support future curbside meal distributions, Senior Resources of West Michigan provides additional funding through different federal, state and local sources, including, but not limited to, Aging and Adult Services (AASA) and Muskegon County Senior Millage (MCSM). Additionally, we would seek charitable donations and grants from individuals and organizations.

10. Describe the agency's project evaluation plan and outcomes. Indicate what will be measured or assessed and how this evaluation will be used to determine whether the project is meeting its goals.

Overall, the short-term outcome is a providing healthy food and food access to City of Muskegon residents. The long-term outcome is continued improvement of the model with new collaborative partnerships.

Goal 1

- Goal
 - Provide meal bundles and produce boxes to City of Muskegon residents.
- Activities to Achieve Goal
 - Host three different distribution days in various places in the City of Muskegon.
 - Host two additional distribution days if above distribution days still have meal bundles and produce boxes.
- Evaluation / Measurement
 - During each distribution, count how many meal bundles and produce boxes we prepare and distribute.
 - During each distribution, record the number of vehicles still in line we were unable to serve if we run out of meal bundles and produce boxes.
 - After the distribution, count any remaining meal bundles and produce boxes.

Goal 2

- Goal
 - Provide immediate support for Muskegon County residents facing food insecurity.
- Activities to Achieve Goal
 - Host three different distribution days in various places in the City of Muskegon.
 - Host two additional distribution days if above distribution days still have meal bundles and produce boxes.
- Evaluation / Measurement

- During each distribution, ask size of household.
- During each distribution, ask municipality or zip code.

Goal 3

- Goal
 - Work with current and new collaborative partners.
- Activities to Achieve Goal
 - Host three different distribution days in various places in the City of Muskegon.
 - Seek new collaborative partners to host curbside meal distributions or targeted meal distributions.
 - Connect with City of Muskegon neighborhood associations.
- Evaluation / Measurement
 - Measure social media initiatives, such as click rates, website visits and Facebook engagement.
 - Report outcomes of distribution days to City of Muskegon and City of Muskegon neighborhood associations to share the impact.
 - During each distribution, ask municipality or zip code.
 - During each distribution, ask how they heard of the distribution.

11. Provide a plan for coordinating services with other agencies. Document any commitments in writing.

At our core, we firmly believe in the power of partnership and civic leadership. Unique for curbside meal distributions are our partner sites who host our meal distributions, as well as the YMCA Veggie Van.

New collaborative partnerships are new sites (three confirmed distribution days) and touchpoints with neighborhood associations (particularly to help spread news about the distributions).

12. Describe the agency's capability in assuring that the proposed program will benefit low to moderate-income clients.

Curbside meal distribution is intended for adults 60 and older with limited access to food. Unfortunately, we don't collect income information or household size during distributions. We try very hard to collect this information for our other programs.

Some income and household size details for our Meals on Wheels and Lunch & Activity Centers are described in question 5 on page 2.

13. Describe the functions of the agency's Board of Directors and how it was involved in the development and submission of this proposal.

The functions of the Board of Directors are numerous; however, their primary function is to provide agency oversight as the governing body. Outside of our Board of Directors Chair, our Board of Directors is excited for the project, but wasn't involved in the development and submission of this proposal.

14. Please address the following questions in your narrative:

- a. How many persons were served by your agency last year:

23,097 (all programs)

- b. Was the proposed service/project provided previously by your agency? If so, how was it funded?

AgeWell Services previously provided a similar model – emergency curbside meal distribution for adults 60 and older with limited food access. This model is the same as current, but without the YMCA Veggie Van produce boxes. In 33 days during the height of the COVID-19 pandemic, we provided over 61,853 meals to 12,854 seniors in 19 different locations within our three service counties.

Funding sources for this model included federal, state and local government grants, as well as charitable contributions.

- c. Does your agency/organization have a fee schedule for this particular service/project? Please provide.

No

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22, 2021	Title: Assessing Contract – Muskegon County
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Approval of the Assessing Services Contract with Muskegon County.	
Detailed Summary: Muskegon County has been providing assessing services to the city for a number of years. The current contract expired last month. The new contract does carry a cost increase, but the costs are in line with what other communities are spending on this service. The budget approved earlier this month estimated the costs for this service at \$353,308. The new cost of \$413,348 represents a \$60,040 increase (17%).	
Amount Requested: \$413,348	Amount Budgeted: \$353,308
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Amend FY 2021-22 GL Number 101-30209-5300 to \$413,348 to cover the updated assessing costs, and approve the Assessing Services Agreement with Muskegon County and authorize the Mayor and City Clerk to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

**AGREEMENT BETWEEN THE CITY OF MUSKEGON
AND
MUSKEGON COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT, entered into as of the 1st day of July 2021, between the City of Muskegon, a municipal corporation, by its City Commission, hereinafter referred to as “The Municipality”, and the County of Muskegon, by its Board of Commissioners, hereinafter referred to as “The County”, is as follows:

PURPOSE

The purpose of this Agreement is to provide for a property assessment administration program to be administered by the County Equalization Director, or designated representative, which will list, appraise, and maintain a complete set of records for all real and personal property, subject to ad valorem taxation, specific taxes, and in-lieu-of tax agreements within the Corporate limits of The Municipality pursuant to Public Act No. 160 of 1972.

TERM AND TERMINATION

This agreement shall commence July 1, 2021, and terminate June 30, 2026, provided that either party may terminate the Agreement on June 30 of each year upon ninety (90) days prior written notice. The notice shall be sent by certified mail to the County Equalization Director if terminated by The Municipality. The notice shall be sent by certified mail to the City Manager if terminated by the County.

- I. The County agrees to perform the following services and provide the materials set forth herein:
 - A. **Scope of Service** - To classify and appraise, according to the constitution and laws of the State of Michigan, each parcel of real property which lies within the confines of The Municipality, and to process all assessable personal property that is in such Municipality, and use the methods prescribed by the Michigan State Tax Commission. The Equalization Department will provide an assessment roll that will equal the tentative State Equalized Values for each classification of property. The final factor will be determined by the action of The Municipality’s Board of Review and the process of state equalization as determined by the State Tax Commission.
 - B. **Qualified Staff** - All County employees engaged in the performance of this Agreement shall be professional in manner and appearance and be trained in property appraisal techniques. The assessor shall be certified by the State Tax Commission, as required for The Municipality’s size and State Equalized Value.
 - C. **Equipment and Supplies** - The County will provide all equipment and supplies needed for the routine performance of its duties without additional expenses, except as otherwise set forth herein.

- D. **Maps and Records** - The Municipality shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data which may be of use in making the appraisal, without cost to the County. The County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in sub-point “M” of this agreement.
- E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor’s Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.
- F. **Record Cards** - The County will maintain the master file at a specified location. The master file shall become the property of The Municipality when delivered.
- G. **Public Relations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the term of this Agreement, County employees shall endeavor to promote understanding and amicable relations with all members of the public. County staff will be assigned by the Equalization Director.
- H. **Property Owner Notification and Official Statements** - It shall be the responsibility of the County to notify all property owners annually of assessed and taxable values, as provided by law, whether values increase or decrease, as well as distribute personal property statements and other official forms.
- I. **Assessment Roll** - The County shall prepare the assessment roll and certify the same for The Municipality in a timely manner.
- J. **Board of Review** - County staff will advise and assist The Municipality’s Board of Review in preparing for, conducting, and implementing any changes resulting from the required meetings of the Board.
- K. **Appeals** - The County Equalization Director, or designated representative, shall represent The Municipality in all property assessment appeals and in proceedings before the Tax Tribunal concerning properties under this Agreement. The Municipality shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses which may be incurred by the County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions shall be paid by The Municipality provided that the Equalization Director seeks and obtains approval from The Municipality prior to incurring such costs or expenses. Additionally, should either party terminate this agreement, the County, or designated representative, shall represent The Municipality in all property assessment appeals and in proceedings filed during the existence of this agreement.

The fee shall be \$100.00 per hour for preparation, appearance, and travel after termination of the agreement.

- L. **Computerized Appraisals and Information Technology** – The County will provide staff, equipment, and the BS&A Assessing software to maintain electronic property records using a computer assisted mass appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software shall be prescribed by the County. All property information shall adhere to the requirements of the County Wide Area Network and its specifications. The records will be utilized for annual valuation updates. The County may request the assistance of designated staff of The Municipality to determine proper neighborhoods for market value determinations. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with applicable General Property Tax Law requirements. The computer assisted mass appraisal system and its attributes shall become the property of The Municipality upon termination of this agreement.

Additionally, the County and The Municipality shall participate in an electronic building permit system that will transfer such data to the computer aided assessment administration system without modification or hesitation. The system and its attributes shall be determined by the County.

- M. **Geographical Information Systems** – The County and The Municipality may implement a geographical information system. An independent formal mutual agreement will govern this function.
- N. **Special Assessments**- Special assessment benefit analysis, roll preparation, processing, and related reports will be provided by the County when formally requested. The fee shall be \$100.00 per hour.
- O. **Records Maintenance and Access** – The County agrees to maintain records with the most current information the County has available.

1. All changes in property ownership will be recorded in the assessment records within 30 days of being filed with the Muskegon County Register of Deeds unless incomplete property documentation prevents timely recording. In these cases, the Equalization Department will strive to get complete, accurate ownership information recorded as quickly as practical.

2. City staff will be afforded full access to assessment records (including photographs).

- P. Pursuant to Public Act 453 of 1976, neither party shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, weight, or

marital status. Breach of this covenant may be regarded as a material breach of the contract.

II. The County will perform all the above services for The Municipality, subject to costs and expenses set forth, under the terms and conditions below:

- A. **Annual Fees** - For each year of this agreement the annual fee shall be calculated in the following manner: The initial period shall be from July 1, 2021, to June 30, 2022, and the fee shall be \$413,348. The base Annual Fee of \$413,348 shall be subject to a 2 percent (2%) increase effective July 1, 2022, and annually on this date for every year thereafter.

This annual fee does not include the cost associated with a full re-inspection. A re-inspection fee can be negotiated between the County Equalization Director and if staff field reviews determine this to be necessary. Additionally, this re-inspection may be required by the State following an Audit of Minimum Assessing Requirements (AMAR).

- B. **Payments** - The Municipality shall remit the annual fee in equal quarterly payments commencing July 1 of each year of this agreement.
- C. **Relationship of the Parties** – The parties acknowledge that the agreement between the County and The Municipality is one of an independent contractor. Neither of the parties should represent that an employment relationship is created or exists with regard to the employees of the other. This independent contractor relationship shall be given its full scope and intent including without limitation as it pertains to liability, wages, benefits, and taxation.

III. **Miscellaneous**

- A. **Section Headings** – The headings of the sections shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.
- B. **Severability** – If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- C. **Entire Agreement and Amendment** – In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended, or modified only by an instrument in writing, executed by the

parties to this Agreement, and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

- D. **Successors and Assigns** – All representations, covenants and warranties set forth in this Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- E. **Terms and Conditions** – The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.
- F. **Execution of Counterparts** – This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

ACKNOWLEDGEMENTS

City of Muskegon:

By: _____
Stephen Gawron
Its: Mayor

By: _____
Ann Marie Meisch
Its: City Clerk

Approved as to Form:

John C. Schrier, City Attorney

County of Muskegon:

By: _____
Robert Scolnik
Its: Chairman Board of Commissioners

By: _____
Nancy A. Waters
Its: County Clerk

Approved as to Form:

Michael D. Homier, Corporate Counsel



May 12, 2021

Frank Peterson
City of Muskegon
Muskegon City Hall
933 Terrace St.
Muskegon, MI 49440-1397

RE: Assessing Contract

Dear Mr. Peterson:

Enclosed please find a draft assessing contract for the City of Muskegon for a five year term beginning July 1, 2021 I have attached the history of fees charged under the current contract.

2011	\$344,367
2012	\$326,268
2013	\$298,320
2014	\$295,164
2015	\$290,424
2016	\$320,000
2017	\$326,400
2018	\$332,928
2019	\$339,588
2020	\$346,380

As you can see, the contractual fees charged declined each year for the five years from 2011 - 2015 due to a tie to taxable value both positive and negative for the five years prior to the current. We are finally just over the fees from 10 years ago at \$346,380 for 2020. Costs to the County have not gone down however; they have risen to perform the assessing function. As you know, the biggest cost to perform services is personnel and that cost goes up annually. As the City of Muskegon is the most complex assessing unit due to various zones, etc., we have staff devoted almost exclusively to the City of Muskegon and that represents significant costs to the County. Furthermore the City continues to add and have new development as well as special assessments, etc. that require a great deal of staff time and effort.

Assessors continue to face greater and greater requirements from the State of Michigan due to assessing reform. For example, we have various policies that will require amendment next year and we will have to put some data on the City website pertaining to assessing. I am pleased to

note our department had a perfect score on the AMAR audit in 2020 for the City of Muskegon as well as all other 12 county assessing units. As you know if a unit fails the AMAR they could be stuck with either the State assuming jurisdiction and charging a fee or the designated assessor. I have been selected the county's designated assessor.

The current assessing costs under this contract are not much higher in total as well as less per parcel than the City of Norton Shores despite the fact Muskegon has almost 5,000 more parcels than the City of Norton Shores. We reviewed other units with similar parcel numbers and found that the City of Muskegon is low in comparison. Some of the units reviewed are units that the City uses as comparable units.

The only unit lower in cost on a per parcel basis than the City of Muskegon has no full time staff devoted to it on a contract basis and only one staff person on a part time basis – that is Kalamazoo. They have a contract with a company from the east side of the state.

