CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 11, 2019 @ 5:30 P.M.

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

AGENDA

- □ **CALL TO ORDER:**
- □ **PRAYER:**
- □ **PLEDGE OF ALLEGIANCE:**
- □ **ROLL CALL:**
- □ **HONORS AND AWARDS:**

A. Recognition of Spring 2019 Citizen's Academy Graduates

- □ **INTRODUCTIONS/PRESENTATION:**
- □ **CITY MANAGER'S REPORT:**
- □ **CONSENT AGENDA:**

A. Approval of Minutes City Clerk

B. Establish Business Development Manager Position
Planning Department

C. Consideration of Bids for H91843 Third Street, Merrill to Muskegon
DPW-Engineering

D. Electrical System Upgrades Design and Construction Services
DPW-Filtration

E. Fence at Elevated Tanks DPW – Filtration

F. City Hall Air Conditioners Department of Public Works

G. Repayment of Reimbursement Agreement on Parcel O at Harbour 31
Finance

H. CDBG Program Administration Agreement – City of Muskegon/City of Norton Shores Planning & Economic Development

I. 880 First Street RFP Economic Development

J. <u>Administrative Vehicle Leases</u> City Manager

K. <u>Youth Hockey Director</u> City Manager

L. <u>Community Relations Committee Recommendations</u> City Clerk

□ **PUBLIC HEARINGS:**

□ **COMMUNICATIONS:**

□ **UNFINISHED BUSINESS:**

□ **NEW BUSINESS:**

□ **ANY OTHER BUSINESS:**

□ **PUBLIC PARTICIPATION:**

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

□ **CLOSED SESSION:**

□ **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: June 6, 2019

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

Work Session:

1. After many months of work, we are prepared to move forward with Mid-Town Square Phase Two. The project has changed slightly. Originally, it included 12 attached units as follows:
    - 4 townhouses on the south side of Monroe
    - 6 townhouses on the north side of Monroe
    - 1 duplex on the north side of Monroe

    The final proposal eliminates the duplex and replaces it with five single-family homes – for 15 total units. The original proposal estimated costs at $155,000 per unit (approximately $150 per square foot). The updated project will cost a total of $2,999,230, which is **$187,451** per unit. The 20% increase in cost is reasonable, considering the general increases in construction costs (labor and material) that we have witnessed over the past 12-18 months.

    As a comparison, these costs are similar to the $190,000-$205,000 costs anticipated in the Port City Development proposal and that the $211,000 anticipated in the Allen Edwin proposal.

    The Dusendang proposal includes ALL COSTS – including any profits to the general contractor or sub-contractors, all necessary permits, and all sales commissions. Of the $2,999,230 in total costs, we have dedicated approximately $170,000 to real estate commissions. None of the previous proposals contemplated real estate commissions. Absent real estate commissions, the actual construction costs are $176,826 per unit.

    Staff is seeking consent from Commissioners to move forward with the construction program with Dusendang as the contractor. We would spend the next two weeks

finalizing the $3 Million loan from the State Land Bank and gearing up for groundbreaking before the end of June.

The Brownfield initially contemplated $15,000 in reimbursement to the City on each unit. We would need an average sale price at $170,000 per unit to meet that projection.

2. We have been in talks with a number of groups about how to best attract private investment to the Froebel School site in a way that preserves the building. The project has been reviewed by a number of Low Income Housing Tax Credit groups, but all have the same concern that it is not likely eligible because of walkability concerns. We have been working with a private company that would like to explore Historic Tax Credits for the site, but that process could take up to a year. We would like to talk to the Commission about how best to engage this group. We have attached a proposed timeline for their due diligence period (note that they would repair the roof immediately to help preserve the building in its current state).
3. We have updated the parks/streets proforma following Commission discussion last month. The main changes are as follows:

   Streets:

   - Added additional segments of local streets to bring the street portion of the program up from $10M to $13M. We added segments in almost every neighborhood. We did stick with the original theme and focused entirely on local streets, so no major streets are included at this time.
   - The original proposal had relative parity between the neighborhoods in terms of monetary investment on the road portion. We were not able to maintain that with the additional projects. However, each neighborhood has a different mileage of local streets.

   Parks:

   - Combined irrigation needs into a single line item and reduced total amount by ~40%.
   - Added items for elimination of unused fields @ Beukema, Campbell and Seyferth
   - Eliminated request for funds relative to Hartshorn Marina ($2.1M)
   - Combined new parks into a single pool for allocation based on availability and need.
   - Overall funding request reduced to $13M from changes above to be in parity with streets.
4. We have prepared an OPT OUT resolution for the commission to consider. The Commission does not have to officially OPT IN if they desire to allow the licensing of these businesses. Additionally, in the event that the Commission determines that OPTING OUT in not their preferred direction, staff has prepared a small zoning overlay as a subset within the current MMFLA overlay district that focuses heavily on the very worst parts of Sanford/Peck (like the vacant Dymet Building).

5. As follow up to our implicit bias discussion at the goal setting session, we have arranged for the Michigan Department of Civil Rights to provide us with the proposal to provide training to staff as well as City Commissioners. The staff would complete the training in large groups, while the Commission training would be in a combination of small group and one-on-one settings. The cost for the employee workshops is $5,600, while the City Commission portion will be $3,190. The total cost for FY 2019-20 would be $8,790. If recommended for approved, staff will work it into the draft budget prior to formal approval.
6. The Civil Service is requesting a ballot question to amend the way the Rule-of-Three works when making promotions. They would need City Commission approval to add it to the ballot in November. We would like to have dialogue about that with the City Commission prior to adding it to a later agenda.
7. We received word that John Essex is unable to exercise his option at the Ameribank Building. Staff would like one more opportunity to find a developer via an RFP Process. If this fails, we will likely recommend demolition in summer/fall 2020.
8. Staff will have information to release to the Commission on proposed changes to the Commission Rules to address concerns about public comment and the flow of our meetings. We will provide this to the Commission at the Work Session with the expectation that Commissioners will have 30 days to review in advance of the next work session.

Regular Session:

1. Under Presentations, we will recognize Citizen Police Academy graduates.
2. Under the Consent Agenda, we are asking the Commission to consider the following:
    a. Approval of meeting minutes from the most-recent City Commission meeting.
    b. Formal establishment of the Business Development Manager position. Dave Alexander will fill the position as he transfers from the DMN to service the City and the DDA.
    c. Approval of bids for the Third Street Streetscape project.
    d. Approval of electrical system improvements at the filtration plant
    e. Approval of a contract to install new fencing around a number of water tower sites.
    f. Approval of the contract to replace four air conditioning units at City Hall.
    g. We are seeking approval to authorize a modified repayment agreement for Parcel O at Harbour 31. There is a buyer for this parcel that is prepared to close and begin redevelopment of the site. The city would be writing off $18,554.93 and the buyer would be paying $33,942.83.

h. We are seeking approval of the CDBG administration agreement with the City of Norton Shores. This has been in place for a number of years.
i. We are seeking formal approval to issue the RFP for the Ameribank Building.
j. We are seeking permission to lease two 2019 GMC Acadia sport utility vehicles from Betten Baker Muskegon. These two vehicles will service all city hall employees and replace four older vehicles. We will retain our NEWEST administrative vehicle (the 2008 Chevrolet Impala), but all other city hall administration vehicles will be sent to auction. The City will put a $5,000 down payment on each vehicle and receive a $4,000 rebate on each vehicle. The 36-month leases would cost the city $386.73 per month – for a total cost of $18,922.28 per vehicle.
k. We are seeking approval of a Youth Hockey Director Agreement. Staff and Junior Jack's board jointly selected Bill Zalba to replace the outgoing hockey director. The arena has historically employed this position. The Junior Jacks organization will contribute $200 per player to help offset these costs (as well as costs associated with Peak). The previous position cost the city approximately $48,000 annually in salaries and benefits. Compared to the previous position, the new agreement should save the city/arena more than $20,000 annually. As the Junior Jack's programming grows, so will our income from the team. The team would need to grow to 125 players to completely offset the cost; we expect 100-125 players this coming season.

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

Frank

Date: June 5, 2019

To: Honorable Mayor and City Commissioners

From: Ann Marie Meisch, City Clerk

RE: Approval of Minutes

SUMMARY OF REQUEST: To approve the May 28, 2019 Regular Meeting minutes.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 28, 2019 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, May 28, 2019, Reverend Michael Fedewa, St. Paul's Episcopal Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

2019-41 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve minutes of the May 13, 2019 Worksession and May 14, 2019 Regular Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

C. Aggregates, Highway Maintenance Materials and Concrete Department of Public Works

SUMMARY OF REQUEST:

Award supply of Calcium Chloride 38% (road brine) and 32% (winter salting) to Great Lakes Chloride

Award bid to supply bituminous products (Base and Top) to Asphalt Paving, Inc.

Award bid to supply Sylvax patching material to Unique Paving Materials

Award bid to supply AE-90 Asphalt Emulsions to Bit-Mat Products

Award bid for crack sealant to Surface Coatings, Co.

Award bid to supply H1/32FA limestone chip blend to Verplank Trucking Company

Award bid to supply road slag to Yellow Rose Transport

Award bid to supply road gravel to Yellow Rose Transport and Verplank

Award bid to supply 2NS sand to Verplank Trucking Company

Award bid to supply screened top soil to Accurate Excavators

Award bid to supply fill sand to Accurate Excavators

Award bid to supply concrete mix to Port City Redi-Mix

FINANCIAL IMPACT: $516,030.00

BUDGET ACTION REQUIRED: None; funds appropriated in several budgets.

STAFF RECOMMENDATION: Recommend approval of bids as outlined in the Summary of Request.

D. <u>Contract for Mowing, Trash, and Brush Pickup</u> Public Safety

SUMMARY OF REQUEST: The City of Muskegon had requested contract fee proposals for mowing, trash, and brush clean up on both private and public properties throughout the City of Muskegon for a three (3) year limit with the option to be extended one (1) year upon mutual agreement from both parties with a 60-day notice before expiration of the contract.

This request resulted in two submissions from area contractors to perform the services needed. Because of the varying process, we would like to recommend that a three (3) year contract be awarded to Earth Creations LLC with the option to extend one (1) year upon mutual agreement.

Earth Creations LLC has served as the contractor for these services for the past 11 years; they have worked diligently and seamlessly with the City of Muskegon. The rates Earth Creations have applied to this bid are higher than in previous years due to increased costs in insurance, equipment, and labor. Awarding contract as indicated would also be accepting the lowest bidder.

FINANCIAL IMPACT: Funds budgeted for this activity.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve a three (3) year contract with Earth Creations, LLC.

H. <u>Zoning Ordinance Amendment – Critical Dunes</u> Planning & Economic Development

SUMMARY OF REQUEST: Staff initiated request to amend section 2310 of the zoning ordinance to make several changes to the critical dune ordinance.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the zoning ordinance amendment.

COMMITTEE RECOMMENDATION: The Planning Commission unanimously recommended approval of the request at their May 16 meeting.

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

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

Nays: None

MOTION PASSES

2019-42 ITEMS REMOVED FROM CONSENT:

B. <u>Authorization to Sign Community Housing Development Organization (CHDO) Agreements</u> Community & Neighborhood Services

SUMMARY OF REQUEST: To direct the Mayor and City Clerk to sign the approved agreement for the City's CHDO Reserve and Operating Funds for Bethany Housing Ministries, Inc., doing business as Community enCompass. Community enCompass, has proposed to build a multi-family home, located at 480 Houston in the Nelson Neighborhood. The total budget for this project is $108,000. Community eCcompass has been allocated $100,000 (CHDO Reserve) and $8,000 (CHDO Operating), in HOME funds to assist in the completion of this home. Community enCompass will be providing decent affordable housing within the City of Muskegon.

After the Mayor and Clerk sign the contracts, the CNS office will retain one copy for our files and a copy will be supplied to Community enCompass for their records.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: HOME Funds prior to 2018.

STAFF RECOMMENDATION: To direct the Mayor and Clerk to sign the agreements.

Motion by Vice Mayor Hood, second by Commissioner Hood, to direct the Mayor and Clerk to sign Community Housing Development Organization Agreement for Bethany Housing Ministries, Inc., DBA Community enCompass.

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

Nays: None

MOTION PASSES

E. <u>Halaula Hawaiian Ice Shack Concession/Business Contract for City of Muskegon Parks</u> Department of Public Works

SUMMARY OF REQUEST: Staff is asking permission to enter into a seasonal contractual agreement for 2019 with Kim Fegel of "Halaula Hawaiian Ice Shack" at Pere Marquette Park, Margaret Drake Park, and Kruse Park, located within the City of Muskegon, to sell various items, as stated in their proposal, from a mobile concession.

FINANCIAL IMPACT: Concession revenue is $1,000 plus 5% of gross receipts.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Enter into a seasonal Concession/Business contractual agreement, for 2019, with Kim Fegel of "Halaula Hawaiian Ice Shack"

Motion by Commissioner Johnson, second by Commissioner Warren, to enter into a seasonal Concession/Business contractual agreement for 2019 with Kim Fegel of Halaula Hawaiian Ice Shack.

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

Nays: None

MOTION PASSES

F. <u>Trespassing Ordinance (Amendment)</u> Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests the Commission consider amending the City of Muskegon Trespassing Ordinance to reflect the change in the new State Law (MCL 750.552), which has been amended from a 93 day misdemeanor with a maximum fine of $500.00 to a reduced penalty.

A city ordinance cannot exceed the State Law penalty and/or fine schedule, this adjustment will align our trespassing ordinance and bring our local law into compliance with the statute. The city's penalty and fine for trespassing would be reduced to a 30 day misdemeanor and/or a fine of $250.00.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the reduced penalty to comply with State Law.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to approve the ordinance amendment reducing the penalty to comply with State Law.

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

Nays: None

MOTION PASSES

G. <u>Disorderly Conduct Ordinance (Amendment)</u> Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests the Commission consider the amendment to 54-101 (Disorderly Conduct Ordinance) Subsection (a.3) amplifying the sound produced by a radio or other electronic device from a motor vehicle (public place, roadway, or park).

This adjustment will define a violation for amplified sound being produced in such a manner to be plainly audible at a distance 50 feet from the location of said motor vehicle. A person who violates 54-101 (a.3) shall be responsible for a civil infraction.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the amendment to the Disorderly Conduct Ordinance (54-101 a.3).

Motion by Commissioner Johnson, second by Commissioner Warren, to approve the ordinance amendment to the Disorderly Conduct Ordinance (54-101 a.3).

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

Nays: None

MOTION PASSES

2019-43 NEW BUSINESS:

A. <u>Amendment to the Form Based Code Section of the Zoning Ordinance</u> Planning & Economic Development

SUMMARY OF REQUEST: Staff initiated request to amend the form based code section of the zoning ordinance to create new context areas for Lakeside.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the zoning ordinance amendment.