Unit	Parcel	Assessing Budget	Per Parcel Budget
Norton Shores	11,467	\$320,186	\$27.92
Port Huron	12,964	\$387,149	\$29.86
Holland	13,510	\$510,000	\$37.74
Jackson	15,256	\$541,180	\$35.47
Bay City	15,750	\$367,708	\$23.34
City of Muskegon	15,898	\$346,380	\$21.78
Kentwood	18,027	\$554,500	\$30.75
Saginaw	25,906	\$785,017	\$30.30
Kalamazoo	26,208	\$507,632	\$19.36

We propose to increase the contract to \$26.00 per parcel or \$413,348. We would also like to continue factoring in a 2 percent annual increase to account for increases in staffing costs to the County.

If you have any questions or wish to discuss this further, please let me know. We look forward to continuing to work together on City of Muskegon's assessing function.

Very truly yours,



Donna VanderVries
Muskegon County Equalization Director

c: Mark Eisenbarth
Beth Dick

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22, 2021	Title: 4th Quarter Budget Reforecast
Submitted By: Ken Grant	Department: Finance
Brief Summary: At this time staff is asking for approval of the 4 th Quarter Budget Reforecast for the FY2020-21 budget year.	
Detailed Summary: Staff has prepared the 4th Quarter Budget Reforecast a memo outlining some of the highlights is attached.	
Amount Requested: n/a	Amount Budgeted: n/a
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the 4 th Quarter FY2020-21 Budget Reforecast as presented.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Memo

To: City Commissioners
From: Finance Director
Date: 6/16/2021
Re: FY2020-21 4th Quarter Budget Reforecast

Highlights of 4th Quarter Budget Reforecast:

General Fund

Income Tax collections have been better than projected for the 4th Quarter. The Income Tax Revenue has been adjusted up to \$8,650,000. Income tax revenue projections were originally budgeted for \$7,750,000 this year. We expected a drastic decrease in revenue due to the pandemic. Despite the 4th Quarter adjustment, Income Tax Revenue will be down approximately \$500,000 from the previous fiscal year. Income Tax Penalty & Interest revenue has been adjusted up another \$20,000 based on collections thru mid-June.

The Contributions Department budget has been increased by \$152,490. Last month the Commission approved a \$100,000 contribution towards the YMCA Child Care Services. We are requesting a \$25,000 contribution towards the DEI Taskforce and a \$25,000 contribution towards the Hubert Massey Mural for the fourth quarter.

Debt Service expenses have been increased to reflect the interest paid to our 2020 Capital Improvement Bonds.

The transfer to the Mercy Health Arena Fund has been increased from \$650,000 to \$700,000 to reflect additional costs.

Mercy Health Arena Fund

Mercy Health will receive an additional \$50,000 transfer from the General Fund.

For Expenditures \$30,000 will go to Contractual Services and \$20,000 will go to supplies.

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND FY2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	JUNE 30, 2020 ACTUAL EXPENSES	JUNE 30, 2021 ACTUAL EXPENSE	2020-21 4th QUARTER REFORECAST
ESTIMATED REVENUES								
Dept 00000								
101-00000-4100	PROPERTY TAX	5,264,060	5,460,339	5,668,983	5,660,071	5,460,339	5,056,874	5,660,071
101-00000-4102	IN LIEU OF TAX	133,642	132,023	84,587	84,587	132,023	-	84,587
101-00000-4103	IFT/CFT TAX	106,297	128,212	76,468	76,468	128,212	200,546	76,468
101-00000-4104	PROPERTY TAX SANITATION	1,564,050	1,618,369	1,686,077	1,678,946	1,618,369	1,505,689	1,678,946
101-00000-4140	INCOME TAX	8,691,673	9,137,714	7,750,000	7,750,000	9,137,714	9,002,587	8,650,000
101-00000-4161	SPECIAL ASSESSMENTS	340,016	294,908	211,000	211,000	294,908	234,366	211,000
101-00000-4202	BUSINESS LICENSES & PERMITS	52,345	42,520	75,000	42,000	42,520	41,485	42,000
101-00000-4203	LIQUOR LICENSES & TAX REBATE	49,877	46,412	45,000	45,000	46,412	44,223	45,000
101-00000-4204	CABLE TV LICENSES OR FEES	380,343	361,405	370,000	370,000	361,405	280,574	370,000
101-00000-4205	HOUSING LICENSES	(840)	-	-	-	-	(325)	-
101-00000-4206	INSPECTION FEE	-	1,759	-	-	1,759	(794)	-
101-00000-4207	CEMETERY-BURIAL PERMITS	68,275	76,615	80,000	80,000	76,615	69,885	80,000
101-00000-4208	BUILDING PERMITS	933,745	911,057	1,100,000	705,000	911,057	659,709	705,000
101-00000-4209	ELECTRICAL PERMITS	169,690	172,531	196,000	196,000	172,531	186,065	196,000
101-00000-4210	PLUMBING PERMITS	102,101	103,139	95,000	95,000	103,139	94,841	95,000
101-00000-4211	HEATING PERMITS	137,826	144,730	143,500	143,500	144,730	130,875	143,500
101-00000-4213	RENTAL PROPERTY REGISTRATION	350,760	335,448	381,000	350,000	335,448	346,395	350,000
101-00000-4215	CNS INSPECTIONS	735	350			350	-	
101-00000-4217	SHORT TERM RENTALS	-	4,390	9,000	3,000	4,390	21,010	3,000
101-00000-4221	VACANT BUILDING FEE	72,665	60,570	40,000	3,500	60,570	6,100	3,500
101-00000-4224	TEMPORARY LIQUOR LICENSE	5,590	3,145	5,000	5,000	3,145	980	5,000
101-00000-4230	MARIHUANA FACILITIES LICENSE	115,700	143,300	90,000	100,000	143,300	177,000	100,000
101-00000-4300	FEDERAL GRANTS	57,894	147,191	40,000	1,646,586	147,191	1,606,542	1,646,586
101-00000-4400	STATE GRANTS	31,675	16,174	26,000	116,004	16,174	131,223	116,004
101-00000-4405	STATE REPLACEMENT REV FOR PPT	831,164	897,416	750,000	825,000	897,416	902,501	825,000
101-00000-4502	STATE SALES TAX CONSTITUTIONAL	2,844,903	3,336,275	2,929,011	3,146,075	3,336,275	2,326,138	3,146,075
101-00000-4503	STATE CVTRS/EVIP PAYMENTS	1,426,535	781,660	1,201,807	1,201,807	781,660	781,660	1,201,807
101-00000-4601	CITY SERVICE FOR ENTERPRISE FUNDS	482,292	482,292	482,290	482,290	482,292	442,101	482,290
101-00000-4603	TAX COLLECTION FEE	340,217	350,742	327,000	327,000	350,742	328,629	327,000
101-00000-4604	GARBAGE COLLECTION	49,671	49,763	41,000	49,000	49,763	28,638	49,000
101-00000-4606	ADMINISTRATION FEES	310,000	310,000	310,000	310,000	310,000	284,167	310,000
101-00000-4607	REIMBURSEMENT ELECTIONS	13,455	50,142	-	-	50,142	75	-
101-00000-4608	INDIRECT COST ALLOCATION	1,114,735	1,066,967	1,302,797	1,302,797	1,066,967	1,172,041	1,302,797
101-00000-4609	PROCUREMENT CARD REBATE	50,381	57,361	48,000	48,000	57,361	63,880	48,000
101-00000-4611	SPECIAL EVENTS REIMBURSEMENT	26,505	61,625	15,000	-	61,625	(37,804)	-
101-00000-4612	CEMETERY SALE OF LOTS	30,259	28,440	25,000	30,000	28,440	41,030	30,000
101-00000-4613	HARBOR TOWN DOCKOMINIUMS	-	-	-	-	-	-	-
101-00000-4614	REIMBURSEMENT LOT CLEAN UP	461	-	2,000	2,000	-	-	2,000
101-00000-4615	POLICE DEPARTMENT INCOME	113,244	98,926	105,500	105,500	98,926	101,770	105,500
101-00000-4617	FIRE DEPARTMENT INCOME	3,006	811	3,500	6,500	811	5,822	6,500
101-00000-4619	MISC. SALES AND SERVICES	17,436	21,286	22,000	22,000	21,286	7,761	22,000
101-00000-4620	FIRE PROTECTION-STATE PROP	81,766	173,718	173,718	119,574	173,718	119,574	119,574
101-00000-4621	ZONING & ENCROACHMENT FEES	13,970	12,155	15,000	18,000	12,155	16,380	18,000
101-00000-4622	MISC. CLERK FEES	5,432	1,329	5,000	750	1,329	1,382	750
101-00000-4623	TOWNSHIP ELECTTRICAL INSPECTIONS	-	-	-	-	-	-	-
101-00000-4624	TAX ABATEMENT APPLICATION FEES	3,802	8,890	6,000	1,000	8,890	1,435	1,000
101-00000-4625	MISC. TREAS. FEES	69,964	49,722	55,000	12,000	49,722	16,075	12,000
101-00000-4631	REIMBURSEMENT SCHOOL OFFICER	22,802	16,962	23,500	23,500	16,962	21,503	23,500
101-00000-4633	OBSOLETE PROPERTY FEES	4,000	2,000	-	-	2,000	-	-
101-00000-4634	PASSPORTS	82,662	63,520	40,000	2,000	63,520	4,200	2,000
101-00000-4635	START UP CHARGE/REFUSE	6,771	6,327	7,000	8,000	6,327	10,069	8,000
101-00000-4636	REFUSE BAG & BULK SALES	33,516	23,497	30,000	30,000	23,497	32,908	30,000
101-00000-4637	APPLIANCE STICKER	75	75	100	100	75	29	100
101-00000-4638	MISC. SALES CHARGE/REFUSE	159,010	257,044	318,000	318,000	257,044	302,252	318,000
101-00000-4642	LIEN LOOK UPS	14,325	17,455	12,000	12,000	17,455	16,400	12,000
101-00000-4643	SOCCER	200	-	-	-	-	-	-
101-00000-4644	DOWNTOWN PARKING	-	1,650	-	50	1,650	800	50
101-00000-4648	FALSE ALARM FEES/POLICE	10,365	6,780	7,000	7,000	6,780	5,625	7,000
101-00000-4649	CEMETERY-MISC. INCOME	14,547	16,383	16,000	25,000	16,383	33,214	25,000
101-00000-4650	DOWNTOWN SOCIAL DISTRICT	-	-	-	4,231	-	5,681	4,231
101-00000-4651	REIMBURSEMENT LOT MOWING	1,067	124	5,000	5,000	124	-	5,000
101-00000-4652	MUSK HEIGHTS ZONING	10,465	5,670	11,000	9,000	5,670	6,055	9,000
101-00000-4654	FIRE RESPONSE FEE	11,500	870	6,000	6,000	870	7,480	6,000
101-00000-4655	PAID BEACH PARKING		146,821	200,000	500,000	146,821	423,273	500,000
101-00000-4656	SITE PLAN REVIEW	6,900	7,600	6,500	6,000	7,600	8,700	6,000
101-00000-4657	COLUMBARIUM NICHE	900	-	-	900	-	900	900
101-00000-4658	IMPOUND FEES	39,470	38,293	37,000	40,000	38,293	43,392	40,000
101-00000-4659	CODE ENFORCEMENT LABOR	30,323	25,990	30,000	30,000	25,990	24,504	30,000
101-00000-4660	MISC RECREATION INCOME	10,829	6,984	4,500	13,500	6,984	13,350	13,500
101-00000-4661	LEASE GREAT LAKES NAVAL MEMORIAL	-	-	15,000	-	-	-	-
101-00000-4665	LEASE BILLBOARDS	6,800	6,800	6,800	6,800	6,800	2,000	6,800
101-00000-4666	SNOW PLOWING -DOWNTOWN BID	68,500	48,500	68,750	68,750	48,500	24,050	68,750
101-00000-4669	SMITH RYERSON	13,643	5,302	12,000	6,000	5,302	9,818	6,000
101-00000-4670	PICNIC SHELTER	19,322	4,877	22,000	10,000	4,877	11,543	10,000
101-00000-4671	MCGRAFT PARK	96,084	44,637	97,000	55,000	44,637	46,448	55,000
101-00000-4672	SAFEBUILT LOT MOWING	5,108	1,685	5,000	6,000	1,685	5,536	6,000
101-00000-4673	RENTAL - CENTRAL DISPATCH	45,292	56,772	54,000	96,319	56,772	92,481	96,319
101-00000-4674	RENTAL - CITY HALL	15,000	24,783	15,000	15,000	24,783	29,060	15,000
101-00000-4676	SAFEBUILT - TRASH PICKUP	3,938	2,702	2,500	4,000	2,702	3,799	4,000
101-00000-4677	RENT	-	-	6,000	-	-	-	-
101-00000-4678	PLANNING DEPT ENFORCEMENT	100	-	1,000	-	-	-	-
101-00000-4679	CODE ENFORCEMENT ADMIN	26,191	27,179	30,000	30,000	27,179	22,571	30,000
101-00000-4690	KITCHEN 242 RENTAL	-	400	-	-	400	-	-
101-00000-4701	INCOME TAX-PENALTY & INTEREST	207,424	201,614	200,000	260,000	201,614	277,358	280,000
101-00000-4702	DELINQUENT FEES	16,790	18,123	20,000	20,000	18,123	14,613	20,000
101-00000-4704	PENALTIES/INTEREST/FINES	7,681	7,991	5,000	11,000	7,991	11,264	11,000
101-00000-4706	LATE FEE ON INVOICES OVER 45 DAYS	3,835	3,015	6,000	6,000	3,015	4,090	6,000
101-00000-4708	LATE FEE ON RENTAL REGISTRATION	13,995	13,233	7,500	7,500	13,233	13,930	7,500
101-00000-4751	CIVIL INFRACTIONS	30,776	21,978	15,000	15,000	21,978	16,267	15,000
101-00000-4754	TRAFFIC FINES & FEES	57,782	76,543	55,000	140,000	76,543	144,618	140,000
101-00000-4755	COURT FEES	137,732	83,061	120,000	90,000	83,061	85,289	90,000
101-00000-4758	CRITICAL DUNE FEES	1,100	15,700	-	3,000	15,700	3,700	3,000

BUDGET REPORT FOR CITY OF MUSKEGON

GENERAL FUND FY2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	JUNE 30, 2020 ACTUAL EXPENSES	JUNE 30, 2021 ACTUAL EXPENSE	2020-21 4th QUARTER REFORECAST
101-00000-4800	MISC. & SUNDRY	26,751	6,284	12,000	12,000	6,284	8,095	12,000
101-00000-4802	REIMB:DEMOS AND BOARD-UPS	79,956	6,941	45,000	45,000	6,941	10,997	45,000
101-00000-4803	CDBG PROGRAM REIMBURSEMENTS	252,901	475,892	503,967	416,984	475,892	-	416,984
101-00000-4805	CONTRIBUTIONS	2,046	4,075	20,000	8,000	4,075	43,203	8,000
101-00000-4806	BIKE/PROPERTY AUCTIONS-POLICE	-	28,818	1,000	1,000	28,818	385	1,000
101-00000-4811	FISHERMANS LANDING REIMBURSEMENT	-	24,842	17,500	17,500	24,842	23,706	17,500
101-00000-4814	PROMOTIONAL PRODUCTS	3,856	219	14,500	1,000	219	10	1,000
101-00000-4816	MARIHUANA STREETSCAPING DONATIONS	-	-	-	57,000	-	58,225	57,000
101-00000-4818	RECOVERY OF BAD DEBT	5,829	4,555	1,000	2,500	4,555	2,997	2,500
101-00000-4820	LOCAL MARIHUANA SOCIAL EQUITY DONATIONS	-	-	-	2,500	-	1,250	2,500
101-00000-4821	CONTRIBUTIONS/GRANTS	-	17,327	-	433,580	17,327	433,580	433,580
101-00000-4823	CONTRIBUTIONS - DISC GOLF COURSE IMPROVE	-	825	-	2,300	825	2,300	2,300
101-00000-4825	CONTRIBUTIONS - VETERAN'S PARK MAINT	-	16,811	18,500	18,500	16,811	12,904	18,500
101-00000-4828	DONATION - POLICE DEPT	3,420	-	-	-	-	-	-
101-00000-4829	COMMUNITY FOUNDATION GRANT - MCGRAFT PAR	9,892	9,982	10,000	10,000	9,982	10,144	10,000
101-00000-4841	GRANT: COMMUNITY FOUNDATION	15,000	-	-	25,534	-	-	25,534
101-00000-4902	OP. TRANS FROM SPECIAL REVENUE	162,000	180,000	175,000	200,000	180,000	-	200,000
101-00000-4903	OP. TRANS FROM DEBT SERVICE	40,000	40,000	50,000	50,000	40,000	45,833	50,000
101-00000-4904	OP. TRANS FROM CAPITAL PROJECTS	5,989	-	-	225,000	-	-	225,000
101-00000-4961	BOND PROCEEDS	-	-	-	5,983,399	-	7,068,674	5,983,399
101-00000-4970	INTEREST INCOME	108,155	153,092	100,000	100,000	153,092	93,074	100,000
101-00000-4971	GAIN ON INVESTMENT	344,122	193,005	-	(100,000)	193,005	(94,621)	(100,000)
101-00000-4980	SALE OF FIXED ASSETS	-	-	-	-	-	-	-
Totals for dept 00000 -		28,754,049	29,653,430	28,477,855	36,773,402	29,653,430	35,898,628	37,693,402

TOTAL ESTIMATED REVENUES		28,754,049	29,653,430	28,477,855	36,773,402	29,653,430	35,898,628	37,693,402
--------------------------	--	------------	------------	------------	------------	------------	------------	------------

EXPENDITURES								
Dept 10101 - CITY COMMISSION								
5100	SALARIES & BENEFITS	72,017	76,738	77,042	77,000	76,738	72,670	77,000
5200	SUPPLIES	434	9,539	600	150	9,539	9,671	10,000
5300	CONTRACTUAL SERVICES	7,216	416	1,000	500	416	1,366	1,500
5400	OTHER EXPENSES	3,561	3,580	4,000	5,500	3,580	4,947	5,500
5700	CAPITAL OUTLAYS	5,665	3,626	3,000	600	3,626	648	600
Totals for dept 10101 - CITY COMMISSION		88,892	93,898	85,642	83,750	93,898	89,302	94,600

Dept 10102 - CITY PROMOTIONS & PUBLIC RELATIONS								
5200	SUPPLIES	9,113	8,393	8,000	8,000	8,393	6,808	8,000
5300	CONTRACTUAL SERVICES	72,473	83,916	50,000	50,000	83,916	48,213	50,000
5400	OTHER EXPENSES	304	100	-	-	100	55	-
Totals for dept 10102 - CITY PROMOTIONS & PUBLIC RELATIONS		81,890	92,409	58,000	58,000	92,409	55,076	58,000

Dept 10145 - CITY ATTORNEY								
5200	SUPPLIES	-	945	-	-	945	959	-
5300	CONTRACTUAL SERVICES	345,538	372,974	380,000	380,000	372,974	366,194	380,000
Totals for dept 10145 - CITY ATTORNEY		345,538	373,919	380,000	380,000	373,919	367,153	380,000

Dept 10172 - CITY MANAGER								
5100	SALARIES & BENEFITS	353,450	402,026	412,310	400,000	402,026	377,847	400,000
5200	SUPPLIES	4,452	5,256	4,500	4,500	5,256	4,921	5,500
5300	CONTRACTUAL SERVICES	16,336	13,455	15,000	15,000	13,455	10,259	13,500
5400	OTHER EXPENSES	5,581	8,952	9,000	5,000	8,952	5,147	6,000
5700	CAPITAL OUTLAYS	-	2,850	1,200	2,600	2,850	2,620	2,800
Totals for dept 10172 - CITY MANAGER		379,819	432,538	442,010	427,100	432,538	400,793	427,800

Dept 10875 - CONTRIBUTIONS								
5100	SALARIES & BENEFITS	-	84,897	-	-	84,897	-	-
5300	CONTRACTUAL SERVICES	384,968	301,882	425,363	415,510	301,882	442,923	568,000
5400	OTHER EXPENSES	-	-	-	-	-	-	-
Totals for dept 10875 - CONTRIBUTIONS		384,968	386,779	425,363	415,510	386,779	442,923	568,000

Dept 10891 - CONTINGENCY								
5400	OTHER EXPENSES	(10,326)	31,272	100,000	100,000	31,272	-	100,000
Totals for dept 10891 - CONTINGENCY		(10,326)	31,272	100,000	100,000	31,272	-	100,000

Dept 20215 - CITY CLERK								
5100	SALARIES & BENEFITS	437,884	513,996	532,396	508,500	513,996	469,142	508,500
5200	SUPPLIES	46,571	70,665	55,410	52,000	70,665	47,215	52,000
5300	CONTRACTUAL SERVICES	45,716	30,395	22,321	20,000	30,395	9,068	20,000
5400	OTHER EXPENSES	6,638	3,401	10,175	3,500	3,401	2,396	3,500
5700	CAPITAL OUTLAYS	5,439	3,282	2,500	1,500	3,282	1,021	1,500
Totals for dept 20215 - CITY CLERK		542,248	621,739	622,802	585,500	621,739	528,842	585,500

Dept 20220 - EMPLOYEE RELATIONS (formerly CIVIL SERVICE)								
5100	SALARIES & BENEFITS	58,350	78,045	83,437	77,600	78,045	72,345	77,600
5200	SUPPLIES	2,253	366	1,000	500	366	313	500
5300	CONTRACTUAL SERVICES	118,895	133,652	130,000	150,000	133,652	123,033	150,000
5400	OTHER EXPENSES	15,778	10,582	10,000	6,000	10,582	5,531	6,000
5700	CAPITAL OUTLAYS	-	-	-	2,000	-	-	2,000
Totals for dept 20220 - EMPLOYEE RELATIONS		195,275	222,645	224,437	236,100	222,645	201,221	236,100

Dept 20228 - AFFIRMATIVE ACTION								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5400	OTHER EXPENSES	1,750	22	-	-	22	-	-
5700	CAPITAL OUTLAYS	28	-	-	-	-	-	-
Totals for dept 20228 - AFFIRMATIVE ACTION		1,778	22	-	-	22	-	-

Dept 30202 - FINANCE ADMINISTRATION								
5100	SALARIES & BENEFITS	471,394	497,850	554,541	519,000	497,850	466,557	519,000
5200	SUPPLIES	2,570	7,033	4,000	3,000	7,033	2,589	3,000
5300	CONTRACTUAL SERVICES	95,770	77,157	76,294	95,000	77,157	105,952	120,000
5400	OTHER EXPENSES	930	121	706	-	121	8	-
5700	CAPITAL OUTLAYS	141	5,601	5,000	5,000	5,601	5,177	5,000
Totals for dept 30202 - FINANCE ADMINISTRATION		570,805	587,761	640,541	622,000	587,761	580,283	647,000

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND FY2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	JUNE 30, 2020 ACTUAL EXPENSES	JUNE 30, 2021 ACTUAL EXPENSE	2020-21 4th QUARTER REFORECAST
Dept 30203 - PENSION ADMINISTRATION								
5100	SALARIES & BENEFITS				2,267,000	-	2,009,896	2,267,000
Totals for dept 30203 - PENSION ADMINISTRATION		-	-	-	2,267,000	-	2,009,896	2,267,000
Dept 30205 - INCOME TAX								
5100	SALARIES & BENEFITS	262,850	243,103	289,720	273,837	243,103	250,829	273,837
5200	SUPPLIES	11,650	14,160	13,500	14,000	14,160	13,852	14,000
5300	CONTRACTUAL SERVICES	84,372	103,250	91,000	95,000	103,250	104,848	120,000
5400	OTHER EXPENSES	512	513	1,000	1,000	513	45	1,000
5700	CAPITAL OUTLAYS	3,210	2,948	5,000	5,000	2,948	4,308	5,000
Totals for dept 30205 - INCOME TAX		362,595	363,974	400,220	388,837	363,974	373,882	413,837
Dept 30209 - CITY ASSESSOR								
5100	SALARIES & BENEFITS	1,988	2,520	4,000	4,000	2,520	1,069	4,000
5200	SUPPLIES	-	226	-	-	226	39	-
5300	CONTRACTUAL SERVICES	333,771	255,412	345,000	345,000	255,412	347,646	345,000
5400	OTHER EXPENSES	219	80	-	-	80	-	-
Totals for dept 30209 - CITY ASSESSOR		335,977	258,238	349,000	349,000	258,238	348,753	349,000
Dept 30248 - INFORMATION SYSTEMS ADMINISTRATION								
5100	SALARIES & BENEFITS	376,186	422,268	423,926	431,963	422,268	399,156	431,963
5200	SUPPLIES	133	1,248	1,000	1,000	1,248	906	1,000
5300	CONTRACTUAL SERVICES	32,422	44,128	34,000	34,000	44,128	40,852	44,000
5400	OTHER EXPENSES	2,789	868	12,000	1,000	868	860	1,000
5700	CAPITAL OUTLAYS	138,987	67,441	60,000	60,000	67,441	34,663	50,000
Totals for dept 30248 - INFORMATION SYSTEMS ADMINISTRATION		550,516	535,954	530,926	527,963	535,954	476,437	527,963
Dept 30253 - CITY TREASURER								
5100	SALARIES & BENEFITS	391,308	417,573	441,223	441,377	417,573	380,854	441,377
5200	SUPPLIES	71,090	69,755	80,000	80,000	69,755	65,201	80,000
5300	CONTRACTUAL SERVICES	97,390	99,666	100,000	110,000	99,666	110,861	111,000
5400	OTHER EXPENSES	1,326	550	2,000	2,000	550	893	2,000
5700	CAPITAL OUTLAYS	348	1,634	2,600	3,000	1,634	2,864	3,000
Totals for dept 30253 - CITY TREASURER		561,463	589,178	625,823	636,377	589,178	560,673	637,377
Dept 30805 - L C WALKER ADMINISTRATION								
5300	CONTRACTUAL SERVICES	13,510	23,654	-	-	23,654	13,386	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	
5900	OTHER FINANCING USES	-	-	-	-	-	-	
Totals for dept 30805 - L C WALKER ADMINISTRATION		13,510	23,654	-	-	23,654	13,386	-
Dept 30851 - INSURANCE SERVICES								
5300	CONTRACTUAL SERVICES	292,037	340,189	360,000	363,180	340,189	363,180	363,180
Totals for dept 30851 - INSURANCE SERVICES		292,037	340,189	360,000	363,180	340,189	363,180	363,180
Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	750	750	-	-	750	750	-
5900	OTHER FINANCING USES	230,101	450,061	445,100	445,100	450,061	541,914	545,000
Totals for dept 30906 - DEBT SERVICE		230,851	450,811	445,100	445,100	450,811	542,664	545,000
Dept 30999 - TRANSFERS TO OTHER FUNDS								
5900	OTHER FINANCING USES	1,121,486	1,492,500	740,000	1,505,000	1,492,500	408,008	1,555,000
Totals for dept 30999 - TRANSFERS TO OTHER FUNDS		1,121,486	1,492,500	740,000	1,505,000	1,492,500	408,008	1,555,000
Dept 40301 - POLICE DEPARTMENT								
5100	SALARIES & BENEFITS	8,773,682	9,234,308	9,612,485	8,493,263	9,234,308	8,012,542	8,493,263
5200	SUPPLIES	87,822	122,765	95,000	140,000	122,765	141,540	145,000
5300	CONTRACTUAL SERVICES	956,037	988,267	1,001,205	1,001,205	988,267	1,002,180	1,003,000
5400	OTHER EXPENSES	37,764	19,583	24,000	20,000	19,583	11,074	20,000
5700	CAPITAL OUTLAYS	10,501	80,737	34,000	34,000	80,737	28,171	34,000
Totals for dept 40301 - POLICE DEPARTMENT		9,865,805	10,445,659	10,766,690	9,688,468	10,445,659	9,195,506	9,695,263
Dept 40333 - POLICE DRUG FORFEITURES								
101-40333-5350	POLICE INVESTIGATIONS	-	-	-	-	-	-	
Totals for dept 40333 - POLICE DRUG FORFEITURES		-	-	-	-	-	-	-
Dept 50336 - FIRE DEPARTMENT								
5100	SALARIES & BENEFITS	3,516,367	3,805,443	2,862,645	2,600,500	3,805,443	2,199,066	2,600,500
5200	SUPPLIES	220,595	277,979	164,200	168,000	277,979	171,141	175,000
5300	CONTRACTUAL SERVICES	141,520	133,856	205,715	205,715	133,856	118,235	205,715
5400	OTHER EXPENSES	15,264	5,599	22,400	22,400	5,599	10,229	22,400
5700	CAPITAL OUTLAYS	22,039	63,472	30,800	120,000	63,472	111,479	120,000
Totals for dept 50336 - FIRE DEPARTMENT		3,915,785	4,286,349	3,285,760	3,116,615	4,286,349	2,610,150	3,123,615
Dept 50338 - NEW CENTRAL FIRE STATION								
5200	SUPPLIES	-	-	-	-	-	3,267	-
5300	CONTRACTUAL SERVICES	73,263	67,524	75,000	75,000	67,524	59,250	75,000
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 50338 - NEW CENTRAL FIRE STATION		73,263	67,524	75,000	75,000	67,524	62,517	75,000
Dept 50387 - BUILDING CODE INSPECTIONS AND ENFORCEMENT								
5100	SALARIES & BENEFITS	167,963	168,764	178,210	163,815	168,764	147,180	163,815
5200	SUPPLIES	14,874	19,137	20,000	20,000	19,137	9,546	20,000
5300	CONTRACTUAL SERVICES	2,041,765	1,808,797	2,151,050	1,800,000	1,808,797	1,429,399	1,800,000
5400	OTHER EXPENSES	145	22	100	100	22	-	100
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 50387 - CODE INSPECTIONS AND ENFORCEMENT		2,224,747	1,996,720	2,349,360	1,983,915	1,996,720	1,586,124	1,983,915
Dept 60265 - CITY HALL MAINTENANCE								
5100	SALARIES & BENEFITS	50,431	79,304	78,652	80,000	79,304	74,740	80,000
5200	SUPPLIES	18,705	26,582	29,700	29,700	26,582	16,704	29,700
5300	CONTRACTUAL SERVICES	187,145	157,936	165,550	165,550	157,936	147,983	165,550
5400	OTHER EXPENSES	-	142	500	500	142	-	500
5700	CAPITAL OUTLAYS	60,587	45,424	21,000	40,000	45,424	28,875	40,000
Totals for dept 60265 - CITY HALL MAINTENANCE		316,868	309,388	295,402	315,750	309,388	268,302	315,750
Dept 60446 - HIGHWAY NONCHARGEABLE								