COMMITTEE RECOMMENDATION: The Planning Commission unanimously recommended approval of the request at their May 16 meeting.

Motion by Commissioner Warren, second by Commissioner Rinsema-Sybenga, to approve the zoning ordinance amendment.

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

Nays: None

MOTION PASSES

B. <u>Rezoning of Several Parcels in the Lakeside Neighborhood</u> Planning & Economic Development

SUMMARY OF REQUEST: Staff initiated request to rezone several properties in Lakeside to Form Based Code.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the rezonings.

COMMITTEE RECOMMENDATION: The Planning Commission unanimously recommended approval of the rezonings, contingent upon the approval of the zoning ordinance amendment by City Commission.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Warren, to approve the zoning ordinance amendment.

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

Nays: None

MOTION PASSES

C. <u>2019 CDBG/HOME Budget Recommendations</u> Community & Neighborhood Services

SUMMARY OF REQUEST: To approve the 2019 Budget Recommendations for CDBG/HOME Allocations.

FINANCIAL IMPACT: Budget will be published for release of funds request.

BUDGET ACTION REQUIRED: To finalize the budget for the CNS department and direct staff to publish approved 2019 CDBG/HOME Allocation and Budget for Release of Funds and Environmental Review of Projects.

STAFF RECOMMENDATION: To approve the 2019 CDBG and HOME Budgets.

COMMITTEE RECOMMENDATION: The Citizens District Council has made their recommendations.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to approve the staff recommended 2019 CDBG and HOME budgets.

Motion to amend the staff recommended budget to remove $30,000 from Skate Parks, add $25,000 to Priority Home Repair, and add $5,000 to Sidewalks.

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

Gawron, and Hood

Nays: None

MOTION PASSES

ROLL VOTE ON ORIGINAL MOTION W/ AMENDMENTS:

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

Nays: None

MOTION PASSES

D. <u>Convention Center Development Agreement Changes</u> City Manager

SUMMARY OF REQUEST: City Staff is seeking approval to accept the following proposed changes to the Convention Center Development Agreement.

1. Extend the requirement for Parkland Acquisitions Two, LLC to levy the 4% self-assessment to December 31, 2050, or the expiration of the convention center debt, whichever is sooner;
2. Reduce the minimum square footage of the multi-purpose hall in the Convention Center to 17,500 square feet;
3. Remove any requirements that contractors pay their employees prevailing wages.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To accept the changes and authorize the manager to proceed with the development, as amended.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Warren, to accept the changes and authorize the manager to proceed with the development as amended.

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

Nays: Warren and German

MOTION PASSES

E. <u>Sale of City Property at 1246 Fifth, 1252 Fifth, and 1258 Fifth</u> Planning & Economic Development

SUMMARY OF REQUEST: Staff is seeking approval to sell the three vacant parcels at 1246, 1252, and 1258 Fifth Street to West Urban Properties, LLC, a Michigan Domestic Limited Liability Company. These parcels are zoned R-3 (Single-Family Residential). The parcels will be combined then split into two parcels with a single-family home being constructed on each.

FINANCIAL IMPACT: Staff recommends a sale price of $3,600.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval and signature of the purchase agreement, resolution, and deed.

Motion by Commissioner Turnquist, second by Commissioner Rinsema-Sybenga, approve the purchase agreement and resolution.

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

Nays: None

MOTION PASSES

2019-44 ANY OTHER BUSINESS:

Commissioner Turnquist would like to know what has happened with the sand pile that has been at Pere Marquette in the past.

Commissioner German has spoken with residents about a road project to take place in the area of Marsh and Walton near Wood Street.

Motion by Commissioner German, second by Vice Mayor Hood, to amend the design for the Marsh/Walton project, maintaining the connection to Wood Street and to authorize funds to pave and keep the road open.

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

Nays: None

MOTION PASSES

Commissioner Johnson raised the topic of addition of public comment to the top of the agenda. A meeting will be scheduled to review Commission rules.

Commissioner Warren asked about CRC meetings being held out in the community.

PUBLIC PARTICIPATION: Public Comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 9:20 p.m.

Date: 6/11/2019

To: Honorable Mayor and City Commissioners

From: Planning Department

RE: Establish Business Development Manager Position

SUMMARY OF REQUEST:

Approve the establishment of a position for a Business Development Manager and hire Dave Alexander for the position. The purpose of the position is to develop the city's commercial districts through attraction of investment, support of existing businesses, assistance with events, and promotion of the city. The manager will serve as staff liaison to the Downtown Development Authority, the Downtown Muskegon Business Improvement District, the Downtown Muskegon Development Corporation, and the Lakeside Business District.

Now that our Downtown Development Authority has steady income, there is a duplication of efforts between the DDA and Downtown Muskegon Now. Both boards have agreed to combine, and the DMN board will be dissolved on June 30, 2019. Dave's work to promote downtown will continue as a city employee.

The job description is on the agenda for the June 10 Civil Service Commission meeting.

FINANCIAL IMPACT:

None. The salary for this position will be covered by the DDA and BID.

BUDGET ACTION REQUIRED:

Included in proposed budget for 2019/2020 fiscal year.

STAFF RECOMMENDATION:

Approve the new position and hire Dave Alexander to fill it.

CITY OF MUSKEGON
JOB DESCRIPTION

BUSINESS DEVELOPMENT MANAGER

Supervised By: Development Services Director
Supervises: N/A

Position Summary:

Under the general supervision of the Development Services Director, develops the city's commercial districts through attraction of investment, support of existing businesses, assistance with events, and promotion of the city. The manager will serve as staff liaison to the Downtown Development Authority, the Downtown Muskegon Business Improvement District, the Downtown Muskegon Development Corporation, and the Lakeside Business District.

Essential Job Functions:

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

1. Serves as the primary contact for development in the downtown and primary business corridors. Develops productive working relationships to provide quality customer service to local government, business owners, property owners, state agencies, citizens, stakeholders, elected officials and other employees.

2. Serves as staff liaison to the Downtown Development Authority, the Downtown Muskegon Business Improvement District, the Downtown Muskegon Development Corporation, and the Lakeside Business District.

3. Acts as strategic partner within the City's economic development team, working with the business community to implement economic development programs, projects and partnerships in the business corridors.

4. Works with and supports City public and private organizations including but not limited to business and industry interests, local public officials, economic development agencies, regional entities, state agencies, and the community in general.

5. Develops and implements marketing and promotional material to spur economic development in the downtown and primary business corridors. Evaluates effectiveness and recommend actions for improvement as necessary.

6. Advises and assists the City Manager, City Commissioners, Planning Commissioners, Downtown Development Authority, and Division Heads on economic development strategies and related matters.

7. Assists in the development of DDA's annual budget and monitors revenues and expenditures throughout the fiscal year. Reviews funding requests presented to the DDA and makes recommendations to the board.

8. Develops and recommends financing strategies for various forms of public and private development.

9. Prepares and presents reports and agenda items regarding various economic development and redevelopment programs and projects for the DDA, City Commissioners, Planning Commissioners and various committees and advisory boards. Attends and participates in other public meetings as required.

10. Conducts business information research and analysis, and interprets fiscal, demographic, market and other business related economic data. Monitors business trends which have the potential of impacting local government, and local business and supporting new business development.

11. Responds to inquiries from local government, businesses, and the general public, including explaining rules, regulations, policies, procedures, and addressing issues concerning tax incentives, local companies, sites and infrastructure.

12. Prepares and processes grant applications. Monitors and implements grant funding for City programs in the area of redevelopment. Reports on grant funding activities according to applicable grant regulations.

13. Attends various conferences, events and trade shows to provide information to site coordinators and corporate real estate professionals on various City economic development programs, incentives and available properties.

14. Assists in creation/revision of material for the Downtown Muskegon website, and provides guidance in the creation of collateral materials for economic development purposes.

15. Performs other related work as required.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

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

- Possess a Bachelor's degree from an accredited college or university.

- A minimum of three (3) years of directly related experience in economic development, business attraction and/or development research, community development planning, local government management, or a related field.

- Knowledge of the principles and practices of economic development strategies, knowledge of public policy theory, public policy analysis techniques, and program evaluation techniques.

- Knowledge of the principles and practices of modern public administration particularly with local/municipal government and its functions and services including budgetary and administrative systems.

- Skill in using personal computers (particularly spreadsheets and database software to conduct statistical analyses), phone equipment, copy machines and fax machines.

- Ability to manage records, ability to establish and maintain effective working relationships with other county personnel and officials, ability to write complete, clear and concise reports, ability to identify and analyze procedural problems.

- Ability to effectively present information orally and in writing, displays excellent interpersonal skills and awareness of controversial and/or sensitive issues.

- Ability to work effectively with government officials and the general public and provide good customer service.

- State of Michigan Vehicle Operator's License, a satisfactory driving record, and the ability to maintain one throughout employment.

Physical Demands and Work Environment:

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

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

While performing the duties of this job, the employee is occasionally required to travel to various locations within the City and work outside the office at field sites to inspect various properties and other works in progress. This may require the employee to traverse uneven ground, stand, walk, stoop, kneel, crouch, or crawl, and encounter fumes, dust, chemicals or other hazardous materials and equipment. The employee is occasionally exposed to adverse weather conditions, loud noises, or moving mechanical parts. The noise level in the work environment is usually quiet, and may be loud in field situations.

Date: June 11, 2019

To: Honorable Mayor and City Commissioners

From: DPW-Engineering

RE: Consideration of Bids for:
H91843 THIRD ST., MERRILL TO MUSKEGON

SUMMARY OF REQUEST:

To Award above referenced project to Jackson-Merkey Contracting, Inc. since they were the lowest responsible bidder with a total bid price of $825,867.05

Three (3) bids were submitted for this project as follows:

Jackson-Merkey $825,867.05
K&R, Inc. $857,061.35
McCormick Sand $882,088.75

FINANCIAL IMPACT:

$825,867.05

BUDGET ACTION REQUIRED:

Project is included in the 19/20 Capital Budget. Reforecast may be needed to address final project cost.

STAFF RECOMMENDATION:

Award the contract to Jackson-Merkey Contractors, Inc.

BID TABULATION

City of Muskegon
Egineering Department

Project Engineer: JDB
Project Number: H 91843
Project description: Third St., Merrill to Muskegon
Date: 6/4/2019

Bid summary

Engineers Estimate	$	710,196.85	
Jackson Merkey	$	825,867.05	*apearent low bidder
K & R, INC.	$	857,061.35	
McCormick Sand	$	882,088.75	

BID TABULATION

City of Muskegon
Egineering Department

Project Engineer: JDB
Project Number: H 91843
Project description: Third St., Merrill to Muskegon
Date: 6/4/2019

					Engineers Estimate		Jackson Merkey		K & R, INC.		McCormick Sand	
Line Item	Pay Code	Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1500001	Mobilization, Max	LSUM	1	50000	$ 50,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00
2	2030015	Sewer, Rem, Less than 24 inch	Ft	116	10	$ 1,160.00	$ 8.00	$ 928.00	$ 6.00	$ 696.00	$ 20.00	$ 2,320.00
3	2037050	Dr Structure, Rem, Modified	Ea	6	500	$ 3,000.00	$ 285.00	$ 1,710.00	$ 250.00	$ 1,500.00	$ 650.00	$ 3,900.00
4	2040020	Curb and Gutter, Rem	Ft	1752	8	$ 14,016.00	$ 5.80	$ 10,161.60	$ 5.00	$ 8,760.00	$ 8.00	$ 14,016.00
5	2040055	Sidewalk, Rem	Syd	1650	8.5	$ 14,025.00	$ 7.40	$ 12,210.00	$ 9.00	$ 14,850.00	$ 13.00	$ 21,450.00
6	2047011	Pavt, Rem, Modified	Syd	5660	6.5	$ 36,790.00	$ 5.10	$ 28,866.00	$ 4.75	$ 26,885.00	$ 6.00	$ 33,960.00
7	2057002	Machine Grading, Modified	Sta	11	2000	$ 22,000.00	$ 2,000.00	$ 22,000.00	$ 3,225.00	$ 35,475.00	$ 4,500.00	$ 49,500.00
8	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	8	90	$ 720.00	$ 115.00	$ 920.00	$ 130.00	$ 1,040.00	$ 80.00	$ 640.00
9	3020016	Aggregate Base, 6 inch	Syd	4437	6.75	$ 29,949.75	$ 7.60	$ 33,721.20	$ 9.00	$ 39,933.00	$ 10.00	$ 44,370.00
10	3060021	Maintenance Gravel, LM	Cyd	60	15	$ 900.00	$ 13.00	$ 780.00	$ 35.00	$ 2,100.00	$ 15.00	$ 900.00
11	4020600	Sewer, Cl E, 12 inch, Tr Det B	Ft	126	48	$ 6,048.00	$ 43.50	$ 5,481.00	$ 50.00	$ 6,300.00	$ 52.00	$ 6,552.00
12	4020602	Sewer, Cl E, 18 inch, Tr Det B	Ft	35	50	$ 1,750.00	$ 57.50	$ 2,012.50	$ 70.00	$ 2,450.00	$ 60.00	$ 2,100.00
13	4020603	Sewer, Cl E, 24 inch, Tr Det B	Ft	15	60	$ 900.00	$ 69.00	$ 1,035.00	$ 80.00	$ 1,200.00	$ 75.00	$ 1,125.00
14	4021202	Sewer Tap, 8 inch	Ea	2	200	$ 400.00	$ 170.00	$ 340.00	$ 300.00	$ 600.00	$ 400.00	$ 800.00
15	4021203	Sewer Tap, 10 inch	Ea	3	200	$ 600.00	$ 185.00	$ 555.00	$ 350.00	$ 1,050.00	$ 425.00	$ 1,275.00
16	4021204	Sewer Tap, 12 inch	Ea	4	200	$ 800.00	$ 240.00	$ 960.00	$ 375.00	$ 1,500.00	$ 425.00	$ 1,700.00
17	4021206	Sewer Tap, 18 inch	Ea	6	200	$ 1,200.00	$ 435.00	$ 2,610.00	$ 475.00	$ 2,850.00	$ 600.00	$ 3,600.00
18	4021207	Sewer Tap, 24 inch	Ea	2	200	$ 400.00	$ 505.00	$ 1,010.00	$ 625.00	$ 1,250.00	$ 1,100.00	$ 2,200.00
19	4021230	Sewer Bulkhead, 12 inch	Ea	5	125	$ 625.00	$ 300.00	$ 1,500.00	$ 250.00	$ 1,250.00	$ 250.00	$ 1,250.00
20	4027001	Sewer, CL E, 10 inch, Tr Det B	Ft	30	45	$ 1,350.00	$ 38.00	$ 1,140.00	$ 55.00	$ 1,650.00	$ 48.00	$ 1,440.00
21	4027001	Sewer, PVC SDR 35, 8 inch, Tr Det B, Modified	Ft	20	40	$ 800.00	$ 35.00	$ 700.00	$ 45.00	$ 900.00	$ 45.00	$ 900.00
22	4030010	Dr Structure Cover, Type B, Mod.	Ea	15	450	$ 6,750.00	$ 375.00	$ 5,625.00	$ 800.00	$ 12,000.00	$ 450.00	$ 6,750.00
23	4030050	Dr Structure Cover, Type K, Mod.	Ea	4	600	$ 2,400.00	$ 525.00	$ 2,100.00	$ 925.00	$ 3,700.00	$ 640.00	$ 2,560.00
24	4030200	Dr Structure, 24 inch dia	Ea	1	800	$ 800.00	$ 1,430.00	$ 1,430.00	$ 900.00	$ 900.00	$ 1,700.00	$ 1,700.00
25	4030210	Dr Structure, 48 inch dia	Ea	4	1500	$ 6,000.00	$ 1,890.00	$ 7,560.00	$ 1,400.00	$ 5,600.00	$ 2,300.00	$ 9,200.00
26	4030310	Dr Structure, Tap, 10 inch	Ea	1	350	$ 350.00	$ 555.00	$ 555.00	$ 325.00	$ 325.00	$ 550.00	$ 550.00
27	4030312	Dr Structure, Tap, 12 inch	Ea	2	350	$ 700.00	$ 555.00	$ 1,110.00	$ 350.00	$ 700.00	$ 500.00	$ 1,000.00
28	4037050	Catch Basin 2 FT ID Special Detail	Ea	2	800	$ 1,600.00	$ 1,320.00	$ 2,640.00	$ 925.00	$ 1,850.00	$ 1,700.00	$ 3,400.00
29	4037050	Dr Structure, Cover, Adj, Case I, Modified	Ea	18	150	$ 2,700.00	$ 550.00	$ 9,900.00	$ 725.00	$ 13,050.00	$ 900.00	$ 16,200.00
30	5010025	Hand Patching	Ton	25	200	$ 5,000.00	$ 150.00	$ 3,750.00	$ 150.00	$ 3,750.00	$ 150.00	$ 3,750.00
31	5010051	HMA, 4E3, Leveling	Ton	491	105	$ 51,555.00	$ 100.00	$ 49,100.00	$ 100.00	$ 49,100.00	$ 100.00	$ 49,100.00
32	5010051	HMA, 4E3, Top	Ton	491	95	$ 46,645.00	$ 100.00	$ 49,100.00	$ 100.00	$ 49,100.00	$ 100.00	$ 49,100.00
33	5017010	Textured Asphalt Crosswalk	Sft	600	12	$ 7,200.00	$ 14.50	$ 8,700.00	$ 14.50	$ 8,700.00	$ 20.00	$ 12,000.00