BUDGET REPORT FOR CITY OF MUSKEGON

GENERAL FUND FY2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	JUNE 30, 2020 ACTUAL EXPENSES	JUNE 30, 2021 ACTUAL EXPENSE	2020-21 4th QUARTER REFORECAST
5100	SALARIES & BENEFITS	35,053	25,321	37,939	37,542	25,321	28,506	37,542
5200	SUPPLIES	13,422	15,599	8,600	10,100	15,599	7,300	10,100
5300	CONTRACTUAL SERVICES	24,741	40,129	45,000	38,000	40,129	44,574	50,000
Totals for dept 60446 - HIGHWAY NONCHARGEABLE		73,216	81,049	91,539	85,642	81,049	80,380	97,642
Dept 60448 - STREET LIGHTING								
5200	SUPPLIES	-	-	-	-			-
5300	CONTRACTUAL SERVICES	551,818	390,116	350,000	350,000	390,116	327,263	350,000
Totals for dept 60448 - STREET LIGHTING		551,818	390,116	350,000	350,000	390,116	327,263	350,000
Dept 60523 - SANITATION								
5100	SALARIES & BENEFITS	43,718	43,066	37,799	37,262	43,066	31,512	37,262
5200	SUPPLIES	307	-	-	-	-		-
5300	CONTRACTUAL SERVICES	2,063,521	2,172,962	2,230,000	2,230,000	2,172,962	1,758,831	2,230,000
Totals for dept 60523 - SANITATION		2,107,545	2,216,029	2,267,799	2,267,262	2,216,029	1,790,343	2,267,262
Dept 60550 - STORM WATER MANAGEMENT								
5300	CONTRACTUAL SERVICES	4,000	13,340	14,000	14,000	13,340	4,000	14,000
5400	OTHER EXPENSES	-	-	-	-			-
Totals for dept 60550 - STORM WATER MANAGEMENT		4,000	13,340	14,000	14,000	13,340	4,000	14,000
Dept 60707 - SENIOR CITIZEN TRANSIT								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
Totals for dept 60707 - SENIOR CITIZEN TRANSIT		-	-	-	-	-	-	-
Dept 70276 - CEMETERIES								
5100	SALARIES & BENEFITS	85,902	127,486	192,964	164,000	127,486	141,094	164,000
5200	SUPPLIES	9,999	11,603	11,550	14,050	11,603	11,657	14,050
5300	CONTRACTUAL SERVICES	323,226	248,546	274,883	274,883	248,546	129,119	274,883
5400	OTHER EXPENSES	229	481	500	500	481	298	500
5700	CAPITAL OUTLAYS	20,775	41,751	19,000	19,000	41,751	19,121	20,000
Totals for dept 70276 - CEMETERIES		440,130	429,867	498,897	472,433	429,867	301,289	473,433
Dept 70357 - GRAFFITI REMOVAL								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 70357 - GRAFFITI REMOVAL		-	-	-	-	-	-	-
Dept 70585 - PARKING OPERATIONS								
5100	SALARIES & BENEFITS	-	12,141	-	10,000	12,141	12,866	14,000
5200	SUPPLIES	-	244	-	200	244	236	200
5300	CONTRACTUAL SERVICES	2,393	17,532	-	72,000	17,532	66,464	72,000
5700	CAPITAL OUTLAYS	-	606	-	-	606	17	-
Totals for dept 70585 - PARKING OPERATIONS		2,393	30,524	-	82,200	30,524	79,583	86,200
Dept 70628 - SOCIAL DISTRICT								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	-	-	-	-	639	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 70628 - SOCIAL DISTRICT		-	-	-	-	-	639	-
Dept 70751 - PARKS MAINTENANCE								
5100	SALARIES & BENEFITS	606,774	723,674	712,937	640,500	723,674	625,437	640,500
5200	SUPPLIES	161,874	139,958	162,515	154,841	139,958	119,734	154,841
5300	CONTRACTUAL SERVICES	866,264	859,656	867,148	915,063	859,656	642,848	915,063
5400	OTHER EXPENSES	672	1,192	1,400	1,000	1,192	364	1,000
5700	CAPITAL OUTLAYS	40,639	148,963	88,600	88,600	148,963	29,008	88,600
Totals for dept 70751 - PARKS MAINTENANCE		1,676,222	1,873,443	1,832,600	1,800,004	1,873,443	1,417,392	1,800,004
Dept 70757 - MC GRAFT PARK								
5100	SALARIES & BENEFITS	52,478	3,599	23,075	23,075	3,599	26,193	28,000
5200	SUPPLIES	8,821	131	2,900	5,000	131	6,735	7,500
5300	CONTRACTUAL SERVICES	72,274	14,558	47,000	44,600	14,558	36,436	44,600
5700	CAPITAL OUTLAYS	-	-	50,000	50,000	-	38,266	50,000
Totals for dept 70757 - MC GRAFT PARK		133,573	18,288	122,975	122,675	18,288	107,630	130,100
Dept 70771 - FORESTRY								
5200	SUPPLIES	-	-	-	-	-	616	-
5200	SUPPLIES	92	656	-	5,000	656	536	1,000
5300	CONTRACTUAL SERVICES	-	-	-	50,000	-	54,975	60,000
Totals for dept 70771 - FORESTRY		92	656	-	55,000	656	56,127	61,000
Dept 70775 - GENERAL RECREATION								
5200	SUPPLIES	-	-	-	-	-	-	
5300	CONTRACTUAL SERVICES	12,050	1,928	-	-	1,928	(39)	
Totals for dept 70775 - GENERAL RECREATION		12,050	1,928	-	-	1,928	(39)	-
Dept 70805 - MERCY ARENA								
5200	SUPPLIES	-	-	-	-			
5300	CONTRACTUAL SERVICES	-	396	-	-	396	(2,588)	
5700	CAPITAL OUTLAYS	-	-	-	-			
Totals for dept 70805 - MERCY ARENA		-	396	-	-	396	(2,588)	-
Dept 70863 -FAMERS & FLEA MARKET								
5100	SALARIES & BENEFITS	139	170	-	-	170	82	
5200	SUPPLIES	-	-	-	-	-		
5300	CONTRACTUAL SERVICES	72	34	-	-	34	17	
5400	OTHER EXPENSES	-	-	-	-	-		
5700	CAPITAL OUTLAYS	-	-	-	-	-		
Totals for dept 70863 - FARMERS AND FLEA MARKET		210	204	-	-	204	99	-
Dept 80387 - NEIGHBORHOOD & CONSTRUCTION SERVICES								
5100	SALARIES & BENEFITS	-	-	-	-	-		
5200	SUPPLIES	-	-	-	-	-		
5300	CONTRACTUAL SERVICES	-	7,226	-	-	7,226	62	
5400	OTHER EXPENSES	-	187	-	-	187		

BUDGET REPORT FOR CITY OF MUSKEGON

GENERAL FUND FY2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION		2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	JUNE 30, 2020 ACTUAL EXPENSES	JUNE 30, 2021 ACTUAL EXPENSE	2020-21 4th QUARTER REFORECAST
5700	CAPITAL OUTLAYS	-	-	-	-	-		
Totals for dept 80387 - NEIGHBORHOOD & CONSTRUCTION SERVICES		-	7,413	-	-	7,413	62	-
Dept 80400 - PLANNING								
5100	SALARIES & BENEFITS	293,098	330,621	318,682	339,000	330,621	317,198	339,000
5200	SUPPLIES	3,796	8,267	4,525	9,100	8,267	25,184	30,000
5300	CONTRACTUAL SERVICES	55,665	29,593	74,050	55,000	29,593	73,821	80,000
5400	OTHER EXPENSES	6,426	16,843	23,000	16,000	16,843	12,667	16,000
5700	CAPITAL OUTLAYS	17,693	19,643	21,000	15,000	19,643	12,809	15,000
Totals for dept 80400 - PLANNING		376,679	404,968	441,257	434,100	404,968	441,680	480,000
Dept 80699 - ECONOMIC DEVELOPMENT								
5300	CONTRACTUAL SERVICES	-	720	-	-	720	-	-
Totals for dept 80699 - ECONOMIC DEVELOPMENT		-	720	-	-	720	-	-
Dept 91116 - ADA PROJECT 2011-2012								
5100	SALARIES & BENEFITS					-	6,059	
5200	SUPPLIES	3,796	-	-	-	-	3,468	-
5300	CONTRACTUAL SERVICES	2,394	-	50,000	50,000	-	29,349	50,000
Totals for dept 91116 - ADA PROJECT 2011-2012		6,190	-	50,000	50,000	-	38,877	50,000
Dept 91508 - LED CONVERSION DOWNTOWN								
5300	CONTRACTUAL SERVICES	514,089	636,001	-	-	636,001	-	-
Totals for dept 91508 - LED CONVERSION DOWNTOWN		514,089	636,001	-	-	636,001	-	-
Dept 91805 - CITY HALL ROOF REPAIR 2018								
5700	CAPITAL OUTLAYS	25,518	-	-	-	-	-	-
Totals for dept 91805 - CITY HALL ROOF REPAIR 2018		25,518	-	-	-	-	-	-
Dept 91814 - MCGRAFT PARK - RESURFACING PARKING LOT A								
5300	CONTRACTUAL SERVICES	128,389	-	-	-	-	-	-
Totals for dept 91814 - MCGRAFT PARK - RESURFACING PARKING LOT A		128,389	-	-	-	-	-	-
Dept 91816 - IRRIGATION SYSTEMS , CITY HALL AND OTHER								
5300	CONTRACTUAL SERVICES	21,248	-	-	-	-	-	-
Totals for dept 91816 - IRRIGATION SYSTEMS , CITY HALL AND OTHER		21,248	-	-	-	-	-	-
Dept 91827 - IMPROVEMENT AT SMITH RYERSON								
5300	CONTRACTUAL SERVICES	7,284	117,123	-	-	117,123	-	-
Totals for dept 91827 - IMPROVEMENT AT SMITH RYERSON		7,284	117,123	-	-	117,123	-	-
Dept 91829 - ROOF REPLACEMENT MAUSOLEUM								
5300	CONTRACTUAL SERVICES	102,561	-	-	-	-	-	-
Totals for dept 91829- ROOF REPLACEMENT MAUSOLEUM		102,561	-	-	-	-	-	-
Dept 91921 - CITY HALL BOILERS, LED LIGHTING & BATHROOM UPGRADES								
5300	CONTRACTUAL SERVICES	-	6,420	-	-	6,420	-	-
Dept 91921 - CITY HALL BOILERS, LED LIGHTING & BATHROOM UPGRADES		-	6,420	-	-	6,420	-	-
Dept 92012 - LAKESHORE TRAIL REPAIRS								
5300	CONTRACTUAL SERVICES	-	11,195	-	-	11,195	-	-
Totals for dept 92012 - LAKESHORE TRAIL REPAIRS		-	11,195	-	-	11,195	-	-
DEPT 92019 - CITY HALL LED, BOILER, AND MISC								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	19,358	-
5700	CAPITAL OUTLAYS	-	11,660	-	35,000	11,660	280	35,000
Totals for dept 92019 - CITY HALL LED, BOILER, AND MISC		-	11,660	-	35,000	11,660	19,638	35,000
Dept 92025 - MENTAL HEALTH GRANT 2019								
5700	CAPITAL OUTLAYS	-	3,966	-	-	3,966	-	-
Totals for dept 92025 - MENTAL HEALTH GRANT 2019		-	3,966	-	-	3,966	-	-
Dept 92038 - NEW DOOR SYSTEM AT CITY HALL								
5700	CAPITAL OUTLAYS	-	-	-	14,000	-	13,824	14,000
Totals for dept 92038 - NEW DOOR SYSTEM AT CITY HALL		-	-	-	14,000	-	13,824	14,000
Dept 92041 - BEACHWOOD/BLUFFTON BIKE RACK								
5300	CONTRACTUAL SERVICES	-	-	-	25,534	-	25,435	25,534
Totals for dept 92041 - BEACHWOOD/BLUFFTON BIKE RACK		-	-	-	25,534	-	25,435	25,534
Dept 92042 - CTCL ELECTION GRANT								
5100	SALARIES & BENEFITS				-	-	52,784	-
5200	SUPPLIES				-	-	5,665	-
5300	CONTRACTUAL SERVICES				-	-	128,730	-
5700	CAPITAL OUTLAYS	-	-	-	433,580	-	222,254	433,580
Totals for dept 92042 - CTCL ELECTION GRANT		-	-	-	433,580	-	409,432	433,580
Dept 92043 - AAMODT PARK PLAYGROUND/PAVILLON								
5300	CONTRACTUAL SERVICES	-	-	-	130,000	-	96,439	130,000
Totals for dept 92043 - AAMODT PARK		-	-	-	130,000	-	96,439	130,000
Dept 92045 - MAUSOLEUM								
5300	CONTRACTUAL SERVICES	-	-	-	30,258	-	28,793	30,258
Totals for dept 92045 - MAUSOLEUM		-	-	-	30,258	-	28,793	30,258
Dept 92047 - CAPITAL IMPROVEMENT BONDS 2020								
5300	CONTRACTUAL SERVICES	-	-	-	655,026	-	55,026	655,026
Totals for dept 92047 - CAPITAL IMPROVEMENT BONDS 2020		-	-	-	655,026	-	55,026	655,026
Dept 92048 - CENTRAL DISPATCH PROJECT								
5700	CAPITAL OUTLAYS	-	-	-	2,500,000	-	2,346,087	2,500,000
Totals for dept 92048 - CENTRAL DISPATCH PROJECT		-	-	-	2,500,000	-	2,346,087	2,500,000
Dept 92049 - ARENA ROOF HVAC PAYOFF								
5300	CONTRACTUAL SERVICES	-	-	-	2,073,373	-	2,073,373	2,073,373
Totals for dept 92049 - ARENA ROOF HVAC PAYOFF		-	-	-	2,073,373	-	2,073,373	2,073,373
Dept 92050 - IAG GRANT 2020								

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND FY2021-22 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	JUNE 30, 2020 ACTUAL EXPENSES	JUNE 30, 2021 ACTUAL EXPENSE	2020-21 4th QUARTER REFORECAST
5300	LEGAL FEES	-	-	-	17,866	-	5,000	17,866
Totals for dept 92050 - JAG GRANT 2020		-	-	-	17,866	-	5,000	17,866
Dept 92101 - POLICE BODY CAMERAS								
5300	CONTRACTUAL SERVICES	-	-	-	490,000	-	227,967	490,000
Totals for dept 92101 - POLICE BODY CAMERAS		-	-	-	490,000	-	227,967	490,000
Dept 92105 - MENTAL HEALTH GRANT 2020								
5300	CONTRACTUAL SERVICES	-	-	-	22,189	-	18,225	22,189
Totals for dept 92105 - MENTAL HEALTH BALANCE 2020		-	-	-	22,189	-	18,225	22,189
Dept 92106 - BEACH STREET EXPANDED PARKING								
5300	CONTRACTUAL SERVICES	-	-	-	30,000	-	29,226	30,000
Totals for dept 92106 - BEACH STREET EXPANDED PARKING		-	-	-	30,000	-	29,226	30,000
Dept 92108 - SCBA REPLACEMENT								
5700	CONTRACTUAL SERVICES	-	-	-	233,620	-	233,620	233,620
Totals for dept 92108 - SCBA REPLACEMENT		-	-	-	233,620	-	233,620	233,620
Dept 94027								
5300	CONTRACTUAL SERVICES	-	360	-	-	360	-	-
Totals for dept 94027		-	360	-	-	360	-	-
Dept 99152 - DOJ JAG GRANT MUSKEGON HEIGHTS								
5300	CONTRACTUAL SERVICES	14,929	-	-	12,290	-	12,515	12,290
Totals for dept 99152 - DOJ JAG GRANT MUSKEGON HEIGHTS		14,929	-	-	12,290	-	12,515	12,290
TOTAL EXPENDITURES		28,643,929.83	30,258,785.74	28,871,143.00	37,006,217.00	30,258,786.18	31,722,408.92	37,461,277.00

NET OF REVENUES/EXPENDITURES - FUND 101	110,119	(605,356)	(393,288)	(232,815)	(605,357)	4,176,219	232,125
BEGINNING FUND BALANCE	6,687,516	6,797,635	6,192,279	6,192,279	6,797,635	6,192,279	6,192,279
ENDING FUND BALANCE	6,797,635	6,192,279	5,798,992	5,959,464	6,192,279	10,368,498	6,424,404

**BUDGET REPORT FOR CITY OF MUSKEGON
ADDITIONAL DETAIL GENERAL FUND**

Agency	Actual FY2018-19	Actual 2019	Original Budget FY2020-21	Actual 6/15/21	4th Quarter Reforecast
Muskegon Area Transit (MATS)	99,512	99,512	99,513	95,612	130,979
Neighborhood Association Grants	125,947	66,684	150,000	126,890	150,000
YMCA	-	-	-	100,000	100,000
Boys & Girls Club	30,000	80,000	100,000	77,681	77,681
Muskegon Public Schools Youth Recreation	20,000	20,000	20,000	20,000	20,000
Port City Football	5,000	5,000	5,000	-	-
Muskegon Area First	45,660	10,000	-	-	-
Veterans Memorial Day Costs	10,163	5,335	7,000	-	7,000
Downtown Muskegon Now	37,500	-	-	-	-
West Michigan Lake Hawks	5,400	4,500	4,500	-	-
Lakeside Business District	2,500	-	2,500	3,750	5,000
Latinos Working for the Future	-	1,000	1,000	-	-
community Encompass 3rd Street Mural	-	6,000	6,000	-	6,000
Cogic Community Center	-	250	250	-	250
211 Service	2,500	2,500	2,500	2,500	2,500
Harmony Park - Rotary	-	-	-	10,000	10,000
Muskegon Museum of Art Expansion	-	-	25,000	-	-
Community Foundation DEI Taskforce	-	-	-	-	25,000
Public Art Hubert Massey Mural	-	-	-	-	25,000
MLK Diversity Program	-	1,100	1,100	-	1,100
Muskegon Area Labor Management (MALMC)	-	-	1,000	-	1,000
Black Business Expo	-	-	-	2,490	2,490
Steelhead Sculpture	-	-	-	4,000	4,000
Support to Outside Agencies	384,182	301,881	425,363	442,923	568,000

Fund	Actual 2018-19	Actual 2019-20	Original Budget 2020-21	Actual Thru 3/31/2021	3rd Quarter Reforecast
Major Street Fund	250,000	-	-	-	-
Local Street Fund	-	250,000	100,000	-	100,000
Farmers Market Fund	35,000	45,000	55,000	-	105,000
Mercy Health Arena Fund	475,000	800,000	235,000	-	700,000
LDFA Debt Service Fund (Smartzone)	360,000	360,000	350,000	111,275	350,000
DDA Debt Service Fund	-	-	-	-	-
Public Improvement Fund	-	-	-	-	50,000
Tree Replacement Fund	-	7,500	-	-	-
State Grants Fund	-	10,000	-	-	-
Community Development Block Grant Fund	-	-	-	-	-
Public Service Building	-	-	-	-	200,000
Engineering Services Fund	-	20,000	-	-	50,000
General Insurance Fund	-	-	-	-	-
	1,120,000	1,492,500	740,000	111,275	1,555,000

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 4TH QUARTER REFORECAST 2020-21 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION		2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	March 31 2020 ACTUAL EXPENSE	March 31 2021 ACTUAL EXPENSES	2020-21 4th QUARTER REFORECAST
Fund 254 - MERCY HEALTH ARENA								
ESTIMATED REVENUES								
Dept 00000								
254-00000-4400	STATE GRANT	-	-	-	40,000	-	-	-
254-00000-4610	ANNEX REVENUE	69,620	69,552	70,000	60,000	19,824	(6,607)	-
254-00000-4619	MISC. SALES AND SERVICES	38,608	10,949	10,000	1,000	3,949	239	250
254-00000-4639	RAD DADS	89,808	142,683	50,000	100,000	25,000	15,000	145,000
254-00000-4640	TICKET SURCHARGE	-	31,589	35,000	7,500	31,589	2,229	7,500
254-00000-4643	VIP COMPENSATION		10,054	7,500	1,500	5,703	-	-
254-00000-4646	CONCESSIONS FOOD	90	74,207	85,000	25,000	70,035	14,397	35,000
254-00000-4647	MERCHANDISE - ARENA	40,197	22,945	42,000	4,000	22,454	-	1,500
254-00000-4651	REIMBURSEMENT	330	3,112	-	-	3,112	(59,810)	-
254-00000-4665	ADVERTISING REVENUE	62,000	106,000	124,000	124,000	6,000	6,000	106,000
254-00000-4666	PARKING LOT RENTAL - WESTERN AVENUE	21,360	24,103	24,000	4,000	24,103	5,005	10,000
254-00000-4667	PARKING LOT RENTAL	17,663	10,902	12,000	12,000	10,902	335	500
254-00000-4677	RENT	259,325	143,976	215,000	202,278	94,500	70,780	133,226
254-00000-4691	ARENA EVENT REVENUE	104,660	179,191	230,000	25,000	178,909	30,866	90,000
254-00000-4692	ARENA MAINTENANCE CHARGE	-	762	-	-	142	-	-
254-00000-4695	SHOP RENTAL	702	-	1,000	-	-	-	-
254-00000-4696	CONCESSION NON ALCHOLIC	220,197	49,138	60,000	22,000	48,678	6,404	18,000
254-00000-4697	ALCOHOLIC BEVERAGE	204,799	119,539	180,000	30,000	117,469	18,934	40,000
254-00000-4698	FLOOR/ICE HOCKEY RENTAL	175,797	190,825	170,000	190,000	135,746	165,023	200,000
254-00000-4699	THIRD PARTY SALES/FOOD HUB	-	40,010	45,000	3,000	40,010	-	-
254-00000-4800	MISC. & SUNDRY	3,305	5,978	4,000	4,000	5,184	5,515	5,700
254-00000-4801	CASH OVER/SHORT	9		-	-			-
254-00000-4802	REIMB: SERVICES RENDERED	1,500	10,665	-	15,000	9,750	11,900	11,900
254-00000-4805	CONTRIBUTIONS	4,100	6,250	-	-	6,250	4,868	-
254-00000-4808	SALE OF PROPERTY AND EQUIPMENT	-		-	-			-
254-00000-4901	OP. TRANS FROM GENERAL FUND	476,486	800,000	235,000	550,000	-	-	700,000
254-00000-4904	OP. TRANS FROM CAPITAL PROJECTS	-		-	-			40,000
254-00000-4970	INTEREST INCOME	-		-	-			-
Totals for dept 00000 -		1,790,556	2,052,428	1,599,500	1,420,278	859,310	291,077	1,544,576
TOTAL ESTIMATED REVENUES		1,790,556	2,052,428	1,599,500	1,420,278	859,310	291,077	1,544,576
EXPENDITURES								
Dept 70805 - MERCY HEALTH ARENA								
5100	SALARIES AND BENEFITS	66,081	164,833	196,843	385,881	128,968	227,344	385,881
5200	SUPPLIES	354,884	301,725	225,000	225,000	285,089	179,667	245,000
5300	CONTRACTUAL SERVICES	1,310,152	1,322,263	1,090,000	670,000	1,179,947	457,564	700,000
5400	OTHER EXPENSES	-	9,420	-	20,750	2,180	34,810	35,000
5700	CAPITAL OUTLAYS	74,579	246,686	50,000	100,000	182,370	164,673	125,000
Totals for dept 70805 - L C WALKER ARENA		1,805,697	2,044,927	1,561,843	1,401,631	1,778,554	1,064,058	1,490,881
Dept 90135 - ANNEX REPAIR								
5700	CAPITAL OUTLAYS	-	-	-	-			
Totals for dept 90135 - ANNEX REPAIR		-	-	-	-	-	-	-
Dept 92039 - LOCKER ROOM IMPROVEMENTS ARENA								
5300	CONTRACTUAL SERVICES	-	-		10,930		15,821	10,930
Totals for dept 92039 - LOCKER ROOM IMPROVEMENTS ARENA		-	-	-	10,930	-	15,821	10,930
Dept 93015								
5300	CONTRACTUAL SERVICES	-	2,595					
Totals for dept 93015		-	2,595	-	-	-	-	-
TOTAL EXPENDITURES		1,805,697	2,047,522	1,561,843	1,412,561	1,778,554	1,079,879	1,501,811
NET OF REVENUES/EXPENDITURES - FUND 254		(15,141)	4,906	37,657	7,717	(919,244)	(788,802)	42,765
BEGINNING FUND BALANCE		43,252	28,112	33,018	33,018	33,018	33,018	28,112
ENDING FUND BALANCE		28,112	33,018	70,675	40,735	(886,226)	(755,784)	70,877