34	8010007	Driveway, Nonreinf Conc, 8 inch, Mod.	Syd	258	50	$ 12,900.00	$ 40.00	$ 10,320.00	$ 43.00	$ 11,094.00	$ 46.00	$ 11,868.00
35	8010007	Driveway, Nonreinf Conc, 8 inch, Colored and Stamped, Mod.	Syd	60	100	$ 6,000.00	$ 43.00	$ 2,580.00	$ 90.00	$ 5,400.00	$ 49.00	$ 2,940.00
36	8020004	Curb, Conc, Det E4	Ft	395	12	$ 4,740.00	$ 22.00	$ 8,690.00	$ 27.00	$ 10,665.00	$ 24.00	$ 9,480.00
37	8020038	Curb and Gutter, Conc, Det F4	Ft	1834	15	$ 27,510.00	$ 13.00	$ 23,842.00	$ 17.00	$ 31,178.00	$ 15.00	$ 27,510.00
38	8030010	Detectable Warning Surface, Modified	Ft	97	35	$ 3,395.00	$ 72.00	$ 6,984.00	$ 50.00	$ 4,850.00	$ 72.00	$ 6,984.00
39	8030030	Curb Ramp Opening, Conc	Ft	145	22	$ 3,190.00	$ 18.00	$ 2,610.00	$ 18.00	$ 2,610.00	$ 20.00	$ 2,900.00
40	8030036	Sidewalk Ramp, Conc, 6 inch	Sft	1405	6	$ 8,430.00	$ 4.00	$ 5,620.00	$ 5.00	$ 7,025.00	$ 5.00	$ 7,025.00
41	8030044	Sidewalk, Conc, 4 inch	Sft	12211	4	$ 48,844.00	$ 2.45	$ 29,916.95	$ 3.25	$ 39,685.75	$ 3.25	$ 39,685.75
42	8030044	Sidewalk, Conc, 4 inch, Colored and stamped, Mod.	Sft	3506	8	$ 28,048.00	$ 4.75	$ 16,653.50	$ 7.00	$ 24,542.00	$ 5.50	$ 19,283.00
43	8030047	Sidewalk, Conc, 7 inch	Sft	3552	5	$ 17,760.00	$ 3.15	$ 11,188.80	$ 5.25	$ 18,648.00	$ 4.00	$ 14,208.00
44	8100370	Post, Steel, 2 lb	Ft	60	5.25	$ 315.00	$ 7.00	$ 420.00	$ 7.00	$ 420.00	$ 6.50	$ 390.00
45	8100404	Sign, Type IIIA	Sft	25	15	$ 375.00	$ 17.50	$ 437.50	$ 18.00	$ 450.00	$ 16.00	$ 400.00
46	8110044	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	Ft	79	7	$ 553.00	$ 8.00	$ 632.00	$ 8.00	$ 632.00	$ 8.00	$ 632.00
47	8110070	Pavt Mrkg, Ovly Cold Plastic, Rt and Lt Turn Arrow Sym	Ea	1	250	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
48	8110073	Pavt Mrkg, Ovly Cold Plastic, Rt, Thru and Lt Turn Arrow	Ea	1	250	$ 250.00	$ 315.00	$ 315.00	$ 315.00	$ 315.00	$ 315.00	$ 315.00
49	8110079	Pavt Mrkg, Ovly Cold Plastic, Sharrow Symbol	Ea	6	200	$ 1,200.00	$ 195.00	$ 1,170.00	$ 195.00	$ 1,170.00	$ 195.00	$ 1,170.00
50	8110153	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	Ft	130	0.12	$ 15.60	$ 1.20	$ 156.00	$ 1.20	$ 156.00	$ 1.20	$ 156.00
51	8110154	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	Ft	1900	0.15	$ 285.00	$ 1.20	$ 2,280.00	$ 1.20	$ 2,280.00	$ 1.20	$ 2,280.00
52	8117001	Pavt Mrkg, Polyurea, 12 inch Cross Hatching, BLUE	Ft	60	2	$ 120.00	$ 3.00	$ 180.00	$ 3.00	$ 180.00	$ 3.00	$ 180.00
53	8117050	Pavt Mrkg, Ovly Cold Plastic, Parking Stall Marking, Type III, White, Mod.	Ea	53	100	$ 5,300.00	$ 25.00	$ 1,325.00	$ 25.00	$ 1,325.00	$ 25.00	$ 1,325.00
54	8117050	Pavt Mrkg, Polyurea, Handicap Symbol, Blue	Ea	2	300	$ 600.00	$ 65.00	$ 130.00	$ 65.00	$ 130.00	$ 65.00	$ 130.00
55	8117050	Pavt Mrkg, Polyurea, Symbol, Parking Stall, Type III, Blue, Mod.	Ea	4	200	$ 800.00	$ 25.00	$ 100.00	$ 25.00	$ 100.00	$ 25.00	$ 100.00
56	8120022	Barricade, Type III, High Intensity, Lighted, Furn	Ea	16	60	$ 960.00	$ 90.00	$ 1,440.00	$ 75.00	$ 1,200.00	$ 95.00	$ 1,520.00
57	8120023	Barricade, Type III, High Intensity, Lighted, Oper	Ea	16	5	$ 80.00	$ 1.00	$ 16.00	$ 1.00	$ 16.00	$ 1.00	$ 16.00
58	8120026	Pedestrian Type II Barricade, Temp	Ea	10	100	$ 1,000.00	$ 90.00	$ 900.00	$ 45.00	$ 450.00	$ 95.00	$ 950.00
59	8120027	Pedestrian Type II Channelizer, Temp	Ft	200	4	$ 800.00	$ 15.00	$ 3,000.00	$ 5.00	$ 1,000.00	$ 15.85	$ 3,170.00
60	8120030	Channelizing Device, 42 inch, Furn	Ea	25	15	$ 375.00	$ 20.00	$ 500.00	$ 18.00	$ 450.00	$ 18.00	$ 450.00
61	8120031	Channelizing Device, 42 inch, Oper	Ea	25	1	$ 25.00	$ 1.00	$ 25.00	$ 0.10	$ 2.50	$ 1.00	$ 25.00
62	8120170	Minor Traf Devices	LSUM	1	1000	$ 1,000.00	$ 39,150.00	$ 39,150.00	$ 16,250.00	$ 16,250.00	$ 36,600.00	$ 36,600.00
63	8120250	Plastic Drum, High Intensity, Furn	Ea	60	25	$ 1,500.00	$ 20.00	$ 1,200.00	$ 20.00	$ 1,200.00	$ 18.00	$ 1,080.00
64	8120251	Plastic Drum, High Intensity, Oper	Ea	60	1	$ 60.00	$ 1.00	$ 60.00	$ 0.10	$ 6.00	$ 1.00	$ 60.00
65	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	522	3.75	$ 1,957.50	$ 3.50	$ 1,827.00	$ 5.00	$ 2,610.00	$ 3.00	$ 1,566.00
66	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	522	1	$ 522.00	$ 1.00	$ 522.00	$ 0.10	$ 52.20	$ 1.00	$ 522.00
67	8120352	Sign, Type B, Temp, Prismatic, Special, Furn	Sft	64	9	$ 576.00	$ 4.50	$ 288.00	$ 10.00	$ 640.00	$ 5.00	$ 320.00
68	8120353	Sign, Type B, Temp, Prismatic, Special, Oper	Sft	64	0.5	$ 32.00	$ 1.00	$ 64.00	$ 0.10	$ 6.40	$ 1.00	$ 64.00
69	8120370	Traf Regulator Control	LSUM	1	2000	$ 2,000.00	$ 4,230.00	$ 4,230.00	$ 300.00	$ 300.00	$ 100.00	$ 100.00
70	8127001	Pedestrain Barrier with Fence, Temp	Ft	900	15	$ 13,500.00	$ 37.00	$ 33,300.00	$ 18.00	$ 16,200.00	$ 8.00	$ 7,200.00
71	8127001	Pedestrain Path, Temp	Ft	300	6	$ 1,800.00	$ 10.00	$ 3,000.00	$ 28.00	$ 8,400.00	$ 10.00	$ 3,000.00
72	8127050	Bus Stop, Temp	Ea	2	200	$ 400.00	$ 500.00	$ 1,000.00	$ 550.00	$ 1,100.00	$ 100.00	$ 200.00