WATCH MUSKEGON

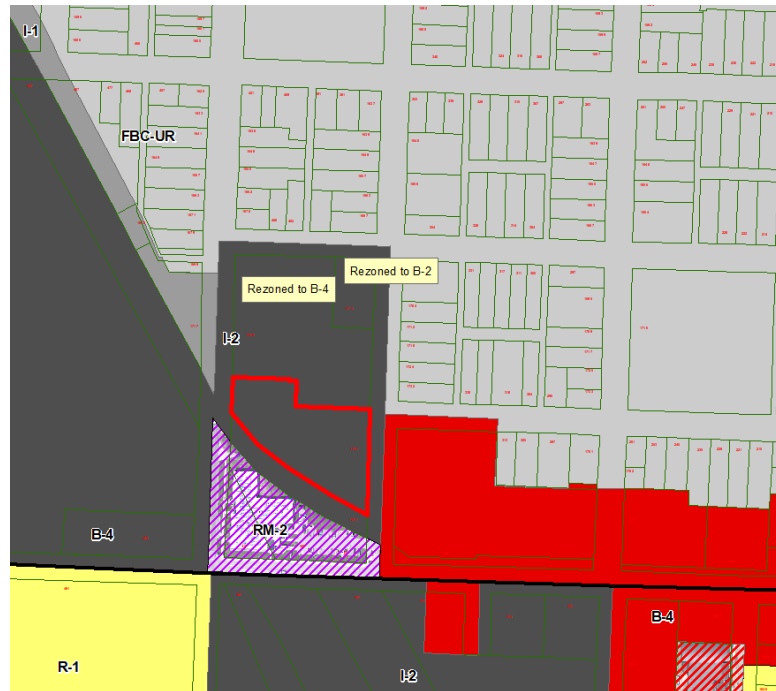
Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 4/22/21	Title: Rezoning of 1747 7 th St
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to rezone the property at 1747 7 th St from I-2, General Industrial to B-4, General Business, by Muskegon Rescue Mission.	
Detailed Summary: The Planning Commission unanimously voted in favor of recommending approval of the rezoning to the City Commission.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to rezone the property at	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

SUMMARY

1. The property measures 1.2 acres and has frontage on 7th St and Park St.
2. The Muskegon Rescue Mission is requesting a rezoning to B-4, General Business, in order to develop the property as a center for social services, childcare and training.
3. The property is adjacent to the Rescue Missions shelter at 400 W Laketon Ave.
4. Notice was sent to applicants within 300 feet of the property. At the time of this writing, staff had not received any comments from the public.

Zoning Map



Aerial Map



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO.

An ordinance to amend the zoning map of the City to provide for a zone change for 1747 7th St from I-2, General Industrial to B-4, General Business

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for 1747 7th St from I-2, General Industrial to B-4, General Business.

CITY OF MUSKEGON REVISED PLAT OF 1903 PART OF BLKS 450 460 & LARCH AVE VAC COM AT NE COR BLK 460 TH N 45.95 FT TH W 186.7 FT TH N 64.3 FT TH W 13.25 FT TH N 2.15 FT TH W 148.72 FT TO W LINE BLK 450 AT A PT 303.27 FT S OF NW COR SAID BLK TH S TO N LINE GT R/W TH SELY ALONG SAID R/W TO E LINE BLK 460 TH N TO BEG

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE (Rezoning 1747 7th from I-2 to B-4)

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

DATED: _____, 2021 _____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on June 22, 2021, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 1747 7th from I-2 to B-4:

CITY OF MUSKEGON REVISED PLAT OF 1903 PART OF BLKS 450 460 & LARCH AVE VAC COM AT NE COR BLK 460 TH N 45.95 FT TH W 186.7 FT TH N 64.3 FT TH W 13.25 FT TH N 2.15 FT TH W 148.72 FT TO W LINE BLK 450 AT A PT 303.27 FT S OF NW COR SAID BLK TH S TO N LINE GT R/W TH SELY ALONG SAID R/W TO E LINE BLK 460 TH N TO BEG

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

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

Published _____, 2021

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22 nd , 2021	Title: Public Hearing – Drinking Water Project Plan
Submitted By: Leo Evans	Department: Public Works
Brief Summary: To host a public hearing relative to the updated City of Muskegon Project Plan for Drinking Water upgrades. The plan highlights the next few years of improvement projects.	
Detailed Summary: Staff contracted with Prein & Newhof to complete a required update to our previous project plan which is required to maintain eligibility for Drinking Water Revolving Fund (SRF) financing and grants. These programs are used to finance a relatively large portion of our water and sewer work in recent years including projects on Peck Street and Amity Avenue that are currently underway. This plan represents an update to the previously published 2019 plan which includes a continuation of many of the projects identified in that plan, as well as a shift in future focus to include substantial investments towards lead service line replacements within the city. The project plan is currently available on the City website for review. Prein & Newhof will offer a short presentation of the project plan and public comment on the plan is encouraged.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Close the Public Hearing, approve the drinking water system project plan, and authorize the Mayor and Clerk to sign a resolution in support of the plan.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐	

For City Clerk Use Only:

Commission Action:

**A RESOLUTION ADOPTING A FINAL PROJECT PLAN
FOR WATER SYSTEM IMPROVEMENTS AND
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

WHEREAS, the City of Muskegon recognizes the need to make improvements to its existing water supply and distribution system; and

WHEREAS, the City of Muskegon authorized Prein&Newhof to prepare a Project Plan, which recommends improvements to provide a more reliable and resilient water supply and distribution system including replacement of aging or undersized water mains, replacement of lead service lines, which can cause elevated lead concentrations in homes, and replacement or rehabilitation of aging components of the Water Filtration Plant and pumping stations; and

WHEREAS, said Project Plan was presented at a Public Hearing held on June 22, 2021 and all public comments at the hearing or written comments submitted during the public comment period have been considered and addressed.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon formally adopts said Project Plan and agrees to implement the selected FY 2022 projects based on the selected alternatives for those projects.

BE IT FURTHER RESOLVED, that the Director of Public Works, a position currently held by Leo Evans, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a Drinking Water Revolving Fund Loan to assist in the implementation of the selected alternative.

Yeas:

Nays:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on June 22, 2021.

BY: Ann Meisch, City Clerk

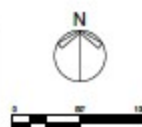
Signature

Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 6/22/2021	Title: Harbor 31 Viridian Shores Housing Development Neighborhood Enterprise Zone Hearing and Resolution
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: The development team at Harbor 31 has requested that the City of Muskegon create a Neighborhood Enterprise Zone around certain parcels at the Harbor 31 development site intended for owner-occupied housing units.	
Detailed Summary: The developers have planned a multi-phase, multi-use buildout for the Harbor 31 site which includes single family detached residential as well as owner-occupied townhomes. In order to make these homes marketable due to the large amount of environmental mitigation required, the developer has requested that an NEZ district be created so that future buyers can request Neighborhood Enterprise Zone certificates for their respective home builds. The process laid out in the attached resolution will comply with Public Act 147 of 1992 (NEZ Act) so that the City properly notices taxing jurisdictions and holds the required public hearing in the time frames as stipulated. The hearing has been properly noticed and taxing jurisdictions duly informed. The hearing tonight and subsequent resolution, if passed, will create a district wherein owners of lots may request NEZ certificates as incentive for new residential construction.	
Amount Requested: \$0	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Motion to approve the Resolution creating the Neighborhood Enterprise Zone for the Viridian Shores Development at Harbor 31 as presented.	
For City Clerk Use Only: Commission Action:	



City of Muskegon
Muskegon County, Michigan

RESOLUTION NO. _____

A Resolution approving a Neighborhood Enterprise Zone at Harbor 31

The City Commission of the City of Muskegon hereby resolves:

1. Public Act 147 of the Michigan Public Acts of 1992, MCL 207.771, et seq., the Neighborhood Enterprise Zone Act, provides for the establishment of Neighborhood Enterprise Zones exemption from ad valorem property taxes and levy of a specific property tax in lieu thereof on structures which qualify for certificates under the Act.
2. The City of Muskegon meets all the criteria set forth in Section 2 (d) (i) of the Act and therefore meets the distress criteria of the Act.
3. The City Commission hereby finds that the designation of areas within the City's Neighborhood Enterprise Zones is consistent with the Master Plan of the City and with the City's Neighborhood Preservation and Economic Development Goals.
4. The City has adopted a statement of its goals, objectives and policies relative to the maintenance, preservation, improvement, and development of housing for all persons regardless of income level living within the proposed Neighborhood Enterprise Zones.
5. That the City Commission desires to take advantage of the Neighborhood Enterprise Zone Act and recognizes the requirement that the designations of Neighborhood Enterprise Zones be approved by resolution adopted by it. Further the City recognizes and acknowledges that public notice and a prior public hearing have been accomplished.
6. The City Commission has adopted an amendment to its Housing Maintenance Code requiring that no sale of a property subject to a Neighborhood Enterprise Zone certificate may be finalized until compliance with local construction or safety codes has been accomplished.

NOW THEREFORE BE IT RESOLVED that the following area is approved as a Neighborhood Enterprise Zone for new facilities as defined within the Neighborhood Enterprise Zone Act, and as allowed in accordance with section 3 (2) of the Act:

[The description for the new facility zone are attached as Exhibit A]

This resolution passed.

Ayes _____

Nays _____

CITY OF MUSKEGON

By _____
Ann Meisch, City Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on _____, 2021. The meeting was properly held and noticed pursuant to the Open meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By _____
Ann Meisch, City Clerk

EXHIBIT A

(Site Plan Attached)

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22, 2021	Title: Alley Vacation – Holbrook/Huizenga
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to vacate the alley north of Holbrook Ave and east of Huizenga St, by Newkirk Electric Associates.	
Detailed Summary: The Planning Commission unanimously recommended vacation of the alley as requested with the condition that the applicant screen the existing storage areas with a wooden privacy fence and remove all barbed wire.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To (approve/deny) the request to vacate the alley north of Holbrook Ave and east of Huizenga St.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Planning Commission Excerpt

SUMMARY

1. This alley exists only on paper and does not function for traffic.
2. The applicant owns both properties that are separated by the alley.
3. The applicant is requesting to vacate the alley in order to expand outdoor operations.
4. The area is zoned for industrial and is part of the Medendorp Industrial Park.
5. Some of the outdoor storage areas are causing blight, visible from Laketon Ave, Roberts St and Keating Ave.





Aerial Map



STAFF RECOMMENDATION

Staff recommends approval of the request, contingent upon the applicant screening storage areas with a wooden privacy fence. It also appears that barbed wire, which is not allowed, has been installed on some of the newer fences.

CITY OF MUSKEGON

RESOLUTION No. _____

RESOLUTION TO VACATE A PUBLIC ALLEY

WHEREAS, a petition has been received to vacate the alley north of Holbrook Ave and east of Huizenga St; and

WHEREAS, the Planning Commission held a public hearing on June 10, 2021 to consider the petition and subsequently recommended the vacation; and

WHEREAS, due notice had been given of said hearing as well as the June 22, 2021 City Commission meeting to consider the recommendation of the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED that the City Commission deems it advisable for the public interest to vacate the alley north of Holbrook Ave and east of Huizenga St; and

BE IT FURTHER RESOLVED that the City Commission does hereby declare the said alley vacated and discontinued provided, however, that this action on the part of the City Commission shall not operate so as to conflict with any fire access or the utility rights heretofore acquired by the City or by any public service utility in the City of Muskegon, operating in, over and upon said portion of street hereby vacated, and it is hereby expressly declared that any such rights shall remain in full force and effect;

BE IT FURTHER RESOLVED that after any maintenance and repair by the City, the city shall restore the disturbed area to the grade and paving in existence at the time of vacation. The City shall not be responsible to replace special planting, landscaping, fences or any structure. No structure shall be placed in the vacated street which, in the sole judgment of the City, will interfere with the repair or maintenance of utilities in the easement, public or private.

Adopted this 22nd day of June 2021.

Ayes:

Nays:

Absent:

By: _____

Stephen J. Gawron, Mayor

Attest: _____

Ann Meisch, MMC, City Clerk

CERTIFICATE (Vacation of the alley north of Holbrook Ave and east of Huizenga St)

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on June 22, 2021.

Ann Meisch, MMC

Clerk, City of Muskegon

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 6/22/21	Title: Amendment to Harbour Towne PUD
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request for an amendment to the Harbour Towne Planned Unit Development to allow for a storage container to be placed at 3505 Marina View Point (Dockers).	
Detailed Summary: A motion to recommend denial of the request was passed by the Planning Commission by a 5-2 vote.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Request for an amendment to the Harbour Towne Planned Unit Development to allow for a storage container to be placed at 3505 Marina View Point.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

PLANNING COMMISSION EXCERPT

Hearing, Case 2021-18: Request for an amendment to the Harbour Towne Planned Unit Development to allow for a storage container to be placed at 3505 Marina View Point (Dockers).

SUMMARY

1. The property is part of the Harbour Towne Planned Unit Development (PUD).
2. A storage building was not part of the original PUD, so it requires an amendment to the PUD.
3. The container is currently located on site and was being used temporarily during construction. The applicant is now in need for permanent storage for the restaurant facility. The applicant is proposing to paint the container and add murals to it as well.
4. The container is larger than 200 sf (320 sf), so the Inspections Department would require a building permit for it to become a permanent structure.
5. Notice was sent to applicants within 300 feet of the property. At the time of this writing, staff had received one comment from Chris and Beth Cok, 1466 W Harbour Towne Cir who are opposed to a container and would prefer similar construction materials as used in the restaurant building.
6. Please see the enclosed site plan and rendering.