73	8127050	Pedestrain Ramp, Temp	Ea	6	200	$ 1,200.00	$ 500.00	$ 3,000.00	$ 450.00	$ 2,700.00	$ 350.00	$ 2,100.00
74	8150225	Acer x freemanii Celebration, 2 inch	Ea	3	300	$ 900.00	$ 800.00	$ 2,400.00	$ 675.00	$ 2,025.00	$ 434.00	$ 1,302.00
75	8153925	Ulmus Morton, 2 inch	Ea	3	300	$ 900.00	$ 950.00	$ 2,850.00	$ 675.00	$ 2,025.00	$ 583.00	$ 1,749.00
76	8157050	Tree Grates	Ea	5	200	$ 1,000.00	$ 825.00	$ 4,125.00	$ 1,525.00	$ 7,625.00	$ 1,000.00	$ 5,000.00
77	8160062	Topsoil Surface, Furn, 4 inch	Syd	50	1.5	$ 75.00	$ 15.00	$ 750.00	$ 10.00	$ 500.00	$ 12.00	$ 600.00
78	8167011	Hydroseeding	Syd	50	10	$ 500.00	$ 1.00	$ 50.00	$ 11.00	$ 550.00	$ 4.00	$ 200.00
79	8190149	Conduit, Schedule 40, 3 inch	Ft	1695	5	$ 8,475.00	$ 9.90	$ 16,780.50	$ 11.00	$ 18,645.00	$ 6.00	$ 10,170.00
80	8190254	Hh, Rem	Ea	11	225	$ 2,475.00	$ 245.00	$ 2,695.00	$ 200.00	$ 2,200.00	$ 130.00	$ 1,430.00
81	8230091	Hydrant, Rem	Ea	3	1000	$ 3,000.00	$ 390.00	$ 1,170.00	$ 275.00	$ 825.00	$ 1,000.00	$ 3,000.00
82	8237001	Water Service, 1 inch, Copper Type K	Ft	464	60	$ 27,840.00	$ 33.50	$ 15,544.00	$ 25.00	$ 11,600.00	$ 35.00	$ 16,240.00
83	8237001	Water Service, 2 inch, Copper Type K	Ft	160	80	$ 12,800.00	$ 42.50	$ 6,800.00	$ 32.00	$ 5,120.00	$ 40.00	$ 6,400.00
84	8237001	Water Service, Private Property, 1 inch	Ft	220	50	$ 11,000.00	$ 35.00	$ 7,700.00	$ 40.00	$ 8,800.00	$ 30.00	$ 6,600.00
85	8237001	Water Service, Private Property, 2 inch	Ft	20	80	$ 1,600.00	$ 56.00	$ 1,120.00	$ 140.00	$ 2,800.00	$ 35.00	$ 700.00
86	8237001	Watermain, DI, 4 inch, Tr Det G, Modified	Ft	6	65	$ 390.00	$ 105.00	$ 630.00	$ 75.00	$ 450.00	$ 45.00	$ 270.00
87	8237001	Watermain, DI, 6 inch, Tr Det G, Modified	Ft	41	55	$ 2,255.00	$ 63.00	$ 2,583.00	$ 75.00	$ 3,075.00	$ 50.00	$ 2,050.00
88	8237001	Watermain, DI, 8 inch, Tr Det G, Modified	Ft	1233	45	$ 55,485.00	$ 65.50	$ 80,761.50	$ 69.50	$ 85,693.50	$ 55.00	$ 67,815.00
89	8237050	Bend, 8 inch, 45 Degree, DI MJ	Ea	34	300	$ 10,200.00	$ 510.00	$ 17,340.00	$ 700.00	$ 23,800.00	$ 800.00	$ 27,200.00
90	8237050	Corporation Stop, 1 inch	Ea	11	200	$ 2,200.00	$ 510.00	$ 5,610.00	$ 375.00	$ 4,125.00	$ 500.00	$ 5,500.00
91	8237050	Corporation Stop, 2 inch	Ea	4	300	$ 1,200.00	$ 980.00	$ 3,920.00	$ 725.00	$ 2,900.00	$ 1,100.00	$ 4,400.00
92	8237050	Curb Stop and Box, 1 inch	Ea	7	200	$ 1,400.00	$ 510.00	$ 3,570.00	$ 600.00	$ 4,200.00	$ 750.00	$ 5,250.00
93	8237050	Curb Stop and Box, 2 inch	Ea	4	300	$ 1,200.00	$ 935.00	$ 3,740.00	$ 900.00	$ 3,600.00	$ 1,100.00	$ 4,400.00
94	8237050	Cut and Cap, 4 inch Watermain	Ea	2	500	$ 1,000.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 950.00	$ 1,900.00
95	8237050	Cut and Cap, 6 inch Watermain	Ea	5	500	$ 2,500.00	$ 555.00	$ 2,775.00	$ 1,000.00	$ 5,000.00	$ 1,050.00	$ 5,250.00
96	8237050	Hydrant, 6 inch, Standard	Ea	3	2500	$ 7,500.00	$ 2,710.00	$ 8,130.00	$ 3,000.00	$ 9,000.00	$ 3,400.00	$ 10,200.00
97	8237050	Meter Pit Complete	Ea	4	1000	$ 4,000.00	$ 1,370.00	$ 5,480.00	$ 1,500.00	$ 6,000.00	$ 1,400.00	$ 5,600.00
98	8237050	Reducer, 8 Inch X 4 Inch, DI MJ	Ea	2	500	$ 1,000.00	$ 465.00	$ 930.00	$ 450.00	$ 900.00	$ 475.00	$ 950.00
99	8237050	Reducer, 8 inch X 6 inch, DI MJ	Ea	3	300	$ 900.00	$ 475.00	$ 1,425.00	$ 500.00	$ 1,500.00	$ 500.00	$ 1,500.00
100	8237050	Sleeve, 4 inch, Long, DI MJ	Ea	2	500	$ 1,000.00	$ 1,290.00	$ 2,580.00	$ 1,100.00	$ 2,200.00	$ 400.00	$ 800.00
101	8237050	Sleeve, 6 inch, Long, DI MJ	Ea	3	400	$ 1,200.00	$ 1,840.00	$ 5,520.00	$ 1,300.00	$ 3,900.00	$ 500.00	$ 1,500.00
102	8237050	Sleeve, 8 inch, Long, DI MJ	Ea	2	350	$ 700.00	$ 1,960.00	$ 3,920.00	$ 1,500.00	$ 3,000.00	$ 600.00	$ 1,200.00
103	8237050	Tee, 8 inch X 6 inch, DI MJ	Ea	3	500	$ 1,500.00	$ 760.00	$ 2,280.00	$ 700.00	$ 2,100.00	$ 700.00	$ 2,100.00
104	8237050	Tee, 8 inch X 8 inch, DI MJ	Ea	5	500	$ 2,500.00	$ 815.00	$ 4,075.00	$ 750.00	$ 3,750.00	$ 750.00	$ 3,750.00
105	8237050	Valve, 6 inch, Gate, With Box	Ea	3	1200	$ 3,600.00	$ 1,280.00	$ 3,840.00	$ 1,350.00	$ 4,050.00	$ 1,850.00	$ 5,550.00
106	8237050	Valve, 8 inch, Gate, With Box	Ea	8	1500	$ 12,000.00	$ 1,640.00	$ 13,120.00	$ 1,650.00	$ 13,200.00	$ 2,300.00	$ 18,400.00
107	8237050	Water Service, Building Connection	Ea	12	200	$ 2,400.00	$ 1,760.00	$ 21,120.00	$ 1,000.00	$ 12,000.00	$ 1,200.00	$ 14,400.00
108	8240001	Contractor Staking	LSUM	1	5000	$ 5,000.00	$ 8,500.00	$ 8,500.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
109	8240021	Staking Plan Errors and Extras, Two Person	Hr	10	70	$ 700.00	$ 150.00	$ 1,500.00	$ 120.00	$ 1,200.00	$ 125.00	$ 1,250.00
					Total:	$ 710,196.85		$ 825,867.05		$ 857,061.35		$ 882,088.75

Date: 6/11/2019

To: Honorable Mayor and City Commissioners

From: Department of Public Works - Filtration

RE: Electrical System Upgrades Design and Construction Services

SUMMARY OF REQUEST:

Authorize staff to enter into a professional services agreement for Electrical System Upgrades Design and Construction Services at Water Filtration Plant with Tetratech per their proposal for $13,000.

Tetra Tech is being recommended since they were the engineer for the control systems upgrades project and their familiarity with the filtration plant.

FINANCIAL IMPACT:

$13,000

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Tetratech for a cost of $13,000.

TETRA TECH

May 31, 2019

Transmitted Electronically

Mr. Sanjeev Mungarwadi
Muskegon Water Filtration Plant Superintendent
1900 Beach Street
Muskegon, MI 49441

Re: ***Muskegon Water Filtration Plant***
Electrical System Upgrades Design and Construction Services.

Dear Mr. Mungarwadi:

Thank you for the opportunity to submit our professional services proposal to assist the City of Muskegon with upgrading the Water Filtration Plant (WFP) electrical system.

It is our understanding that the City would like to install a new 1100-amp (A) feeder circuit from LVUS No. 3 which currently powers the three Norton/Fruitport Pumps to a new main 1100A breaker at MCC-B in the 1963 low service pump station. The design will show the new breaker connected in such a manner that will allow the existing breaker to be utilized or this new breaker to power MCC-B. This will allow either of the two plant generators to power the 1963 low service pump station as well as the three Norton/Fruitport pumps. A new Owner purchased breaker will be required at LVUS No.3 as well as a new Owner purchased breaker at MCC-B. The existing mechanical key interlocking scheme will remain at MCC-B.

SCOPE OF WORK

DESIGN

- Develop design drawings related to the existing 1100A feed from LVUS No.3 (Norton/Fruitport low voltage substation/generator) to MCC-B in low service.
    - Add 1100A breaker at MCC-B with mechanical key interlocks to allow for MCC-B to be powered from LUVS No.3/Norton-Fruitport substation/generator.
    - Add 1100A breaker at LUVS NO.3 to provide power to MCC-B in low service.
    - Produce a one-line diagram for the above.
    - Produce a site plan and background drawing for the above.
    - Update the overall power distribution drawing to reflect the above.

CONSTRUCTION ASSISTANCE

- Conduct a meeting with local electrical contractors to describe the proposed scope of work. Contractors to provide competitive pricing on the installation of required equipment to City.
- Visit the construction site two (2) times to verify installation and answer contractor questions.

TETRA TECH

ASSUMPTIONS

Tetra Tech assumes the following:

- The City will direct purchase all necessary hardware.
- The City will procure the installation contractor.

COMPENSATION

Compensation for the professional services for this project will be based on time and materials at a not to exceed fee of:

Design	$7,800
Construction	$5,200
TOTAL	**$13,000**

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. A return envelope is enclosed for your convenience. Our Standard Terms and Conditions are attached and considered a part of this proposal.

SCHEDULE

We are prepared to begin work immediately upon receipt of your written authorization to proceed. We assume a 3-week design schedule.

CONCLUSION

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,

Mick S. Jones, P.E.
Senior Project Manager

Encl.: Standard Terms and Conditions

PROPOSAL ACCEPTED BY_____

TITLE_____ **DATE**_____

Date: 6/11/2019

To: Honorable Mayor and City Commissioners

From: Department of Public Works - Filtration

RE: Fence at Elevated Tanks

SUMMARY OF REQUEST:

Authorize staff to enter into a fence installation agreement with Fence Consultants since they submitted the responsible bid of $43,050 that meets the RFP requirements.

Two bids were submitted and only one bid meets the RFP requirements.

FINANCIAL IMPACT:

$43,050.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Fence Consultants for a cost of $43,050.

AGENDA ITEM NO. _____

CITY COMMISSION MEETING __

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: June 11th, 2019

SUBJECT: City Hall Air Conditioners

SUMMARY OF REQUEST:

Authorize staff to contract with Jewitt Heating and Cooling for the replacement of four (4) air conditioners at City Hall in the amount of $13,832.50.

Three firms were contacted for bids as follows:

Jewitt Heating and Cooling.....$13,832.50
Boardwell Mechanical Services.....$19,500.00
American Mechanical Services.....Declined to Bid

FINANCIAL IMPACT:

$13,382.50

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize staff to contract with Jewitt Heating and Cooling for the air conditioner replacements.

CITY OF MUSKEGON

TELEPHONE BID TABULATION

Date JUNE 3, 2019 Requisition _____

	Name of Bidder	Name of Bidder	Name of Bidder
Vendor	BOARDWELL MECH SVCS	AMERICAN MECH SVCS	JEWITT HEATING & COOLING
Telephone Number	231-894-6843		231 788-4287
Quoted By	PATRICK KING		—

Quantity	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
4	MINI SPLITS REPLACEMENT		$19,500.00		DIDN'T		$13,832.50
					SUBMIT		
					BID		
TOTAL BID			$		$		$
Cash Discount Terms							
F.O.B.							
Delivery Time From Receipt of Purchase Order							

BOARDWELL
MECHANICAL SERVICES, INC.
COMMERCIAL • INDUSTRIAL • RESIDENTIAL

8939 Water St. Ste C.
Montague, MI 49437
Phone: 231-894-6843
boardwellmechanical.com

May 21, 2019

City of Muskegon
933 Terrace St
Muskegon MI, 49440
P: 231-286-1994
E: Terry.Spyke@Shorelinecity.com

SUBJECT: Fujitsu Mini Split Replacement(s):

Pursuant to your request, Boardwell Mechanical Services, Inc. has visited your location and received instructions pertaining to the above-mentioned project. Recommend below, the action which we believe will provide you with the most comfortable and affordable heating / cooling system for this project. After completion of system installation, we will register all equipment for warranty.

IR Accounting
- ✓ **Condenser- Fujitsu 18K BTU M#AOU18RLB Mini Split Heat Pump**
- ✓ **Head Unit – Fujitsu 18K BTU M#ASU18RLB,**

Detective Area West Wall
- ✓ **Condenser- Fujitsu 30K BTU M#ASU30RLXB Mini Split Heat Pump**
- ✓ **Head Unit– Fujitsu 30K BTU M#AOU30RLXB**

Detective Area East Wall
- ✓ **Condenser- Fujitsu 30K BTU M#ASU30RLXB Mini Split Heat Pump**
- ✓ **Head Unit – Fujitsu 30K BTU M#AOU30RLXB**

Neighborhood Policing Unit
- ✓ **Condenser- Fujitsu 36K BTU M#AOU36RLXB Mini Split Heat Pump**
- ✓ **Head Unit – Fujitsu 36K BTU M#ASU36RLXB**

The heating and cooling capacity of these units at 100% capacity are: Heating 5*F and Cooling 14*F outdoor air temp

Warranty:
- ✓ 7- Year limited warranty on Compressor
- ✓ 5 -Year limited warranty on all functional parts
- ✓ 1-Year Labor and craftsmanship warranty

Total Investment.....**$19,500.00**

Work Clarifications:

- ✓ Provide labor, materials and consumables to complete
- ✓ Includes new micro condensate pumps installed internally in mini split head units.
- ✓ Tie into existing condensate drain piping
- ✓ Install includes new refrigeration line sets per unit w/insulation
- ✓ AC installation includes nitrogen purge brazing, line set, and outdoor pad
- ✓ System start-up and balancing included
- ✓ Includes Crane Service
- ✓ Includes high voltage electrical
- ✓ Includes resealing existing roof flashing penetrations
- ✓ Includes mechanical and electrical permit fee

Proposal Clarifications:

- ✓ This Proposal is valid for 30 days.
- ✓ Payment terms - NET 30
- ✓ Provide hoists, ladders, rigging equipment etc.
- ✓ Additional work will be performed on a time and material basis per approved rates
- ✓ Work performed on a 4-10 or 5-8 schedule, no overtime

Thank you for the opportunity to prepare this quote for you. If we may be of service or if you have any questions, please feel free to call us at 231-894-6843

Respectively Submitted,

Boardwell Mechanical Services, Inc.

Patrick King

JEWETT HEATING & COOLING LLC.
4585 Jensen
Fruitport, MI 49415
(231)788-4287

Estimate

DATE	ESTIMATE NO.
5/10/2019	5286 F

NAME / ADDRESS
City of Muskegon Att: Terry Spyke 933 Terrace Muskegon, MI 49442 231-286-1994

Job Location
933 Terrace

P.O. Number	4 Heat Pump Mini Splits

DESCRIPTION	TOTAL
Remove and discard of 4 existing heat pump mini split units on roof. Install 2 Bryant 38MAQB30R--3 30,000 BTU 16 Seer heat pump mini splits for detective Bureau. Install Bryant 38MAQB18R--3 18,000 BTU 16 Seer heat pump mini split for Jr Accounting. Install Bryant 38MAQB36R--3 36,000 BTU 16 Seer heat pump mini split for Neighborhood Policing Unit. Includes 4 indoor wall mount heads, wireless remote controls, condensate pumps w/safety switches, P-traps, condensate wet switch, linesets, communication wire and labor. Reconnecting of high voltage electric included as well.	13,475.00
Mechanical & Electrical Permit	357.50
5 Year Condenser Warranty 5 Year Indoor Head Warranty 1 Year Labor Warranty	
CONDENSER WILL BE PLACED BACK ON ROOF.	
THANK YOU FOR YOUR BUSINESS AND THE OPPORTUNITY TO BID THIS JOB!!	**TOTAL** $13,832.50

AGENDA ITEM NO. _____

CITY COMMISSION MEETING - June 14, 2019

TO: Honorable Mayor and City Commission

FROM: Finance

DATE: June 3, 2019

SUBJECT: Repayment of Reimbursement Agreement on Parcel O at Harbour 31

SUMMARY OF REQUEST: In 2008 Dan Henderickson & Viridian Properties signed a reimbursement agreement with the City to use $250,000 of a $500,000 MDEQ loan the City had secured. Currently there is an outstanding invoice of $18,554.93 and a principal balance of $33,942.83 owing on this reimbursement agreement. A development group is in the process of purchasing 2 lakefront parcels from the current owners Muskegon Lakefront LLC. To ensure this purchase goes through the developers have agreed to pay the $33,942.83 principal balance owed if the City if willing to write off the invoice of $18,554.93. This new developer is currently in negotiations to purchase one other parcel at the Harbour 31 site, once that is completed they are ready to announce their plans for the site. The City should be able to recoup our costs from Brownfield capture.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the write off of invoice 17-00004744 in the amount of $18,554.93.

Commission Meeting Date: March 25, 2008

Date: **March 17, 2008**

To: **Honorable Mayor & City Commission**

From: **Planning & Economic Development Department** CBC

RE: **Site Assessment Development and Reimbursement Agreement between Viridian Properties LLC and the City of Muskegon**

SUMMARY OF REQUEST: The City of Muskegon has a Brownfield Redevelopment Loan in the amount of $500,000 with the Michigan Department of Environmental Quality (MDEQ). The loan is for purposes of addressing environmental assessment and remediation for sites being redeveloped. An agreement has been reached with Dan Henrickson of Viridian Properties LLC to use $250,000 of the loan for site improvements on Edison Landing. These improvements will address environmental concerns, enhance the aesthetics of the site and make the property more desirable from a marketing standpoint. Although the loan is between the City and MDEQ, Mr. Henrickson has agreed to make the loan payments.

FINANCIAL IMPACT: None, as Mr. Henrickson will be making the loan payments.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.

COMMITTEE RECOMMENDATION: None.

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement") is made as of March 25, 2008, between the City of Muskegon, 933 Terrace Street, PO Box 536, Muskegon, Michigan 49443 (the "City") and Viridian Properties LLC, a Michigan limited liability company, of 6250 Jupiter Avenue, Suite B, Belmont, Michigan 49306 (the "Developer").

Recitals

A. In November, 2007, the Developer acquired certain condominium units in Muskegon Lakeshore SmartZone, a site condominium project located in the City, such units being legally described on the attached Exhibit A (the "Property").

B. The Property has been deemed a "facility" under Part 201 of Michigan's Natural Resource and Environmental Protection law (Part 201).

C. The Developer plans to prepare the Property for redevelopment, including undertaking Part 201 due care response activities. These activities will provide environmental protection by mitigating direct contact risks for occupants and utility workers at the site. The Developer intends to improve the Property and sell the condominium units contained in the Property, which will increase the tax base within the City and otherwise enhance the economic vitality and quality of life in the City.

D. As documented in the proposed remedial action plan ("RAP") submitted to the Michigan Department of Environmental Quality ("MDEQ") for review in October, 2002 by Teledyne, arsenic and lead are present throughout the Property at concentrations exceeding generic residential cleanup criteria. The RAP proposes, among other things, to place clean fill on the Property in order to mitigate direct contact risks. Because the RAP has not been approved by the MDEQ and the exposure barrier has not been placed on the undeveloped portions of the Property, the Developer proposed to mitigate these contact risks by placement of clean fill (as conditions of each unit and MDEQ approved work plan dictate) as a Part 201 due care response activity.

E. The City and the MDEQ entered into a CMI Brownfield Loan Agreement on or about March 18, 2005, which agreement has subsequently been amended (the "City/MDEQ Agreement")on December 17,2008. Under the City/MDEQ Agreement, the MDEQ made available to the City the principal sum of Five Hundred Thousand Dollars ($500,000.00) to provide loan funding pursuant to Part 196, Clean Michigan Initiative Implementation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("NREPA"). A copy of the City/MDEQ Agreement is attached as Exhibit B.

F. The City has made available to the Developer for use in connection with the Project, for

specified purposes, a portion of the loan described in the City/MDEQ Agreement.

G. This Agreement sets forth the provisions under which the Developer may utilize and shall repay the money made available by the City.

H. Environmental Resources Management ("ERM") has prepared a work plan dated _____, describing due care response activities to be performed on the Property (the "Work Plan"). After review and approval of the Work Plan by the City and MDEQ, the Developer will incur costs in carrying out, or causing to be carried out, the activities described in the approved Work Plan (the "Eligible Work Plan Costs").

Provisions

For valuable consideration, the receipt and adequacy of which are acknowledged by the parties, the City and the Developer agree as follows:

1. **Submission of Costs**. For those Eligible Work Plan Costs for which the Developer seeks reimbursement from the City, the Developer shall submit to the City the following:

a. A written statement detailing the purposes and amounts of the costs;
b. A written explanation as to how the Work Plan Costs meet the criteria for eligibility under the "City/MDEQ Agreement
c. Copies of invoices from contractors, engineers or others who provided such services or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
d. Any other information which may be reasonably required by the City or the MDEQ.

The Developer may submit an application for payment of Eligible Work Plan Costs after the Work Plan has been approved by MDEQ and the City, and may submit additional applications for payment of additional Eligible Work Plan Costs after that date, but no more often than monthly. The final date for submission of any such application for payment shall be September 30, 2008. The City shall make available to Developer under this Agreement and the City/MDEQ Agreement a sum of money of up to $250,000, contingent on MDEQ and City approval of Eligible Work Plan Costs.

2. **Payment of Eligible Work Plan Costs**. Unless it disputes whether any costs are Eligible Work Plan Costs or the accuracy of such costs, the City shall pay to the Developer the amounts for which submissions have been made pursuant to paragraph 1 of this Agreement within 30 days after the City has received all of the submittal materials described in paragraph 1. If the City disputes whether any costs are Eligible Work Plan Costs, or the amount of such costs, then before the expiration of such deadline, the City shall pay the amount not in dispute and shall

provide the Developer with a written description of the reasons for the City's decision not to reimburse the Developer for any such costs. The parties shall work together in good faith to resolve any such dispute.

3. **Adjustments to Eligible Work Plan Costs**. The amounts and types of costs to be included as Eligible Work Plan Costs are contained in the Work Plan and the City/MDEQ Agreement. The costs described in the Work Plan are educated estimates only and any funds remaining at the end of a phase of work may be carried over and used in the next phase of the Work Plan. No costs will be reimbursed beyond those identified in the approved Work Plan.

4. **Development**. The Developer shall commence work to implement the Work Plan as soon as possible after Work Plan approval, and will use its reasonable best efforts to complete such work by September 30, 2008, but in no event later than December 17, 2008.The Developer understands and acknowledges that any Eligible Work Plan Costs incurred after December 17, 2008 shall not be paid under this Agreement.

5. **Reporting**. The Developer must complete and submit to the City quarterly progress reports which satisfy the City's obligation as "Borrower" under the City/MDEQ Agreement. The reports shall be submitted to the City in time for the City to meet the deadlines for submission under Section V of the City/MDEQ Agreement. In addition, a copy of any report pertaining to the environmental conditions on the Property shall be provided to the City when it is made available to the Developer.

6. **Compliance with City/MDEQ Agreement**. The Developer shall not take any action, or fail to take any action, which would cause the City, as the Borrower under the City/MDEQ Agreement, to commit a default or violate any provision under the City/MDEQ Agreement. If the City claims that the Developer has caused the City to commit a default or violate a provision under the City/MDEQ Agreement or has defaulted under this Agreement itself, then the City shall provide written notice of the claimed default and the Developer shall cure the default within thirty (30) days of the date of receipt of such notice; provided, however, that if the claimed default is of a character that cannot reasonably be cured with such thirty-day period, then the City may at it sole discretion elect to grant the Developer an additional period of time as the City deems reasonable under the circumstances to cure the default or pursue its remedies for default under section 9 of this Agreement.

The Developer agrees to comply with the terms and conditions of the City/MDEQ Agreement and further agrees to indemnify and hold the City harmless from any and all liabilities, claims, costs, losses and damages resulting from the Developer's actions or failure to act which cause a violation of the terms and conditions of the City/MDEQ Agreement.

7. **Payment by Developer**. Under the City/MDEQ Agreement, as reflected on the amortization schedule attached as Exhibit B to such Agreement, the City is required to make loan repayments to the MDEQ in equal annual installments of principal and interest beginning on March 18, 2010 and continuing through March 18, 2019. All Eligible Work Plan Costs for which the Developer has not made reimbursement to the City before March 18, 2010 shall bear

interest from that date at the rate of two percent (2%) per annum and shall be repaid by the Developer to the City in ten (10) equal annual installments of principal and interest from March 18, 2010 through March 18, 2019, parallel with the payments that the City is required to pay to the MDEQ. The Developer may make full or partial repayments of the Eligible Work Plan Costs to the City before or after March 18, 2010 and no interest shall accrue on the Eligible Work Plan Costs paid to the Developer unless any amount remains unpaid on March 18, 2010, in which case, as set forth above, interest shall accrue at the rate of two percent (2%) per annum on any unpaid principal balance existing from time to time thereafter. If the Developer makes any prepayment after March 18, 2010, then the remaining unpaid balance shall be re-amortized over the number of years remaining in the original ten-year term and the Developer shall make equal annual payments based on the re-amortized schedule.

8. **Security**. To provide the City with additional assurance of payment, the developer shall provide the City with a mortgage on the Property, in the form attached as Exhibit C, and the guaranty of Dan S. Henrickson, the sole member of the Developer, as set forth on the attached Exhibit D, which are to be executed simultaneously with this Agreement. The parcel subject to the mortgage is Unit O of the Property. If Unit O is transferred to a bona fide purchaser for market value consideration, the City agrees to provide the Developer with a release of the mortgage provided that a new identical form of mortgage is simultaneously executed by the Developer which encumbers another Unit of the subdivision. The Unit to be encumbered by the new mortgage shall be mutually agreed upon subject to the Developer's demonstration that such Unit's present market value is equal to or greater than the total amount of repayment obligations owed by the Developer under Section 7 at such time. Upon each subsequent sale of a Unit encumbered by the mortgage, another mortgage shall be simultaneously executed as described above.

In the event that all of the Units are sold before the Developer's repayment obligations under section 7 are fully met, all such obligations shall become due and payable on or before the closing of the sale of the final Unit to be sold.

9. **Remedies**. Except as otherwise provided in this Agreement, if the Developer defaults under this Agreement, the City may, at its sole option, pursue all legal and equitable remedies available under Michigan law, including without limitation, those remedies that the State has against the City, as Borrower, under the City/MDEQ Agreement.

10. **No Assignment**. The Developer's rights and obligations under this Agreement may not be assigned without prior written consent by the City.

11. **Waiver**. No term, condition, covenant, or provision in this Agreement may be waived, except in writing, signed by the waiving party. No oral statements, course of conduct, or course of dealing shall be deemed a waiver. No waiver by any party of any violation or breach of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach, or the continuing waiver of any violation or breach.

12. **Binding Nature**. This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld. The Agreement shall be binding on any permitted successor or assign of either party.

13. **Termination**. This Agreement shall terminate when all of the obligations required under this Agreement have been fulfilled, a default has occurred, or upon mutual agreement of the parties.

CITY:

CITY OF MUSKEGON

By _____
Its Stephen J. Warmington
Mayor

DEVELOPER:

VIRIDIAN PROPERTIES LLC, a Michigan limited liability company

By _____, member
Dan S. Henrickson
It's Member

Muskegon Environmental Assessment 2004-1008

Compound Period .....: Annual

Nominal Annual Rate ....: 2.000 %
Effective Annual Rate ...: Undefined
Periodic Rate .....: 2.0000 %
Daily Rate .....: 0.00556 %

CASH FLOW DATA

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	03/18/2010	500,000.00	1		
2	Payment	03/18/2010	54,571.83	10	Annual	03/18/2019

AMORTIZATION SCHEDULE - US Rule, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	03/18/2010				500,000.00
1	03/18/2010	54,571.83	0.00	54,571.83	445,428.17
2010	Totals	54,571.83	0.00	54,571.83	
2	03/18/2011	54,571.83	8,908.56	45,663.27	399,764.90
2011	Totals	54,571.83	8,908.56	45,663.27	
3	03/18/2012	54,571.83	7,995.30	46,576.53	353,188.37
2012	Totals	54,571.83	7,995.30	46,576.53	
4	03/18/2013	54,571.83	7,063.77	47,508.06	305,680.31
2013	Totals	54,571.83	7,063.77	47,508.06	
5	03/18/2014	54,571.83	6,113.61	48,458.22	257,222.09
2014	Totals	54,571.83	6,113.61	48,458.22	
6	03/18/2015	54,571.83	5,144.44	49,427.39	207,794.70
2015	Totals	54,571.83	5,144.44	49,427.39	
7	03/18/2016	54,571.83	4,155.89	50,415.94	157,378.76
2016	Totals	54,571.83	4,155.89	50,415.94	
8	03/18/2017	54,571.83	3,147.58	51,424.25	105,954.51
2017	Totals	54,571.83	3,147.58	51,424.25	
9	03/18/2018	54,571.83	2,119.09	52,452.74	53,501.77
2018	Totals	54,571.83	2,119.09	52,452.74	
10	03/18/2019	54,571.83	1,070.06	53,501.77	0.00
2019	Totals	54,571.83	1,070.06	53,501.77	
Grand Totals		545,718.30	45,718.30	500,000.00	

Last interest amount increased by 0.02 due to rounding.

EXHIBIT C

MORTGAGE

THIS MORTGAGE is given on the 17 day of March, 2008, by Viridian Properties LLC, a Michigan limited liability company, of 6250 Jupiter Avenue, Suite B, Belmont, Michigan 49306 (**"Mortgagor"**), to the City of Muskegon, 933 Terrace Street, PO Box 536, Muskegon, Michigan 49443 (**"Mortgagee"**).

FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Mortgagee land located in the City of Muskegon, County of Muskegon, State of Michigan, legally described on the attached **Exhibit A** and (i) all buildings, structures and other improvements now or in the future located on the land and all easements, hereditaments and appurtenances now or in the future belonging to the land, and the rents, income and profits therefrom, (ii) all fixtures now or in the future attached to or used in connection with the land, (iii) all equipment (including, without limitation, all machinery, engines, boilers, elevators and plumbing, heating, air conditioning and ventilating equipment) now or in the future located on the land, all of which equipment shall be considered to be fixtures and a part of the realty, and (iv) all rights to make divisions of the land that are exempt from the platting requirements of the Michigan Land Division Act, as it shall be amended. In this Mortgage, the above-described land, buildings, structures, improvements, easements, hereditaments, appurtenances, fixtures and equipment are collectively called "the premises."

THIS MORTGAGE SECURES PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND IN THE FUTURE OWING TO MORTGAGEE BY MORTGAGOR based on the terms and conditions of the Development and Reimbursement Agreement between the parties dated March ____, 2008 ("the D & R Agreement").

The indebtedness and obligations secured by this Mortgage are collectively referred to in this Mortgage as the "Indebtedness."

Mortgagor further warrants, represents and agrees as follows:

1. **Payment of Indebtedness.** Mortgagor agrees to pay or perform all of the Indebtedness now or in the future owing by Mortgagor, including all interest on it, in accordance with the terms of the instruments, documents or agreements evidencing it ("Instruments").