Current Picture of Container. Trailer to be Removed.



CITY OF MUSKEGON
RESOLUTION #2021-

**RESOLUTION TO AMEND THE PLANNED UNIT DEVELOPMENT FOR
HARBOUR TOWNE**

WHEREAS, a petition to amend the Planned Unit Development at 3505 Marina Point View 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 proposed amendment is to allow a storage container to be placed at Dockers Restaurant, 3505 Marina Point View; and

NOW, THEREFORE, BE IT RESOLVED that the amendment to the final Planned Unit Development is hereby approved.

Adopted this 22nd day of June 2021

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron
Mayor

Attest: _____
Ann Meisch
Clerk, City of Muskegon

CERTIFICATE
(Amendment to PUD at 3505 Marina Point View)

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 22nd day of June, 2021, 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: _____, 2021.

Ann Meisch
Clerk, City of Muskegon

Case 2021-18: 3505 Marina View Point

I am a condo owner at 3710 Channel View Point. My driveway and entrance to my condo is in full view of the parking lot for Dockers. We have been facing this very green container for the last few years at the east end of the parking lot along with the garbage bins that are rarely kept up or clean.

I have no problem with a storage unit placed there, but should be hidden by fence or some barrier that would be representative of the buildings around it so that we don't have to look at the mess that's there now every time we come home or leave my condo. Dockers is open approximately 4 months a year. The containers and garbage area is in full view for 12 months a year. It seems to me that the city would be very concerned about the looks that all people coming in and leaving the restaurant (4 months) as well as all residents on Channel View Point (12 months) and Marina View Point (12 months) have to endure. Now this area is an eyesore and it's the 1st thing people see when coming into the establishment and/or our condos.

We need to keep the lakefront property in the best shape possible for all visitors coming to our city whether neighbors or visitors. There is only one Lake Shore. Please make this area a pleasing site rather than the mess it looks now.

Thank you

Ken Bandstra

Dear Mike,

We are writing this letter to share the perspective of Harbour Towne Condominium Association (HTCA) related to the recent petition for an amendment (Case# 2021-18) to the Lakeshore Recreational Planned Unit Development by Dockers Restaurant to allow a shipping container to be placed at 3505 Marina View Point. Our Association is not taking a specific position on this petition, however we are requesting that certain stipulations be included in any and all future amendments.

Those stipulations include the following:

- Any permanent structures have an exterior appearance consistent with the color and architecture of the existing Harbour Towne structures surrounding Dockers Restaurant.
- Permanent structures be maintained and landscaped to enhance the appearance of the surrounding area.
- Dumpster lids and the gates of the trash enclosure be kept closed to prevent nuisance animal related issues and street view visibility.
- Outdoor storage of used, seasonal or other nonbusiness related items such as truck toppers, old tables and chairs be prohibited.
- Adequate parking spaces be aligned to the restaurant's capacity limits to allow for all patrons to park in designated parking spots and not on landscaped or dune scaped areas.

HTCA spends considerable monies each year to maintain the appearance of our buildings and surrounding landscape. The natural look of our community and our location continues to keep us one of the most desired condominium communities on the lakeshore. We continue to attract new residents and returning residents to the City of Muskegon. Having a seasonal restaurant within a short walk of our homes is a positive attribute of our community and we support Dockers Restaurant's continued success. We are asking for the City of Muskegon and the Planning Commission to include the above stipulations as part of all future amendments to the Harbour Towne LR-PUD to maintain the appearance and desirability of our development.

Sincerely,

Harbour Towne Condominium Association Board of Directors

Barb Vukits

President

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22 nd , 2021	Title: YEP Partnership
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is seeking authorization to enter into an agreement with Community Encompass through their YEP (Youth Empowerment Program) to provide seasonal staffing services within the City.

Detailed Summary:

Staff has struggled to hire an adequate number of seasonal staff to provide the expected level of services throughout the city. Staff anticipated a need to hire approximately 30-35 seasonal workers within DPW to provide services primarily within the Parks and Cemetery Departments throughout the peak tourist seasons in 2021. To date we have been able to fill approximately 15 of those vacancies through our current contractual relationship with GoodTemps.

As such staff reached out to Community Encompass to see if there would be a possibility through the YEP program for Community Encompass to provide crew(s) of workers that could be utilized to perform seasonal duties that would normally be provided through GoodTemps staff.

Community Encompass was able to meet that commitment as outlined in the attached agreement which would see approximately 10-12 kids employed through Community Encompass working for the City of Muskegon in a seasonal capacity. Workers in this program are generally high school aged students that do not meet the age requirements to be employed for the city through GoodTemps.

The employees in these positions would be assigned to light duties including mowing, weed whipping, trash collection within the social district, bathroom cleaning, and other low-risk duties that would not involve the use of heavy equipment or the operation of City vehicles. YEP Crews would consist of 3-4 workers and a crew supervisor. The crew supervisor would be responsible to work in partnership with City DPW staff to identify and prioritize tasks throughout the work week.

Community Encompass would invoice the city for the labor expenses + markup in the same manner that is done by GoodTemps.

Community Encompass will provide supervision and transportation for the workers. City will provide equipment and supplies for use by the crews.

The cost of this program is already contained within the Contractual Services line items of multiple city budgets and would not represent a cost increase to the city rather the cost would be deferred away from expenses related to employing staff through GoodTemps. If fully utilized staff estimates the value of this contract at approximately \$100,000.

City staff supports this partnership as a way to help us achieve our proper staffing levels for the summer season and maintain the expected level of service within the City. This program can also serve as an introduction for students in the YEP program to learn about potential career paths within the City and help us address the longer term systemic issues we have obtaining qualified applicants for many of our positions.

Amount Requested: \$100,000

Amount Budgeted: \$100,000

Fund(s) or Account(s):

101-70276/70751-5346

(Cemeteries & Parks)

Fund(s) or Account(s):

101-70276/70751-5346

(Cemeteries & Parks)

Recommended Motion:

Authorize staff to enter into the attached agreement with Community Encompass to provide seasonal workers through their YEP program.

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 CONTRACT FOR TEMPORARY STAFFING SERVICES

This Agreement is effective ~~on the 1st day of June 2021~~ upon execution between City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, MI 49443 ("City") and Community enCompass, of 1105 Terrace Street, Muskegon, MI 49444 ("Contractor") with reference to the following facts:

Background

- A. City requested to have Community enCompass partner with the Public Works Department to maintain the parks and cemeteries throughout the city, but primarily within the McLaughlin and Nelson neighborhoods.
- B. Contractor agreed to provide 10-15 youth with 1 supervisor per team of 4-5 students. to support the public works department in maintaining the parks and cemeteries.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

This Agreement constitutes the Agreement between the parties and is the sole document involved in providing the services listed.

In the event that there are inconsistencies within the Agreement, the Contractor shall immediately notify the City, in writing, for a determination, interpretation, clarification and/or prioritization of the inconsistencies.

1. Services. Contractor shall provide the following services

~~— Mowing and Trimming at the following locations:~~

~~a. City to list property names or a description of the area boundaries for the work to be determined locations within the City, but primarily focused within the Nelson and McLaughlin neighborhoods.~~

~~• b. Other additional light maintenance and cleaning services as mutually agreed upon, but similar in nature to work performed by City Seasonal Staff.~~

~~a-c.~~ During the months of June – August, the contractor will provide up to 36 hours of labor per week per employee. During

Formatted: Indent: Left: 1.36", Hanging: 0.2",
Numbered + Level: 3 + Numbering Style: a, b, c, ... +
Start at: 1 + Alignment: Left + Aligned at: -0.43" +
Indent at: 0.07", Tab stops: 1.56", Left + Not at 1.58"

Formatted: Font color: Red

September and October, the contractor will provide a reduced workforce to support leaf disposal. The employees are students and will not have as much availability in the fall.

2. **Equipment.** The City shall supply all the lawn and safety equipment mandated for employees while on assignment with the City. Examples of this equipment includes lawn mowers, gas for the lawn mowers, trimmers, line for the string trimers, rakes as well as any maintenance required on the equipment

3. **Expenses.** Contractor shall be responsible to pay for all expenses incurred by Contractor related to the performance of its duties under this Agreement.

4. **Contract Billing.** City agrees to pay Contractor, in full consideration for the complete performance of Contractor's obligations under this Agreement:

- a. Youth will be paid at a rate of \$12/hour
- b. Supervisors will be paid at a rate of \$15/hour
- c. For all positions, contractor will bill a markup of 37.5% to cover taxes, insurance and administrative costs.

5. **Payment.** Contractor shall submit detailed invoices on a weekly basis for the prior week's services. Payments according to this agreement are invoiced and paid on a weekly basis. Requests for payment shall be submitted on a detailed invoice to the City weekly for the previous week. The City agrees that payment shall be due on NET 14 day terms.

6. **Specific Reservations.** City reserves the right to discontinue its use of temporary employees from contractor as it determines appropriate.

7. **Terms and Termination.** This Agreement shall be effective ~~beginning June 1, 2021~~ on the date of execution, and shall remain in full force and at the same terms through October 31, 2021, with an option to renew for an additional term, if mutually agreed upon by both parties as memorialized in a written and signed agreement.

8. **Commencement and Damages.**

a. **Commencement.** Contractor shall commence performance under this Agreement upon its execution.

The City shall notify Contractor of any violation of the Agreement. It shall be the duty of Contractor to remedy a Contractor violation.

Failure to perform pursuant to this Agreement for a period in excess of five (5) consecutive scheduled, working days, or failure for a similar period, to perform in the manner required, and provided such failure is not a result of war, insurrection, riots, or acts of God, the City may, at its option and after written notice to Contractor, utilize any or all of Contractor's equipment used in performance of this Agreement until such time the matter is

resolved and the Contractor is performing under the terms of the Agreement.

b. **Appeal.** The City's determination regarding damages shall be final and binding on both parties, unless appealed, in writing to the City Manager or his designee within ten (10) working days after notice. The City Manager or his designee shall grant Contractor an informal hearing upon such request. The decision of the City Manager shall be final and binding.

9. **Insurance and Indemnity.**

a. **City Insurance Requirement.** The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to City of Muskegon. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

b. **Worker's Compensation Insurance,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

c. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

d. **Automobile Liability,** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

e. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** The City of Muskegon, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the City of Muskegon may have in effect shall be considered secondary and/or excess.

f. **Cancellation Notice:** Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (City of Muskegon, FINANCE & ADMINISTRATIVE SERVICES DIRECTOR, 933 Terrace St, PO Box 536,

Muskegon, Michigan 49443-0536).

g. **Proof of Insurance Coverage.** Contractor shall provide the City at the time the contracts are returned for execution, certificates and policies endorsing the City as additional insured as listed below:

- i. Two (2) copies of Certificates of Insurance for Workers' Compensation Insurance, if applicable;
- ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance; and
- iii. If so requested, Certified Copies of all policies mentioned above will be furnished.

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

10. **Income Tax Withholding.** Contractor shall withhold income taxes from each employee, and pay such tax in accordance with the City of Muskegon Income Tax Ordinance and all applicable laws associated with that ordinance. Contractor shall require the same from each subcontractor, consultant or vendor used in the performance of his duties and obligations in this Agreement. City reserves the right to withhold payments otherwise due to Contractor to assure compliance with this Agreement or to cure such noncompliance.

11. **General Provisions.**

a. **Notices.** Any notice that either party may give or is required to give under this Agreement shall be in writing, specify the position, department and location assigned, and, if mailed, shall be effective on the day it is delivered to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing. Notices given in person are effective on the day they are given.

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

c. **Assignment or Delegation.** Neither party shall assign all nor any portion of its rights nor obligations contained in this Agreement without express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.

d. **Entire Agreement.** This Agreement and the documents specified in section 1 shall constitute the entire agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into, by, and between the parties with respect to the subject matter of this Agreement, and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.

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

f. **Waiver.** City may waive all or any portion of damages without prejudicing its rights under this Agreement.

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

h. **Venue.** The parties agree that, for purposes of any dispute in connection with this Agreement, the Muskegon County District or Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.

i. **Survival.** All representations, warranties, and covenants in this Agreement shall survive the signing of this Agreement.

City and Contractor have executed this Agreement on the date written next to their signatures to be effective according to the term(s) stated in this document.

City-

Date: _____, 2021

CITY OF MUSKEGON

By: _____

Stephen P. Gawron
Mayor

And: _____

Ann Marie Meisch, MMC
City Clerk

Contractor-

Date: _____, 2021

By: _____

Kimi George
Executive Director
Community enCompass

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

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

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

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

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

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

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

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)726-2325

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

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

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

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

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

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

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

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

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

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

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



June 7, 2021

Mayor Stephen Gawron
Muskegon City Hall
933 Terrace Street
Muskegon, MI 49440

Re: Conflict of Interest: Community enCompass

Dear Mayor Gawron:

The City of Muskegon is considering entering into a contract with Bethany Housing Ministries d/b/a Community enCompass ("Community enCompass"). As a City Commissioner for the City of Muskegon, the following letter is provided.

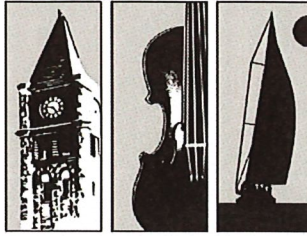
As you are aware, I am employed by Community enCompass. More specifically, I am the Director of Homeless Services, which focuses solely on providing housing services and financial assistance to individuals who are homeless or at risk of becoming homeless, which includes eviction prevention services. I oversee 25 full-time and part-time employees and a budget of approximately \$ 7.9 million, including the COVID Emergency Rental Assistance program.