2. **Warranties.** Mortgagor warrants and represents to Mortgagee as follows:

The execution, delivery and performance of this Mortgage by Mortgagor will not violate any law, rule, judgment, order, agreement or instrument binding upon Mortgagor, and will not violate Mortgagor's articles of organization or operating agreement, and will not require the approval of any public authority or any third party, and this Mortgage is the valid and binding obligation of Mortgagor, enforceable in accordance with its terms. Mortgagor is a Michigan limited liability company which is duly organized and validly existing in good standing in the State of Michigan. Mortgagor has full power to execute this Mortgage and the undersigned officer of the Mortgagor has full authority to bind Mortgagor to the obligations contained in this Mortgage.

3. **Assignment of Leases and Contracts.** Mortgagor assigns and mortgages to Mortgagee, and grants to Mortgagee a security interest in, as additional security for the Indebtedness, all of Mortgagor's right, title and interest in and to all existing and future oral or written leases of all or any part of the premises or of any interest in them and all existing and future land contracts or other agreements by which the premises or any interest in them is being or shall be sold, together with all rents and profits arising from, and all other proceeds of, those leases, land contracts or other agreements. Without the written consent of Mortgagee, Mortgagor shall not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease, land contract or other agreement or of any interest of Mortgagor in it and shall not collect or accept any payment of rent or of principal or interest or any other amount more than one month before it is due and payable. Mortgagor shall pay and perform all obligations and covenants required of Mortgagor by the terms of each lease, land contract or other agreement. If Mortgagor shall default in the payment or performance of any obligation or covenant, then Mortgagee shall have the right, but shall have no obligation, to pay or perform it on behalf of Mortgagor, and all sums expended by Mortgagee in doing so shall be payable by Mortgagor to Mortgagee upon demand, together with interest at the highest rate per annum required to be paid pursuant to any promissory note given by Mortgagor to Mortgagee ("Default Rate"). Neither this paragraph nor Paragraph 8 of this Mortgage implies that Mortgagee consents to the sale, lease or transfer of the premises or any interest in them.

4. **Taxes and Insurance.** Mortgagor shall pay, or cause to be paid, before they become delinquent, all taxes, assessments and other similar charges levied upon or with respect to the premises and shall promptly deliver to Mortgagee satisfactory evidence of payment of them. Mortgagor shall cause all buildings, improvements and other insurable parts of the premises to be insured against loss or damage by fire, by hazards included within extended coverage and by other risks that Mortgagee from time to time requires, in amounts and with insurers that are acceptable to Mortgagee, and Mortgagor shall cause all premiums on the insurance to be paid when due. Mortgagee shall not, however, require hazard insurance covering any building or buildings that are part of the premises to be in an amount greater than the replacement cost of the building or buildings. Within 45 days after Mortgagee notifies Mortgagor that the premises are located in a special flood hazard area but are not covered by flood insurance in the amount required by applicable law (including, without limitation, the

federal Flood Insurance Act of 1968, as amended), Mortgagor shall obtain and at all times maintain in effect the required insurance. Each policy evidencing insurance required by this Paragraph shall provide that loss shall be payable to Mortgagee as its interest shall appear at the time of the loss, shall contain a standard mortgage clause, shall be in form and substance acceptable to Mortgagee and shall be delivered to Mortgagee. Each policy shall provide that the insurer shall give Mortgagee at least 10 days prior written notice of any cancellation of or any material change in the insurance. Each renewal of each policy shall be delivered to Mortgagee at least 10 days before the expiration date of the policy. Upon foreclosure of this Mortgage or other transfer of the premises in satisfaction of the Indebtedness, all right, title and interest of Mortgagor in and to any insurance policies then in force, including the right to any premium refund, shall vest in the purchaser or grantee. If there shall occur any destruction of or damage to the premises, Mortgagor shall give immediate notice to Mortgagee, and Mortgagee shall have the right to make proof of the loss or damage, if Mortgagor does not promptly do so. Mortgagee is authorized to settle, adjust or compromise any claims for loss or damage under any insurance policy. Mortgagor shall immediately endorse and deliver to Mortgagee all proceeds of any policy.

5. **Maintenance and Repair.** Mortgagor shall maintain the premises in good condition and repair; shall not commit or suffer any waste of the premises; shall not remove, demolish or substantially alter any building or fixture on the premises without the prior written consent of Mortgagee; shall cause to be complied with all laws, ordinances, regulations and requirements of any governmental authority applicable to the premises or to activities on the premises; shall promptly repair, restore, replace or rebuild any part of the premises that is damaged or destroyed by any casualty; and shall promptly pay when due all charges for utilities and other services to the premises.

6. **Mortgagee's Right to Perform; Receiver.** If Mortgagor shall default in the performance of any obligation of Mortgagor under this Mortgage (including, without limitation, its obligations to keep the premises in good condition and repair, to pay taxes and assessments and to obtain and maintain insurance), then Mortgagee shall have the right, but shall have no obligation, to perform, or cause to be performed, the obligation, and Mortgagor shall reimburse Mortgagee on demand for all sums expended by Mortgagee in doing so, together with interest at the Default Rate. Mortgagee and any persons authorized by Mortgagee shall have the right to enter upon the premises at all reasonable times for the purpose of inspecting the premises or effecting maintenance or repairs or taking any other action under the preceding sentence. The failure of Mortgagor to pay any taxes, assessments or similar charges upon the premises when due or to obtain and maintain required insurance shall constitute waste and shall entitle Mortgagee to the appointment by a court of competent jurisdiction of a receiver of the premises for the purpose of preventing the waste. The receiver, subject to the order of the court, may collect the rents and income from the premises and exercise control over the premises as the court shall order. Any payment or performance by Mortgagee, under Paragraph 3 of this Mortgage, of an obligation that Mortgagor has failed to perform under a lease, land contract or other agreement, and any exercise by Mortgagee of any right, remedy or option under a lease, land contract or other agreement, shall not be considered an assumption by Mortgagee of the lease, land contract or other agreement or of any obligation or liability under it.

7. **Condemnation.** If all or any part of the premises is taken, whether temporarily or permanently, under power of eminent domain or by condemnation, the entire proceeds of the award or other payment for the taking shall be paid directly to Mortgagee.

8. **Sale or Transfer.** If there shall be a sale or transfer, by operation of law or otherwise, of all or any part of the premises, Mortgagee may deal with the buyer or transferee with respect to this Mortgage and the Indebtedness as fully and to the same extent as it might with Mortgagor, without in any way releasing, discharging or affecting the liability of Mortgagor under this Mortgage and upon the Indebtedness, and without waiving Mortgagee's right to accelerate payment of the Indebtedness, under Paragraph 11 of this Mortgage, by reason of the sale or transfer.

9. **Environmental Law Warranties and Agreements.** Mortgagor warrants and represents to Mortgagee, and agrees, as follows:

Mortgagor, the premises and all activities of Mortgagor and all other persons on the premises shall in the future comply with all environmental laws. .

10. **Access to Premises.** Mortgagee and any persons authorized by Mortgagee shall have the right to enter upon the premises at all reasonable times for the purpose of (i) appraising the premises, (ii) investigating (including, without limitation, sampling soil, water and air) whether the premises and activities upon them are in compliance with environmental laws and whether the premises are a site or source of environmental contamination or (iii) removing or remediating any environmental contamination. Without limiting the foregoing, Mortgagee shall have the right to conduct and submit to appropriate governmental agencies a "baseline environmental assessment" of the premises within the meaning of Section 20101 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20101, as it shall be amended from time to time. If, at the time of the appraisal, investigation, assessment, removal or remediation, there shall have occurred and be continuing an event of default, as defined in Paragraph 11 of this Mortgage, then Mortgagor shall reimburse Mortgagee on demand for all costs and expenses of the appraisal, investigation, assessment, removal or remediation, together with interest at the Default Rate. Mortgagor shall execute any consultant contract, waste manifest, notice and other documents that Mortgagee requests to enable Mortgagee to take or conduct any action or activity contemplated by this paragraph, if Mortgagor is given a reasonable opportunity to negotiate the terms of the contract, manifest, notice or other document.

11. **Events of Default and Acceleration.** Upon the occurrence of any of the following events of default, all or any part of the Indebtedness shall, at the option of Mortgagee, become immediately due and payable without notice or demand:

(a) If default occurs in the payment or performance of any of the Indebtedness, when and as it shall be due and payable, whether at Maturity or otherwise.

(b) If default occurs in the performance of any other obligation to Mortgagee under the D & R Agreement or if default occurs in the performance of any obligation to Mortgagee under this Mortgage, whether or not Mortgagee shall have performed the obligation on Mortgagor's behalf, under Paragraph 6 of this Mortgage, and whether or not Mortgagor shall have reimbursed Mortgagee for any payments or expenses it incurred in curing the default.

(c) If any warranty, representation or statement that has been or is in the future made to Mortgagee by Mortgagor in this Mortgage or in the D & R Agreement shall have been false in any material respect when made or furnished.

(d) If Mortgagor shall default in payment of the principal of or interest on any indebtedness for borrowed money now or in the future owed to any person other than Mortgagee.

(e) If Mortgagor shall dissolve, liquidate, become insolvent or make an assignment for the benefit of creditors.

(f) If Mortgagor, without the written consent of Mortgagee, shall sell, convey or transfer the premises or any interest in the premises or any rents or profits from the premises or if any mortgage, lien or other encumbrance or any writ of attachment, garnishment, execution or other legal process shall be issued against or placed upon the premises or any interest in them or any rents or profits from them, except in favor of Mortgagee, or if any part of the premises or any interest in them shall be transferred by operation of law. Mortgagor's "interest" in the premises shall be considered to include, without limitation, any right to make a division of the premises that is exempt from the requirements of the Michigan Land Division Act, as it shall be amended.

(g) If at any time Mortgagee in good faith believes that the prospect of payment or performance of any part of all of the Indebtedness is impaired.

If a voluntary or involuntary case in Bankruptcy or receivership shall be started by or against Mortgagor, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or any part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms and conditions contained in any Security Document, Instrument or other agreement that at any time evidences, secures or relates to the Indebtedness.

12. **Remedies.** Mortgagee shall have all rights and remedies given by this Mortgage or otherwise permitted by law. In addition, upon the occurrence of an event of default, as defined in paragraph 11, or if the Indebtedness shall not be paid at Maturity, Mortgagee shall have the right and is authorized:

(a) To collect and receive all rents, profits and other amounts that are due or shall in the future become due under the terms of any leases, land contracts, or other

agreements, now or later in effect, by which the premises or any interest in them are then being sold or leased, and to exercise any other right or remedy of Mortgagor under any lease, land contract, other agreement; but Mortgagee shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Mortgagee may become entitled, and Mortgagee shall not be liable for any of Mortgagor's obligations under any lease, land contract, other agreement.

(b) To obtain or update title searches, title insurance and surveys with respect to the premises, and Mortgagor shall reimburse Mortgagee for all costs of doing so, together with interest at the Default Rate.

(c) To foreclose this Mortgage by action under applicable law.

(d) To sell, release and convey the premises at public sale, and to sign and deliver to the purchasers at the sale good and sufficient deeds of conveyance, paying any surplus funds, after payment of the Indebtedness in full and the expenses of the sale, including attorney fees as provided by law, to Mortgagor, all in accordance with Chapter 32 of the Michigan Revised Judicature Act, as it may be amended from time to time, and any similar statutory provisions that may in the future be enacted in addition to Chapter 32 or in substitution for it. The premises may, at the option of Mortgagee, be sold in one parcel.

All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time, and no delay by Mortgagee in the exercise of any right or remedy shall be a waiver of it, and no single or partial exercise of any right or remedy shall prevent other or further exercise of it or the exercise of any other right or remedy, except to the extent otherwise provided by law. In this Mortgage, "maturity" means the time when the Indebtedness shall be or shall become due and payable, whether by the terms of the Instruments or under Paragraph 11 of this Mortgage or otherwise.

13. **Indemnification.** Mortgagor shall indemnify and hold harmless Mortgagee with respect to any and all claims, demands, causes of action, liabilities, damages, losses, judgments and expenses (including attorney fees) that shall be asserted against or incurred by Mortgagee by reason of (i) any representation or warranty by Mortgagor in this Mortgage being inaccurate in any respect, (ii) any failure of Mortgagor to perform any of Mortgagor's obligations under this Mortgage, or (iii) any future condition or use of the premises (whether known or unknown), other than an excluded condition or use, including, but not limited to, liabilities arising under any environmental law. An "excluded condition or use" is one that both (A) does not exist or occur, to any extent, at any time before Mortgagor has permanently given up possession and control of the premises by reason of a foreclosure of this Mortgage or Mortgagee's acceptance of a conveyance of the premises to Mortgagee in lieu of foreclosure and (B) was not caused or permitted to exist, in whole or part, by any act or omission of Mortgagor. Indemnification by Mortgagor under this paragraph shall not limit any other right or remedy (including Mortgagee's right to accelerate payment of the Indebtedness) that is available to Mortgagee by reason of the

circumstance in respect of which indemnity is made. Mortgagor's obligations under this paragraph shall survive foreclosure of this Mortgage and any conveyance of the premises in lieu of foreclosure.

14. **Waivers.**

(a) Mortgagor and any other person who in the future obtains a mortgage or lien upon, or any other interest in, the premises waives, with respect to any foreclosure of this Mortgage, (i) any right to marshaling of the premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium law, now existing or enacted in the future.

(b) Mortgagee may at any time release all or any part of the premises from the lien of this Mortgage or release the liability of any person for the Indebtedness, with or without consideration and without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, or other interest in, the premises. A release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of the release upon the mortgage, lien or other interest or the holder of it. This subparagraph does not imply that Mortgagee consents to the placing of a mortgage, lien or other encumbrance on the premises.

(c) Mortgagor (i) waives notice of any advances or other extensions of credit included in the Indebtedness, (ii) waives any right to require Mortgagee to sue upon or otherwise enforce payment of the Indebtedness or to enforce any security for it before exercising its rights and remedies under this Mortgage, and (iii) agrees that the validity and enforceability of this Mortgage shall not be impaired or affected by any failure of Mortgagee to obtain or perfect, or to secure priority of, any other security at any time given, or agreed to be given, by any person for the Indebtedness.

15. **Expenses.** Mortgagor shall pay to Mortgagee on demand all expenses, including attorney fees and legal expenses, paid or incurred by Mortgagee in collecting or attempting to collect the Indebtedness or in protecting and enforcing the rights of and obligations to Mortgagee under any provision of this Mortgage, including, without limitation, taking any action in any Bankruptcy, insolvency or reorganization proceeding concerning Mortgagor or foreclosing this Mortgage by advertisement or by action. The expenses shall bear interest, from the date paid or incurred by Mortgagee, at the Default Rate.

16. **Application of Proceeds.** If any rents or profits or any proceeds of insurance or proceeds of any condemnation or eminent domain award or proceeds from any sale of the premises at foreclosure are paid to Mortgagee, Mortgagee shall have the right to apply the rents or profits or proceeds, in amounts and proportions that Mortgagee shall in its sole discretion determine, to the full or partial satisfaction of any or all of the indebtedness and obligations secured by this Mortgage, including any contingent or secondary obligations, whether or not they shall then be due and payable by the primary obligor.

17. **Other.** Any notice to Mortgagor or to Mortgagee shall be considered to be given if and when mailed, with postage prepaid, to the respective address of Mortgagor or Mortgagee appearing on the first page of this Mortgage, or if and when delivered personally. The provisions of this Mortgage shall be binding upon and inure to the benefit of Mortgagor and Mortgagee and their respective successors and/or assigns. Any provision of this Mortgage prohibited or unenforceable by any applicable law shall be ineffective only to the extent and for the duration of the prohibition or unenforceability without invalidating the remaining provisions of this Mortgage. In this Mortgage, "protective advance" means an indebtedness or obligation that is secured by this Mortgage and that arises because Mortgagee makes an expenditure or expenditures (i) to fulfill or perform an obligation of Mortgagor under this Mortgage, with respect to the premises, that Mortgagor has failed to fulfill or perform, (ii) to preserve the priority of this Mortgage or the value of the premises, or (iii) for attorney fees or other expenses that are incurred in exercising a right or remedy under this Mortgage or that Mortgagor has agreed in this Mortgage to reimburse to Mortgagee. This Mortgage shall be interpreted in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first above written.

MORTGAGOR:

Viridian Properties LLC, a
Michigan limited liability company

By: _____, member
Dan S. Henrickson
Its Member

Acknowledgment

Acknowledged before me in Kent County, Michigan, on March 18, 2008, by Dan S. Henrickson, Member of Viridian Properties LLC, a Michigan limited liability company, on behalf of the limited liability company.

_____

Notary Public, Kent County, MI
Acting in Kent County, MI
My commission expires: 8/22/2012

PREPARED BY AND RETURN TO:
Scott J. Steiner (P42490)
Rhoades McKee
161 Ottawa Avenue, N.W., Suite 600
Grand Rapids, MI 49503
(616) 235-3500

Kari A. Denman, Notary Public
State of Michigan, County of Kent
My Commission Expires 8/22/2012
Acting in the County of Kent

EXHIBIT A

Legal Description of the Property

Unit O of Muskegon Lakeshore SmartZone, a Site Condominium, according to the Master Deed recorded in Liber 3503 Page 491, Muskegon County Records, and designated as County Condominium Subdivision Plan No. 100, together with rights in the general and limited common elements, as set forth in the Master Deed and as described in Act 59 of Public Acts of Michigan of 1978, as amended, and specifically including certain riparian rights, including those appurtenant to Unit O, but not the riparian rights appurtenant to any other unit in the Condominium.

See attached
EXHIBIT "E"

MUSKEGON

West Michigan's Shoreline City
www.shorelinecity.com

CITY OF MUSKEGON
CITY TREASURER'S OFFICE
P.O. BOX 536
MUSKEGON, MI 49443-0536

INVOICE

INVOICE NUMBER:	17-0004744
INVOICE DATE:	03/10/2017
DUE DATE:	03/25/2017
CUSTOMER #	45745
AMOUNT DUE:	18,554.93

AMOUNT PAID: $_____

MUSKEGON LAKEFRONT LLC

MUSKEGON, MI 49445

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT. MAKE CHECKS PAYABLE TO: CITY OF MUSKEGON
PAYMENT MUST BE RECEIVED BY DUE DATE TO AVOID ADDITIONAL PENALTY.

DETACH HERE - RETAIN BOTTOM PORTION FOR YOUR RECORDS

DATE	DESCRIPTION	AMOUNT
03/10/2017	BROWNFIELD LOAN PYMT	17,500.20
03/10/2017	BROWNFIELD LOAN PYMT	1,054.73

Total Invoice:	18,554.93
Credits Applied:	0.00
Payments Applied:	0.00
Invoice Balance:	18,554.93

UNPAID INVOICES MAY BE ADDED TO PROPERTY TAX BILL WITH A 20% FEE (MINIMUM OF $25.00)

INVOICE NUMBER 17-0004744

CUSTOMER # 45745

Invoices may be sent to collections after 90 days and a late fee of 1% per month on the past due balance may be imposed.

PLEASE NOTE INVOICE NUMBER ON YOUR CHECK.

CITY HALL 933 TERRACE STREET OFFICE HOURS:8:30 TO 5:00 PM - MONDAY THRU FRIDAY (231) 724-6720

Commission Meeting Date: June 5, 2019

Date: June 11, 2019

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: CDBG Program Administration Agreement- City of Muskegon/City of Norton Shores

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SUMMARY OF REQUEST: The City of Muskegon has contracted with the City of Norton Shores to administer their Community Development Block Grant (CDBG) program since 2006. The current Agreement concludes on June 30, 2019. The new Agreement extends for two years (through June 30, 2021).

FINANCIAL IMPACT: The City of Norton Shores will pay the maximum allowable CDBG costs per program year to the City of Muskegon, minus $1,000 to administer their CDBG program.

BUDGET ACTION REQUIRED: None.

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

CDBG Program Administration Agreement
Between the
City of Norton Shores
And
City of Muskegon

An agreement made and entered into this _____ day of _____, 2019, by and between the City of Muskegon; a Michigan municipal corporation ("Muskegon"), and the City of Norton Shores, a Michigan municipal corporation ("Norton Shores"), with reference to the following facts;

Background

Norton Shores desires that Muskegon assume responsibilities for the administration of the Norton Shores' Community Development and Block Grant ("CDBG") Program.

Therefore, the parties agree as follows:

1. **Administration of CDBG Program**. Muskegon agrees to assume responsibility for the preparation and submission of the following CDBG documents on behalf of Norton Shores:
    a. Federal Application 424, narratives, project tables, certifications, Environmental Summary, Combined Notice of no Significant Findings and Intent to Release Funds.
    b. Five Year Consolidated Plan, Annual Plans, Consolidated Annual Performance and Evaluation Report, publish hearing notice narratives, reports including performance measures criteria (using CPMP format).
    c. Semi-Annual Labor Standard Enforcement Report (form 4710).
    d. Contract and Subcontract Activity Report (form 2516).
    e. Prepare CDBG liens for projects, in accordance with HUD guidelines and regulations, as well as any other applicable Norton Shores requirements.
    f. IDIS reporting will be done by the City of Muskegon. Norton Shores will continue to do its own draw-downs.
    g. Compliance with NEPA and Part 58, and the Environmental Certifications compliance included in HUD Form 7015.15.

Muskegon shall provide a copy of the above reports to Norton Shores upon completion. Norton Shores will continue to publish its own public notices and record their liens with the County.

2. **Terms of CDBG Fund Payments**. Muskegon shall submit payment request for release of CDBG funds to Norton Shores' Finance Department, and Norton Shores shall remit payment within 10 days of a payment request by Muskegon.
3. **Administration Fee**. Norton Shores shall pay Muskegon the maximum CDBG allowable costs minus $1,000 (for legal work, etc.) per program year for administration of CDBG program, but not less than $22,000. Payment shall be made by way of quarterly payments beginning on July 1, 2019.

4. **Terms of the Contract**. The parties agree that this contract shall be effective July 1, 2019 through June 30, 2021. In addition, either party may terminate this Agreement at any time, and for any reason, upon 45 days written notice to the other party. Upon termination of the contract, Muskegon shall owe Norton Shores a pro rata return of the unearned Administration Fee paid to date.
5. **Building Inspection**. Norton Shores' Building Inspection Department will perform all inspections for CDBG projects and submit the inspection reports to Muskegon for inclusion in the relevant project file.
6. **Purchasing Guidelines**. Muskegon and Norton Shores agree to evaluate the current CDBG program purchasing guidelines used by Norton Shores and establish a written quotation and sealed project bid system acceptable to both parties.
7. **General Provision**.
    a. **Non-Waiver**. No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.
    b. **Severability**. Should any provision of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired or affected.
    c. **Assignment or Delegation**. Neither party may assign all or any portion of its rights and obligations in this Agreement without the express prior written approval of the other party which approval may be withheld for any reason.

City of Muskegon

By _____
Stephen J. Gawron, Mayor

By _____
Anne Marie Meisch, City Clerk

City of Norton Shores

By _____
Gary Nelund, Mayor

By _____
Shelly Stibitz, City Clerk

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Jake Eckholm, Director of Economic Development

DATE: June 5th, 2019

RE: Request for Proposals for 880 First Street (AmeriBank) Redevelopment

SUMMARY OF REQUEST:
Staff is seeking approval to publicize the attached Request for Proposals for redevelopment of 880 First Street as presented.

FINANCIAL IMPACT:
None at this time.

BUDGET ACTION REQUIRED:
None at this time.

STAFF RECOMMENDATION:
To authorize the release and publication of the Request for Proposals as presented.

COMMITTEE RECOMMENDATION:

Request for Proposals

City of Muskegon, Michigan

880 First Street Redevelopment Project

Publication Date: June 11, 2019

Submittal Due Date: July 12, 2019

All Submittals to:

City of Muskegon, attn. Ann Meisch, City Clerk
933 Terrace Street, Muskegon MI 49440

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I. INTRODUCTION

The City of Muskegon is seeking developers with experience and capability building and implementing high quality mixed used developments. The City's objective is to negotiate and enter into an agreement with the selected developer to construct and manage a new commercial/residential development at 880 First Street, a 5 story city owned building adjacent to mixed use market rate developments HighPoint Flats, Heritage Square Townhomes, and Lakeview Lofts. The total development area is negotiable, but can be as large as 40,000 square feet of developable space. The ideal proposal will include multiple commercial bays with ingress/egress to both First and Clay Street, as well as a market rate residential unit proposal for upper floors. Outdoor seating areas and shared greenspace are highly encouraged.

The objective of this RFP is to determine the level of interest and number of qualified available developers for the concept identified above. Responses to this RFP should provide general ideas and strategies for the development of the site including resumes and relevant qualifications for the development team. The City will review qualification packages to select experienced and qualified developers to advance to the final selection process which may include a more detailed proposal leading to the selection of a preferred developer, and the eventual disposition of the development site through sale or lease under mutually beneficial financial terms. The City will look favorably on respondents that possess the capacity and interest to carry their development from concept to implementation, including design/build capability, aesthetically pleasing design concepts, access to capital, and management strategy.

The City of Muskegon has experienced significant growth and development in all sectors, including its traditional downtown corridors. The selected development team will successfully demonstrate how their concept will bring new and valuable offerings to this environment and what benefit their development will bring to the further redevelopment of the Muskegon community. The City will favorably review developments which satisfy the listed Areas of Interest, which are described in detail in the following section.

Depending on the number and quality of responses received, the City reserves the right to request additional information from some or all respondents, or to issue additional requests to advance the review process. This process does not obligate the City of Muskegon or any of its agents, assigns, or employees to select or negotiate with any development team or to accept offers which the City, in its sole judgment, determines not to be in the best interest of the City and its residents. Thank you for your interest in this development opportunity.

II. OVERVIEW OF DEVELOPMENT OPPORTUNITY

A. Site Description

The site is located on the northeast corner of Clay and First Street in downtown Muskegon, Michigan. The building was formerly owned and operated as the regional headquarters of AmeriBank, but is now publicly owned and has been vacant for several years. In 2018, the City of Muskegon removed all interior finishes and fixtures as well as exterior coverings which were severely deteriorated in order to expedite redevelopment opportunities and avoid unseen costs such as asbestos abatement and undiscovered structural deficiencies. The 5 floors make up 37,500 square feet, and the basement level is an additional 3,500+/-. This redevelopment opportunity is adjacent to many key features and attractions in the downtown area, such as the Muskegon Farmers Market, LC Walker Arena, and the key shopping and dining district on Western Avenue.

B. Zoning & Development Standards

The development site is within the City's "Downtown" Form Based Code District. Form based code focuses more on the aesthetic and design of the structure in question rather than the use, so as to create a more diverse, unique, and vibrant built environment. The Downtown FBC District is characterized by mixed use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. These buildings contain street level retail and restaurant uses with residential and office uses on the upper floors. This area also has a high level of transit service that can help off-set the need for off-street parking and promote walkability.

The following are generally appropriate form elements in this district:

- Attached buildings

- Medium to large building footprint

- Building at the Right-of-Way

- No side setbacks

- Storefront frontages with transparency between the interior and public realm

C. Redevelopment Objectives

This RFP seeks and favors a creative developer of urban commercial and housing projects to construct a development that meets the following goals and objectives. The City's desired development of the site includes a diverse set of commercial bays that will serve as a further catalyst for gains in the consumer market share for the downtown corridor. It is also a goal of the City to create more market rate ownership and rental housing opportunities in the downtown space, and so a residential development component for this site will be crucial to consideration and selection of any proposal. The successful development proposal will incorporate forward-

thinking approaches to urban design, architecture, and the public realm. The City values a development that will bring additional amenities and opportunities for working, living, and recreating downtown, and as such the development should:

- Create either owner-occupied or rental housing opportunities at a competitive market rate to encourage downtown living.
- Create a dynamic urban destination that encourages commercial investments and takes into account the importance of the pedestrian environment.
- Create unique signing, merchandizing, and branding for the development.
- Create substantial positive economic value for the City by increasing the consumer attraction potential for the site and the downtown generally.
- Provide a source of permanent jobs for area residents through leasable or site condo commercial spaces.
- Interacts well with existing downtown businesses, institutions and events.

D. Specific Areas of Interest

The City is specifically interested in a development which is capable of activating this important corner in the downtown corridor. Currently there are several smaller commercial and residential areas in the downtown that do not organically connect to Western Avenue due to blank spaces in the street grid such as this site. The selected development should incorporate spaces and amenities that will liven up this section of the downtown area with activated storefronts and additional residents.

III. DESIRED DEVELOPER QUALIFICATIONS

The City is seeking responses from developers who are interested in undertaking the development concept described in this RFP. In this context, the terms "Developer" and "Developer Qualifications" apply to the development entity itself and the proposer's professional team assembled to execute and manage the project. It is the City's expectation that the site be repurposed and developed into a destination commercial/residential location immediately adjacent to the main downtown corridor. Although we reserve the right to select a development group with less experience, or non-traditional experience, the City is seeking a developer and supporting professional team that possesses a strong combination of the following qualifications and experience:

- Experience building, developing, and managing large scale multi-story mixed use buildings, preferably in the West Michigan area.

- Experience in the adaptive reuse of a commercial space in a downtown or key commercial corridor.

- Experience operating and managing properties in an urban downtown setting including functions and services on land under easement or owned by a local municipality.

- Experience working with municipal government in business, community events, or other public/private collaborative ventures.

- Clearly defined qualifications regarding the design and buildout of unique commercial spaces, particularly in the retail, office, food service, and housing sectors.

- A concept offering spaces that will attract a diverse customer/resident base into the area.

IV. SUBMISSION FORMAT AND CONTENTS

Submittals must include one (1) original of the response, two (2) unbound hard copies and one (1) electronic copy (PDF) of the response. Every effort should be made to make proposals as concise as possible. Submissions must address the following sections in order to be considered complete and ensure consideration.

Section I – Qualifications and Experience - Cover Letter

RFP responses should include a cover letter providing an introduction to the company and resumes of the respondent's professional team and the firm's areas of expertise. The letter should clearly show how the development team meets the minimum qualifications as outlined in SECTION III of the RFP.

Section II – Proposed Development Vision and Program

Responses should describe the overall vision and a recommended development program to bring the concept to fruition. This section should include introductory plans regarding design, scope, buildout, theme, and other relevant details related to the proposed development. This section should also illustrate the desired timeline requested by the developer to implement the proposed project.

Section III – Conceptual Financial Structure/ Financial Stability

Provide a conceptual financial structure, including private sources of funding and a proposed structure for providing compensation for the City owned real estate (e.g., real property purchase, ground lease, other proposed site control agreement etc.) The City has significant flexibility with respect to disposition options and methods for compensation and as a result encourages and welcomes financial proposals which maximize the value of the resulting developments and their positive economic and community impacts to the downtown corridor. Justification for the use of public fund contributions and proposed repayment mechanisms should be provided if public financing is included as part of the proposal.

Provide evidence of the developer's financial capability to undertake the project. Evidence should cover the last (5) years. If your proposal is being submitted by a partnership of two or more entities, provide evidence for each firm or individual that would be a part to the project. Suitable documentation includes audited or reviewed financial statements, partnership or corporation tax returns, bank or financial institution commitments, or other verifiable information demonstrating financial stability necessary to support a project of this scope. Submission of this RFP provides consent to the City or its assigns to confirm the information provided in response to this question.

All respondents will be required to allow the City to inspect and examine their company operating information and financial statements during the selection process. Each firm shall submit its legal firm name or names, headquarters address, local office addresses, state of incorporation, and key firm contact names.

V. EVALUATION CRITERIA

The City of Muskegon supports the further creation of a vibrant downtown and commercial/housing district to complement current and future downtown business enterprises. Accordingly, City staff will evaluate responses based on the criteria stated within this document. Given the uniqueness of the anticipated development, developer qualifications and experience will be assigned the greatest value including but not limited to the following;

- Developer qualifications and experience (as identified in Section of this RFQ)
- Creativity and unique concepts in proposed development vision and program (as identified in Section IV of this RFQ)
- Conceptual financial structure (as identified in Section IV of this RFQ)
- Financial history/stability (as identified in Section IV of this RFQ)
- Ability to attract a diverse clientele representative of the Muskegon community.

VI. RESPONSE DEADLINE

Responses to this Request for Proposals must be submitted (one original, two unbound copies, and one electronic copy) by no later than 5:00pm on July 12th. Responses received after this date and time will not be considered. Please address responses to:

City of Muskegon
Attention: Ann Meisch, City Clerk (Ann.Meisch@shorelinecity.com)
933 Terrace Street
Muskegon, MI 49440

VII. INQUIRIES

Any inquiries regarding this Request for Proposals or the desired project generally, including site walkthroughs, must be submitted in writing via email. All such written inquiries must be submitted by 5:00pm on July 5th, no further inquiries will be accepted after this date and time. Inquiries should be submitted to:

Jake Eckholm
Economic Development Director
City of Muskegon, Michigan
Jake.Eckholm@shorelinecity.com

VIII. SELECTION PROCEDURE AND TIMELINE

After the submission deadline, responses to this RFP will be reviewed by city staff. Those shortlisted for further consideration will be invited to answer any requests for additional information or clarification of their submittal. A preferred developer will then be selected and recommended to the City Commission. Pending approval, all respondents will be notified of the outcome of the selection process. From this point the preferred developer will be asked to enter negotiations for more specific terms and obligations on behalf of both parties, the developer and the City. Upon successfully completion of these terms, the City and the developer will enter into a binding Development Agreement following final review and approval by the City Commission of the City of Muskegon.

The following is a preliminary schedule and general timeframe for the RFP response and selection process. Any and all of these dates are subject to change at the discretion of the City.

6/11/2019: RFP Issued

7/5/2019: Inquiries on RFP due by 5:00pm

7/12/2019: Responses to RFP due by 5:00pm

7/22/2019: Preferred Developer recommended to City Commission

7/23/2019: Negotiations between Preferred Developer and the City

8/13/2019: Development Agreement presented to City Commission for final approval

IX. EXHIBITS

A. Existing External Condition

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: June 6, 2019

RE: Administrative Vehicle Leases

SUMMARY OF REQUEST:
Staff is seeking approval to lease two GMC Acadia sport utility vehicles from Betten Baker Muskegon.

FINANCIAL IMPACT:
$18,922 per vehicle.

BUDGET ACTION REQUIRED:
None at this time.

STAFF RECOMMENDATION:
To authorize staff to execute the leases consistent with the attached term sheet.

COMMITTEE RECOMMENDATION:

2019 ACADIA AWD SLT-1 GENERAL MOTORS LLC
GB8 EBONY TWILIGHT METALLIC /V6G
H0Y JET BLACK RENAISSANCE CENTER
ORDER NO. WTXKG3/TRE STOCK NO. DETROIT MI 48243-1114
VIN 1GK KNUL S8 KZ256159 VEHICLE INVOICE 50D80914950
**********7238******48*08163S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
TNL26 ACADIA AWD SLT-1	41100.00	39127.20	INVOICE 04/12/19
FE9 50-STATE EMISSIONS	N/C	N/C	SHIPPED 04/12/19
GB8 EBONY TWILIGHT METALLIC	495.00	450.45	EXP I/T 04/16/19
LGX ENGINE, 3.6L V6, SIDI, DOHC, VVT	N/C	N/C	INT COM 04/16/19
			PRC EFF 04/11/19
M7U TRANSMISSION, 6-SPD AUTOMATIC	N/C	N/C	KEYS XXXXX XXXXX
V92 TRAILERING PACKAGE WITH HITCH GUIDANCE	650.00	591.50	WFP-S QTR OPT-1
			BANK: GM FINANCIA
			CHG-TO 08-163
			SHIP WT: 4216
			HP: 33.5
			GVWR: 6001
			GAWR.FT: 2976
			GAWR.RR: 3406
			EMPLOY: 40057.38
			SUPPLR: 41664.15
			NTR: 1/2
			DAN: AWSL1
			EMPINC: 2363.04
			SUPINC: 756.28

TOTAL MODEL & OPTIONS	42245.00	40169.15	ACT 237 40096.80
DESTINATION CHARGE	1195.00	1195.00	H/B 261 1267.35
DEALER IMR CONTRIBUTION		211.23	ADV 261 211.23
TOTAL	43440.00	41575.38	PAY 310 41575.38

MEMO: TOTAL LESS HOLDBACK AND
APPROX WHOLESALE FINANCE CREDIT 39609.33

****

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

****

SHEPHERD'S CHEVROLET BUICK GMC

For:	Guest	By:	Heath Dutton Betten Baker Chevrolet Cadillac GMC 2474 Henry St Muskegon, MI 49441 (231) 755-3711

Date: June 5, 2019 04:51 pm

Vehicle: New 2019 GMC Acadia Awd 4dr Wgn SLT1 AT

Odometer: 0

$386.73/month for 36 months

Summary	
Monthly Payment with Tax:	$386.73
Term:	36 months
Annual Miles:	10000
Excess Mileage Charge:	$0.25
MSRP/CRV:	$43440.00
Residual %:	59.0%
Residual Value:	$25629.60
Lease Buyout:	$25629.60

Due In Advance		
First Payment:	+	$386.73
Cash Down:	+	$3870.03
Rebate:	+	$4000.00
Cap Reduction Tax:	+	$486.24
DMV Fees:	+	$47.00
Documentation Fee:	+	$210.00
Due at Signing:	=	$9000.00
Rebate:	-	$4000.00
Total Credit:	=	$4000.00
Cash Due:	=	$5000.00

This is an initial customer summary. The figures presented are based on estimates. Rates subject to credit approval.

Customer _____ Date _____ Dealership _____ Date _____

Reference: W30939561

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: June 6, 2019

RE: Youth Hockey Director

SUMMARY OF REQUEST:
Staff is seeking approval of the attached agreement with Bill Zalba to serve as the Youth Hockey Director at the LC Walker Arena.

FINANCIAL IMPACT:
None at this time.

BUDGET ACTION REQUIRED:
None at this time.

STAFF RECOMMENDATION:
To authorize staff to execute the agreement.

COMMITTEE RECOMMENDATION:

CITY OF MUSKEGON
LC Walker Arena Youth Hockey Program Director

This is a Contract, effective June 1, 2019, made between the **City of Muskegon**, 933 Terrace Street, Muskegon, Michigan 49440 ("City") and **Bill Zalba**, 1205 Cornell Road, Muskegon, Michigan 49441 ("Youth Hockey Program Director".

Purpose:

This Contract is drawn to employ the services of the Hockey Director to lead the development and implementation of youth hockey activities at the LC walker Arena and partner facilities. The Hockey Director will work to develop the appropriate skills and attitudes among youth hockey players and coaches by providing quality training and skill development for both youth hockey players and coaches. The Youth Hockey Program Director shall work with players and coaches, providing off and on ice supervision and management of all related hockey programs.

Primary Duties:

- Be present at the arena a minimum of 800 hours per year.
- Communicate long-term vision and objectives for youth hockey (travel, house, and recreational leagues).
- Communicate annual plan (toward achieving goals and objectives above).
- Respond to public inquiries about the hockey programming at the LC walker Arena and partner facilities.
- Effectively, respectfully, and promptly communicate with coaches, staff, players, parents, fans, media, and community members.
- Conduct pre-season parent meetings to discuss policies and goals of the programing.
- Provide on-site supervision of hockey programming throughout the hockey season.
- Facilitate and participate in the coach selection process; provide mid-season and end-of-season evaluation of coaching staff.
- Facilitate and participate in team selection and process (tryouts)
- Facilitate and participate in coach development
- Monitor, facilitate and participate in player development
- Run skills/skating clinics during the regular season and off-season.
- Ensure that LC Walker Arena and partner facilities are promoting age-appropriate skill development at all levels within the hockey program.
- Assist in assignment of all ice times across all teams and levels at the LC Walker Arena and partner facilities.
- Assist in assignment of off-ice time and activities across all teams and levels at the LC Walker Arena and partner facilities.
- Facilitate and participate in appointing Coordinators for hockey programming at the LC Walker Arena and partner facilities (travel, house, and recreational levels).
- Ensure team placement for all registered players within the program.
- Be primary conduit between the hockey program, the LC Walker Arena, and partner facilities.

Education and Training Requirements

The Youth Hockey Program Director agrees to obtain the following education, training, and experience within 12 months of the commencement of this Agreement:

- USA Hockey Coaching Certification – Level 4 or higher
- 5 years playing experience at the junior, college, or professional level
- 5 years coaching experience, with at least 2 years at high school level or above
- 5 years experience with operating age-appropriate hockey skills sessions/clinics from mites through midgets.
- 2 years organizational experience (i.e. youth sports organization or business experience)
- 2 years presence within the Muskegon area hockey community.

Youth Hockey Program Director Fee

For its services, The Youth Hockey Program Director shall be paid at a fixed rate of $2,100 per month.

Term.

The term of this Contract shall commence on the effective date and shall terminate on April 30, 2022.

Insurance.

Youth Hockey Program Director shall obtain insurances required by the City in at least the coverage amounts set forth below. In all the following coverages except workers compensation insurance, the City shall be named as additional insureds or loss payees, and each policy shall carry the commitment by the company that no cancellation shall be effective against the City without thirty (30) days written notice to the City:

Comprehensive general liability insurance. Youth Hockey Program Director shall obtain a comprehensive liability insurance policy through a company licensed to do business in Michigan and acceptable to the City, carrying limits of at least $500,000, single limit.

Vehicle liability insurance. Youth Hockey Program Director shall carry vehicle liability insurance for each vehicle owned or leased by it, having liability limits of at least $500,000.

Workers compensation insurance. Youth Hockey Program Director r shall carry workers compensation insurance in the amounts required by state law.

Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that, in order to be effective, thirty (30) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

City of Muskegon
Attn: City Manager
933 Terrace Street
Muskegon, MI 49440

Assignment.

Youth Hockey Program Director may not assign this Contract. Any attempted assignment shall constitute a violation of this Contract and cause immediate termination in the City's discretion.

Termination. This Agreement may be terminated:

(1) By either party upon sixty (60) calendar days prior written notice to the other at which time Youth Hockey Program Director and City shall fully and completely perform their remaining obligations under this Agreement including, without limitation, the payment of the Youth Hockey Program Director Fee and all other fees, expenses and charges due to Youth Hockey Program Director and third parties through the date of termination of the Agreement pursuant to such notice, and the parties shall thereafter have no further obligations to each other. ; or

(2) By either party without prior notice, in the event a petition in bankruptcy is filed by or against the other party, and such petition is not dismissed within thirty (30) days of filing or either party makes an assignment for the benefit of creditors, or invokes any insolvency act; or

(3) By either party upon material breach of any term or condition of this Agreement by the other party and failure to cure such breach within thirty (30) days after written notice of such breach has been given to the breaching party.

(4) At the City's option, if youth hockey program is moved from the Arena, unless an equivalent or better hockey program is moved into the Arena.

In the event of termination of this Agreement, Youth Hockey Program Director shall at no cost to City promptly deliver to City copies of all books, records, contracts, leases, receipts for deposits, unpaid bills, and deposit accounts records pertaining to the Youth Hockey Program

Signatures on Next Page

Youth Hockey Program Director

By: _____

Name: Bill Zalba

Dated: _____, 2019

City of Muskegon

By: _____

Name: Stephen J. Gawron

Title: Mayor

Dated: _____, 2019

And

By: _____

Name: Ann Marie Meisch

Title: Clerk

Dated: _____, 2019

Date: **June 11, 2019**

To: **Honorable Mayor and City Commissioners**

From: **Ann Marie Meisch, City Clerk**

RE: **Community Relations Committee Appointment Recommendations**

SUMMARY OF REQUEST: To accept resignations and appointment as follows:

Accept the resignations of Teresa Emory from the Citizens Police Review Board and William Krick from the Housing Code Board of Appeals.

Accept the appointment of Kim Burr to the Citizen position on the Housing Code Board of Appeals.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To concur with the recommendations of the Community Relations Committee and approve the resignations and appointment.