It is my understanding that the City of Muskegon is seeking to enter into a contract with Community enCompass to help provide the City with seasonal staffing services. The City needs to hire 30-35 seasonal employees. The City currently has a contract with two temporary employment services, but they have been able to fill only 11 of those vacancies as of June 2, 2021. Community enCompass believes it will be able to fill 10-12 vacancies from its Youth Empowerment Program (YEP). The YEP Youth program provides early work experiences for children in low to moderate income households and provides educational opportunities promoting leadership skills. Approximately 21 high school youth are involved, with an anticipated budget of approximately \$100,000.

I receive no direct benefit from the City funding this program. I have no involvement in the YEP Youth Program. The programs I oversee do not receive any monies from the YEP Youth Program. My salary will not change based upon whether the City of Muskegon funds or does not fund the YEP Youth Program.

I do not foresee any indirect benefit from the City funding this program. I have no knowledge as to whether any of the money proposed for this program would go towards general operating expenses of Community enCompass. Further, it would be unlikely that anyone participating in one of my programs would also benefit from the YEP Youth Program.

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

I have had no involvement or discussions, either with City of Muskegon's staff or Community enCompass' staff, concerning this matter.

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

Very truly yours,

A large, stylized handwritten signature in blue ink, which appears to be 'Michael Ramsey', is written over the 'Very truly yours,' and extends across the middle of the page.

Michael Ramsey

C: Ann Meisch
Leo Evans
Frank Peterson

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22, 2021	Title: Special Event Fee Waiver-Rebel Road
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Child Abuse Council is seeking a Special Event Fee Waiver for Rebel Road on July 16-18, 2021.	
Detailed Summary: Rebel Road is moving to Hackley Park this year. They are asking their City fees be waived for 2021. Gathering an estimated cost for their event is difficult as it has multiple variables and their special event application has "possibly" written next to some equipment requests. The minimum estimated cost of their event is \$9,700 (\$1500 Hackley Park use fee for 3 days, \$7,200 in Police Staff time (4 officers, \$60/hr, total of 30 hours), and at least \$1,000 in DPW fees (estimated costs for barricades and hydrant use; would be different if picnic tables are used.)) Due to Rebel Road not being on Hackley Park this year and the likelihood of motorcycles still parking on Western Ave, City staff will still need to: close Western Ave from Jefferson to 7th, provide Police Staff, extra Social District security personnel, portable restrooms, picnic tables, extra trash cans, staff to empty trash cans, rent a dumpster, etc. The estimated cost of the closing and maintenance of Western Ave is \$27,590 (\$16,200 in Police Staff time (9 officers, \$60/hr, 30 hours), \$1,140 in extra security personnel (2 staff members, \$19/hr, 30 hours), \$2,500 for portable restrooms, \$7,000 in DPW fees (barricading streets, moving picnic tables, 2 staff members during the event to handle trash), and \$750 for dumpster rental and emptying during the event. Staff has increasing the social district sticker cost for this event and charging food trucks to be able to park on Western Ave to help the restaurants with the volume. This being the first year with the social district, we are unable to determine an estimated revenue at this time.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request in part from the Child Abuse Council and waive up to \$5,000 in Special Event Fees for Rebel Road.	
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 US GO

CITY OF MUSKEGON

**SPECIAL EVENT
FEE WAIVER
APPLICATION**

City Clerk's Office • 933 Terrace St • Muskegon, MI 49440 • 231-724-6705

This form must be submitted at least 30 days before your event date. In rare cases the City Commission may consider an application up to 30 days after the invoice is sent.

ORGANIZATION'S INFORMATION

EVENT TITLE: Rebel Road

Applicant Name: Kyleen Gee

Organization Name: Child Abuse Council of Muskegon County

Non-Profit I.D. or Tax Exempt #: 38-2195091

Address: 1781 Peck Street

Muskegon

City

Michigan

State

49441

Zip

Phone: (231) 728-6410

Cell: (231) 740-0732

Email Address: kyleengee@childabusecouncil.org

Fax: (231) 375-5307

EVENT INFORMATION

Event Type *(please select all that apply):*

☐ Race *(run, walk, bike, etc.)*

☐ Tournament *Type:* _____

☐ Parade

☐ Pass-Through

☒ Street Fair/Festival

☒ Fundraiser *Benefitting:* Child Abuse Council

☐ Concert

☐ Other _____

Event Location: _____

Why are you requesting to waive the Special Event Fee?

I am respectfully requesting the City of Muskegon to waive the following fees:

* Rental fee for Hackley Park for July 15-July 17, 2021

* Street closure, law enforcement, and DPW fees for:

* Third Street between Western and Clay

* Fourth Street between Western and Clay

* Clay Avenue between Third and Fifth Streets

* Webster Avenue between Third and Fourth Streets

From 2015-2019, Rebel Road has been located on Western Avenue between Terrace and Eight Street. With the new Social District in place, our event is having to adapt and create a new footprint. While we are hopeful this new footprint will be successful, it is a large gamble on our part as to whether the 2021 event will be profitable. Every expense is paid by the Child Abuse Council of Muskegon County, a 501(c)(3) organization. If City fees are waived, it will give our event a chance to potentially make a profit.

Please identify the hardship incurred (*please attach additional pages, if necessary*):

The Child Abuse Council of Muskegon County wanted to continue to operate Rebel Road along Western Avenue. When the City of Muskegon decided to not suspend the Social District for the five days of our event, we were asked to adapt and try something new. Rebel Road has and can continue to contribute to the success of the downtown district and the City of Muskegon as a whole. We have agreed to modify our footprint and are cautiously optimistic about the success of the 2021 event. It would be a huge help to the Child Abuse Council of Muskegon County if the City of Muskegon would help our non-profit by waiving the 2021 fees.

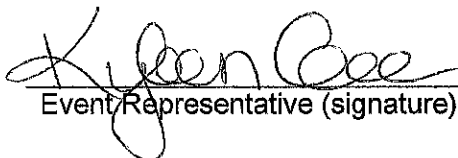
Please identify how your organization benefits the community as outlined in the criteria below.
Please be specific (*attach additional pages, if necessary*):

The Child Abuse Council of Muskegon County has been serving the Muskegon community since 1975. Our mission is to prevent and treat child abuse and neglect through education, child advocacy and community collaboration. Through our programs, we serve over 21,000 children every year, including children in the City of Muskegon. We will never turn a child or family away due to their inability to pay so all of our services are free to those who need them.

CRITERIA CONSIDERED

The City will consider the following when reviewing a special event fee waiver request:

- Raises funds to supplement City budgeted services.
- Raises funds for programs normally funded by the City.
- Raises funds for Non-Profit groups, which have contributed substantially to the community.
- Raises funds for elderly citizens or youth organizations.


Event Representative (signature)

5-18-2021
Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: June 22, 2021	Title: Special Event Fee Waiver-Health West
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Health West is seeking a Special Event Fee Waiver for their free community health and wellness resource fair on August 19, 2021.	
Detailed Summary: Health West is holding a free community health and wellness resource fair that includes a pre-packed lunch, exhibitor booths, live music, kids' activities, and giveaways. They are asking their City fees be waived for 2021. Based on the needs of their event, the estimated cost of their event is \$600 (\$500 Hackley Park user fee and \$100 application fee.)	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approve/approve in part/deny the request from Health West to waive \$600 in special event fees for their health and wellness resource fair.	
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

CITY OF MUSKEGON SPECIAL EVENT FEE WAIVER APPLICATION

City Clerk's Office • 933 Terrace St • Muskegon, MI 49440 • 231-724-6705

This form must be submitted at least 30 days before your event date. In rare cases the City Commission may consider an application up to 30 days after the invoice is sent.

ORGANIZATION'S INFORMATION

EVENT TITLE: Health, Wellness + Recovery Picnic

Applicant Name: Cece Riley

Organization Name: HealthWest

Non-Profit I.D. or Tax Exempt #: #38-6006063

Address: 376 E. Apple Ave

Muskegon

City

MI

State

49444

Zip

Phone: (231) 683-9846

Cell: ()

Email Address: cece.riley@healthwest.net

Fax: ()

EVENT INFORMATION

Event Type (please select all that apply):

- ☐ Race (run, walk, bike, etc.)
- ☐ Parade
- ☐ Street Fair/Festival
- ☐ Concert

☐ Tournament Type: _____

☐ Pass-Through

☐ Fundraiser Benefitting: _____

☒ Other Resource Fair/picnic

Event Location: Hackley Park

Why are you requesting to waive the Special Event Fee?

We have been producing this free community resource picnic for 10 years. The event connects many underserved individuals with needed local health + wellbeing services. Due to COVID, services are needed now more than ever and late scheduling has led to a reduction in sponsorships.

Please identify the hardship incurred (please attach additional pages, if necessary):

COVID has taken a significant toll on our staff and community. Research shows that mental health needs are expected to increase as the pandemic ends. We feel it's very important to use this event to help re-connect people with health care services. Due to uncertainty with the pandemic we are months behind in planning this event and will be incurring significant costs to produce due to lack of sponsorships.

Please identify how your organization benefits the community as outlined in the criteria below.

Please be specific (attach additional pages, if necessary):

HealthWest serves Muskegon residents with mental illness, developmental disabilities and substance use concerns. We connect thousands annually to needed services in these areas. We additionally offer an abundance of free community groups and training such as mindfulness, suicide prevention, self-care planning, caring for children who've experienced trauma and much more. We also do extensive outreach to underserved communities.

CRITERIA CONSIDERED

The City will consider the following when reviewing a special event fee waiver request:

- Raises funds to supplement City budgeted services.
- Raises funds for programs normally funded by the City.
- Raises funds for Non-Profit groups, which have contributed substantially to the community.
- Raises funds for elderly citizens or youth organizations.

Cecilia Ruiz

Event Representative (signature)

6/15/21

Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 6/22/21	Title: Muskegon Social Equity Program Grants/Loans
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to approve the proposed grants/loans as part of the Muskegon Social Equity Program	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the proposed grants/loans as part of the Muskegon Social Equity Program	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

MSEP Grants/Loans

Educational/Training Scholarship

Eligibility: Applicants must be residents of the City and have had a previous low-level marihuana conviction to be eligible.

Applicants may receive up to \$5,000 in educational scholarships. The educational costs (i.e. tuition, job skills training) will be paid with grant funds upon completion of courses/training. Applicants must have filed a Free Application Federal Student Aid and received eligible federal aid, this scholarship will cover any remaining balance. The applicant must pass the course to be eligible for reimbursement.

Business Start-Up Grant

Eligibility: Applicants must have had a previous low-level marihuana conviction to be eligible.

Applicants may receive up to \$5,000 in assistance towards soft costs (i.e. business plan development, architecture fees, engineered drawings, formative business documents, business training courses, etc.) associated with opening a business in the City. The grant will be paid by reimbursement after the applicant provides receipt of payment for the soft costs.

Business Loan

Eligibility: Applicants must be residents of the City and have had a previous low-level marihuana conviction to be eligible.

Applicants may receive interest-free gap loans up to \$25,000 to supplement traditional financing with a third party. All loans must be paid back within 60 months.

Marihuana Equipment Grant

Eligibility: Applicants must have had a previous low-level marihuana conviction or be designated as a social equity applicant by the State of Michigan to be eligible.

Applicants may receive up to \$10,000 in assistance towards equipment (i.e. growing equipment, office needs) necessary to operate a marihuana facility in the City. The grant will be paid by reimbursement after the applicant provides receipt of payment for the equipment and after the equipment is installed in an approved marihuana location.

Marihuana License Grant

Eligibility: Applicants must be residents of the City and designated as a social equity applicant by the State of Michigan.

Applicants may receive up to \$10,000 in assistance for the fees associated with obtaining a local or state marihuana license. For local application fees, a credit will be given to the applicant, waiving the \$5,000

application fee (fee waived for first year only). For State license fees, the grant will be paid by reimbursement after the applicant provides receipt of payment for the State application fee.

* To be designated as a social equity applicant by the State of Michigan, an individual must meet one of the following criteria:

- Residency – Residency in a disproportionately impacted community for at least 5 cumulative years within the past 10 years.
- Marihuana Conviction – Conviction of a marihuana related offense.
- Caregiver Status – Registration as a primary caregiver under the Michigan Medical Marihuana Act.

**Muskegon Social Equity Program
Grant & Loan Application**

Contact Information	
Applicant Name:	
Address:	
Phone Number:	Email:

Select one of the following programs and provide the information requested.

Educational/Training Scholarship				
Describe your previous low-level marihuana conviction (including date of conviction):				
Name of College/University/Training Program:				
Course/Training Title	Credit Hours	Cost of Tuition	Begin Date	End Date
Total Cost:				
Amount of Federal Aid:				
Total Cost after Federal Aid applied:				

Business Start-Up Grant	
Describe your previous low-level marihuana conviction (including date of conviction):	
Describe your proposed business (including proposed location):	
Describe the soft costs associated with opening your proposed business for which you seek to be reimbursed.	
Item:	Cost:
Total Cost:	

Business Start-Up Loan
Describe your previous low-level marihuana conviction (including date of conviction):
Describe your proposed business (including proposed location):
Amount of Loan Requested (not to exceed \$25,000):
Duration of Loan Requested (not to exceed 60 months):
Describe the need for funding and how the loan will be used:
This loan must be used in conjunction with traditional financing. Describe what other methods of financing are being used to fund the project.

Marihuana Equipment Grant	
Describe your previous low-level marihuana conviction (including date of conviction) or provide your designation as a social equity applicant by the State of Michigan:	
Describe your proposed business (including proposed location):	
Grant Amount Requested (not to exceed \$10,000):	
Describe the need for funding and how the grant will be used:	
Equipment Item:	Cost
Total Cost:	

Marihuana License Grant
Describe your previous low-level marihuana conviction (including date of conviction) or provide your designation as a social equity applicant by the State of Michigan:
Describe your proposed business (including proposed location):
Grant Amount Requested (not to exceed \$10,000):
Describe the need for funding and how the grant will be used: