

**City of Muskegon
City Commission Meeting
Agenda**

May 9, 2023, 5:30 pm

Muskegon City Hall

933 Terrace Street, Muskegon, MI 49440

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

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WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 9, 2023		Title: Approval of Minutes	
Submitted By: Ann Marie Meisch, MMC – City Clerk		Department: City Clerk	
Brief Summary: Approve the Minutes of the April 10, 2023 Worksession and the April 11, 2023 Regular Meeting			
Detailed Summary & Background:			
Goal/Focus Area/Action Item Addressed:			
Amount Requested: n/a		Amount Budgeted: n/a	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: To approve the minutes.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i>		Guest(s) Invited / Presenting	
Immediate Division Head	☐	Information Technology	☐
Other Division Heads	☐	Communication	☐
Legal Review	☐		
Yes		☐	
No		☐	
For City Clerk Use Only: Commission Action:			

City of Muskegon

Work Session

Minutes

April 10, 2023, 5:30 pm

Muskegon City Hall

933 Terrace Street, Muskegon, MI 49440

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

Absent: Vice Mayor Willie German, Jr.

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

1. Call to Order

Mayor Johnson called the worksession meeting to order at 5:30 p.m.

2. New Business

2.a Animal Ordinance, Chickens - Planning

Staff will be presenting on how other municipalities regulate the keeping of chickens. Many municipalities that allow chickens have a limit of four. Some municipalities require a permitting process while others do not. Some that require permits also require approval from neighbors.

The Planning Department reviewed ordinances from other cities with regard to the ability to keep chickens in the city and presented it to the Commission. Discussion took place regarding revision to our current ordinance, which only allows one chicken. Commissioners have received positive feedback from the

public when posting on their personal Facebook page about this topic. There is consensus to not allow roosters. It seems that somewhere between four and six chickens is the appropriate amount. Neighbors don't need to be asked for permission but should be notified. There will be a permit process. After the first year, they may be able to receive a permit for a longer period. There would be a need to reduce the minimum lot size as there are some lots in the city that are only 3,000 or 4,000 square feet. The City of Grand Rapids has an ordinance that looks like a good place to start. Planning staff will use this feedback to create a revision to our ordinance and present it at a future meeting for consideration.

2.b Muskegon Social Equity Program – Education Funds - Planning

A representative from “Mediation & Restorative Services” will be presenting their proposal to provide education and harm reduction services.

The MSEP fund allocated \$13,720 towards education and harm reduction in 2021 and the funds were spent on billboard advertisements and marihuana lock bags.

The MSEP fund allocated \$47,420 towards education and harm reduction in 2022 but the funds have not been spent yet. After discussions at the December 2022 work session, staff reached out to some agencies that could potentially assist in education and harm reduction programs and was impressed with the potential services that Mediation & Restorative Services could provide.

Mike Franzak, Planning Manager, spoke briefly about Mediation and Restorative Services, the organization has provided community conflict resolution services for 29 years and restorative justice services for 21 years. The funding would be used to provide community prevention and education services as well as family and youth directed services. Jackie Hallberg, Executive Director of Mediation and Restorative Services, and Sara DelaRosa, Program Manager of Exit Program - which is a prison re-entry program, spoke more about how their organization can work with and for the city to provide education and harm reduction services relative to marihuana.

2.c Marihuana Excise Tax - Planning

Staff would like to have a discussion on how to allocate this year’s marihuana excise tax revenue as it pertains to the Muskegon Social Equity Program.

Discussion took place regarding the best allocation of the dollars received from the marihuana excise tax. Part of the discussion was about the potential of

having a single point of contact at the City for all things related to marihuana and marihuana businesses. It was suggested that there could be someone that manages the social equity programs, works with marihuana businesses, and participates in other marihuana related activities. The Planning Manager will take this into consideration and see what the dedicated staff in other cities are responsible for.

There was discussion about allocating a percentage of the tax to other budget funds. Some could go to Parks & Rec, Street Fund, Public Safety, etc. Perhaps the percentage of the tax that is allocated can be redistributed. Staff will work on the budget regarding these funds and have some proposals for Commission consideration.

2.d MSEP – Expungement Clinics - Planning

Staff has received three proposals in response to the RFP for expungement clinic services.

Each of three vendors presented an overview of their proposal to provide Expungement Clinics for the city in response to an RFP. Discussion took place about which vendor or vendors to use for expungement clinics. In essence, Commissioners support the proposal from GUNNS for three clinics, would like to contribute to/partially fund the clinic for Stash Ventures, and would like to see more sponsors and revised budget from Cannas Capital and potentially contribute to/partially fund a clinic for this vendor. The Planning Department will formalize this for a future meeting for the Commission to vote on.

2.e ARPA Community Grant Program Update - Manager's Office

Staff update on the City's ARPA Community Grant Program as well as the creation of the Grant Review Committee.

On February 14th, the City Commission authorized the dedication of \$1.6M from the City's remaining allocation of American Rescue Plan Act (ARPA) federal stimulus funds for the creation of a city-sponsored ARPA Community Grant program. <https://muskegon-mi.gov/cresources/ARP-001-Grant-Application-Program-Guidelines.2.16.pdf>

An ARPA Community Grant Review Committee is to be established to review eligible applications and submit recommendations to the Commission. The Commission will review and make funding decisions at a Regular Committee Meeting.

The Review Committee is comprised of (6) members: one representative from each of the (4) City Commission Wards, the City Manager and the Director of the Community and Neighborhood Services Department. Two representative(s) from local Community Based Organizations will also be included to act in an advisory role only which will include the United Way of the Lakeshore and Community Foundation for Muskegon County.

Pete Wills, Strategic Initiative Director, provided an update on ARPA Allocations. 60 applications were received for a total ask of 7.9 million dollars of the 1.6 million dollar allocation. 31 applications were from non profit organizations. Four applications were from Neighborhood Associations, 19 applications were from Small Businesses. Applications will be reviewed by the committee (manager, CNS Director, one member of the public from each of four wards - United Way and Community Foundation will act in an advisory capacity). It is expected that the committee to be able to review the applications by mid-May. Staff worked with organizations to ensure everyone that wanted to could apply.

2.f Parkland Marina Development Purchase Agreement Amendment - Manager's Office

Staff has worked with Parkland Properties to update the current purchase agreement for the Parkland Marina Development. This update was made following feedback from Commissioners. This is only for discussion during the work session with possible inclusion for approval on the April 25th agenda.

Jonathan Seyferth, City Manager, presented amendments to the Third Street Pier Development Agreement. John Rooks, owner and developer, answered questions from the commission about the project, mostly as it relates to public access. This item will be on the agenda at a later meeting for consideration.

3. Public Comment

Public comment was received.

4. Adjournment

The Work Session meeting adjourned at 8:32 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

City of Muskegon
City Commission Meeting
Minutes

April 11, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

Present: Mayor Ken Johnson
Commissioner Rachel Gorman
Commissioner Rebecca St.Clair
Vice Mayor Willie German, Jr.
Commissioner Michael Ramsey
Commissioner Teresa Emory

Absent: Commissioner Eric Hood

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

1. Call To Order

The Regular Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m. on Tuesday, April 11, 2023.

2. Prayer

Pastor Jeremy Lenertz, First Wesleyan Church, opened the meeting with prayer.

3. Pledge of Allegiance

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

4. Roll Call

As recorded above

5. Honors, Awards, and Presentations

6. Public Comment on Agenda Items

Public comments were received.

7. Consent Agenda

Action No. 2023-50

Motion by: Commissioner Ramsey

Second by: Vice Mayor German

To accept the consent agenda as presented, minus item 7B.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

7.a Approval of Minutes - City Clerk

To approve the minutes of the March 13, 2023 Worksession and March 14, 2023 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

7.c Amendments to the zoning ordinance, marihuana processing - Planning - 2ND READING REQUIRED

Staff initiated request to amend the B-2, B-4, I-1, I-2 and MC sections of the zoning ordinance to allow marihuana processing facilities without extraction methods classified as hazardous under the Michigan Building Code as a special use permitted. The Planning Commission recommended approval of the amendments by a 7-0 vote at their March 16, 2023 meeting.

STAFF RECOMMENDATION: To approve the request to amend the B-2, B-4, I-1, I-2 and MC sections of the zoning ordinance to allow marihuana processing facilities without extraction methods classified as hazardous under the Michigan Building Code as a special use permitted.

7.d Rezoning a portion of 560 Mart St - Planning - 2ND READING REQUIRED

Request to rezone a portion of the property at 560 Mart St from B-2, Convenience & Comparison Business to WM-Waterfront Marine, by West

MI Dock & Market. The Planning Commission recommended approval of the rezoning by a 7-0 vote at their March 16 meeting.

STAFF RECOMMENDATION: To approve the request to rezone a portion of 560 Mart St from B-2 to Waterfront Marine.

7.e Rezoning of 1163 Terrace St - Planning - 2ND READING REQUIRED

Request to rezone the property at 1163 Terrace St from R-3 Residence to B-2, Convenience & Comparison Business, by Ryan Burns. The Planning Commission recommended approval of the rezoning by a 7-0 vote at their March 16 meeting.

STAFF RECOMMENDATION: To approve the rezoning of 1163 Terrace St from R-3 to B-2.

7.f Deficit Elimination Plan - Brownfield Redevelopment Authorities - Finance

To approve the Deficit Elimination plan and resolution for the Brownfield Redevelopment Authority (combined) and direct staff to submit plan to the State of Michigan.

At June 30, 2022 the Brownfield Redevelopment Authority (combined) had a \$64,211.00 deficit. Act 275 of Public Acts of 1980 requires the City to formulate a deficit elimination plan and submit it to the Michigan Department of Treasury. The deficit elimination plan and resolution for the Brown Field Redevelopment are attached.

The State wanted more clarification on the deficit with a different layout, plus I extended the plan one more year.

STAFF RECOMMENDATION: To approve the deficit elimination resolution for the Brownfield Redevelopment.

7.g Emergency Management Resolution - Pubic Safety

We are asking for resolution to the Emergency Management Resolution as there are name/job updates. The City of Muskegon is incorporated into the Muskegon County Emergency Management Program. By being part of the county Emergency Management Program, the City of Muskegon and the County of Muskegon have certain responsibilities to each other. This Support Emergency Operations Plan was developed to identify the responsibilities between the City of Muskegon and the County of Muskegon in regards to pre-disaster emergency management activities.

STAFF RECOMMENDATION: To approve and the appropriate department heads, city mayor and city clerk to sign the 2023 Emergency Management Resolution as is with the updated names and jobs titles.

7.h Sale of 740 Leonard Avenue - City Manager

Staff is requesting approval of a purchase agreement for 740 Leonard Avenue. 740 Leonard Avenue was constructed through the agreement with Rudy Briggs to construct infill housing with ARPA funding. The offer is for full asking price with no seller concessions. Please note that the offer is contingent on the sale of the buyer's current residence. 740 Leonard will remain on the market until the contingency is removed.

STAFF RECOMMENDATION: To approve the purchase agreement for 740 Leonard Avenue.

7.b Opioid Settlement, Round 2 - City Manager

This is the second round of Opioid settlement dollars the City will be receiving. This settlement agreement is with Teva, Allergan, CVS, and Walgreens. Participation in the settlement agreement removes the City's right to take individual legal action against any of the participating companies.

There are several legal actions taken against pharmaceutical companies and retailers (pharmacies) which had a large role in creating the opioid crisis.

The State of Michigan is participating in settlements with Teva, Allergan, CVS, and Walmart. Because the state is participating, local units have the option to participate as well and we have until Tuesday, April 18 to opt in. If we opt in we will receive a portion of the state's settlement dollars related to this action. We do not have exact estimates of dollars the City will receive related to this settlement round.

A few items to note:

- Settlement dollars can only be used for specific opioid related uses (an attachment follows the settlement documents with those approved uses – mostly related to treatment and services for those suffering from opioid addiction)
- Participation takes away the City's ability to take legal action against the participating companies

STAFF RECOMMENDATION: To approve participation in the national opioid settlement as presented by the State of Michigan with Teva,

Allergan, CVS, and Walgreens and authorize the City Manager to sign all related documents.

Action No. 2023-51

Motion by: Commissioner St.Clair

Second by: Commissioner Ramsey

To approve participation in the national opioid settlement as presented by the State of Michigan with Teva, Allergan, CVS, and Walgreens and authorize the City Manager to sign all related documents.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

8. Public Hearings

9. Unfinished Business

10. New Business

10.a Non-union employee insurance premiums - City Manager

Traditionally (and per all 5 union contracts) employees paid 10% of their health benefits (after 2017 this included three components Health Insurance, Co-insurance and Deductibles). At some point an error in the calculation occurred and employees began paying more than 10%. The unions brought this to our attention in early 2023 and the insurance contributions have been corrected for the unions (as it's a negotiated benefit we cannot divert from this percent). Now the Commission needs to decide how to handle non-union employees' contributions which traditionally have been the same as union employees.

Starting in 2017 the City began using three different factors to determine employee contributions to their insurance premiums (a percent of actual monthly premiums and a percent of City Paid Benefits (co-insurance & deductibles)). Prior to 2017 just insurance premiums were used as a factor. This change was made because of cost increases in co-insurance and deductibles.

Sometime after 2017 a calculation error occurred and employee's contributions increased above the 10% level. Technically, this is ok for non-union employees as the Commission can set the non-union insurance contributions at any rate it desires. However, traditionally, the insurance contributions have been the same across all employee classes. Staff is recommending that non-union employees be brought into line with union employees and contribute 10% toward the total cost of their health insurance (including co-insurance & deductibles). For the balance of the current plan year, this will cost the City about an additional \$12,000 in health benefit costs (this is union and non-union employees). For future years, we'll budget correctly for the adjustment.

Another consideration this brings up, does the City refund to non-union employees' overpayments of health insurance contributions for the same time period as we were required to do for union employees? (Going back to Jan. 1, 2020.) We do not have an exact number on what this overpayment back to employees would be, but in general would be at most \$3,100 for the three years of overpayments per employee. This would be for a family plan; single and double refunds would be less. The reason we don't have a hard number on this is because the finance department has to go employee by employee to calculate the individual overpayments.

STAFF RECOMMENDATION: To change non-union staff contributions for insurance to 10% inclusive of actual health care premiums and City Paid Benefits of co-insurance and deductibles.

Action No. 2023-52 (A)

Motion by: Commissioner St.Clair

Second by: Commissioner Ramsey

To change non-union staff contributions for insurance to 10% inclusive of actual health care premiums and City Paid Benefits of co-insurance and deductibles.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

10.b Climate Action - City Manager

A Climate Action resolution to drive City policy on this topic.

Earlier this year the Commission asked staff to draft a Climate Action resolution that would direct City staff and departments regarding climate change. This resolution sets out broad guidelines for staff to operate under to impact the City's (municipal corporation's) carbon footprint with the objective of becoming carbon neutral by 2040.

STAFF RECOMMENDATION: To approve the City of Muskegon's Climate Action Resolution with the objective of measuring and reducing the City's carbon footprint and authorize the Mayor and Clerk to sign.

Action No. 2023-52(B)

Motion by: Commissioner Ramsey

Second by: Commissioner Emory

To approve the City of Muskegon's Climate Action Resolution with the objective of measuring and reducing the City's carbon footprint and authorize the Mayor and Clerk to sign.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

10.c Amendment to the zoning ordinance, carriage house requirements - Planning - 2ND READING REQUIRED

Staff initiated request to amend the form-based code section of the zoning ordinance to allow carriage houses with only a one-story minimum requirement and only a 20-foot depth requirement.

Carriage houses are currently required to be two stories and have a minimum depth of 30 feet.

The Planning Commission recommended approval of the amendments by a 6-1 vote at their March 16 meeting.

STAFF RECOMMENDATION: To approve the requested amendments to allow carriage houses with only a one-story minimum requirement and only a 20-foot depth requirement

Action No. 2023-52(C)

Motion by: Commissioner Ramsey

Second by: Commissioner St.Clair

To approve the requested amendments to allow carriage houses with only a one-story minimum requirement and only a 20-foot depth requirement.

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

Nays: (1): Vice Mayor German

Absent (1): Commissioner Hood

MOTION PASSES (5 to 1)

11. Any Other Business

11.a City Manager Comments

City Manager, Jonathan Seyferth, explained that the podium was in the center of the meeting room on a trial basis. Manager Seyferth also informed the Commission that he and City Clerk, Ann Meisch, would be representing the city in attending the funeral of Dennis Stepke, former City Manager for the City of North Muskegon.

11.b Public Safety Director Update

Chief Kozal provided an update on the investigation of a recent shooting resulting in the tragic loss of life in the city. He went on to inform the Commission of the efforts the department is taking to try to reduce gun violence.

12. Public Comment on Non-Agenda items

- 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.)

Public comments were received.

13. Closed Session

13.a Pending Litigation

Action No. 2023-53

Motion by: Commissioner St.Clair

Second by: Vice Mayor German

To go in to closed session to consult with our attorneys regarding settlement strategy in connection with Loretta Lyons versus Muskegon Police Department Officers Richard McCabe, James Gust, Tony Fountain, and Doug Conrad, United States District Court Western District of Michigan, Case number 22-CV-0167 because an open meeting would have a detrimental financial effect on the settlement position of the City of Muskegon and defendants.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

Action No. 2023-53

Motion by: Commissioner St.Clair

Second by: Commissioner Emory

To return to open session.

MOTION PASSES

Action No. 2023-53

Motion by: Commissioner Ramsey

Second by: Commissioner Emory

To follow the advice from counsel regarding settlement of Lyons v. McCabe, et al. lawsuit pending in Federal Court in the Western District of Michigan.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

14. Adjournment

The City Commission meeting adjourned at 7:35 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 9, 2023 (presented at the May 8 work session)		Title: Muskegon Lighthouses Ownership
Submitted By: Dave Alexander		Department: Development Services
Brief Summary: Staff has researched the process of transferring the two Muskegon lighthouses from the Michigan Lighthouse Conservancy to the City of Muskegon, the first phase of the south break wall lighthouse restoration and future city stewardship responsibilities and liabilities. Staff seeks City Commission support to pursue ownership of the lighthouses.		
Detailed Summary & Background: Staff was at the March 2023 work session outlining the request of the Michigan Lighthouse Conservancy for the city to take over the ownership and stewardship of the two lighthouses in the Muskegon Harbor at Pere Marquette Park. Staff research and work with the MLC shows a Federal Lighthouse Preservation Act application to the National Park Service and a new 25-year lease with the U.S. Army Corps of Engineers would be needed. Federal approvals could take up to a year to secure. In the meantime, staff is working with the MLC leadership to begin the restoration of the south break wall lighthouse as transfer of ownership is pursued. Staff estimates that the annual maintenance of the two lighthouses would average \$10,000 based upon other municipal lighthouse stewardships. Staff is exploring private, philanthropic revenue options including public donations through Pere Marquette parking kiosks and a lighthouse fund with the Community Foundation for Muskegon County. The community would need to develop a Friends of the Lighthouses support group to assist with future lighthouse tours, programming, gift shop and fundraising. The city has a 10 percent administrative fee (\$80,000) in a \$800,000 state lighthouse restoration grant to cover costs of the lighthouses transfer of ownership.		
Goal/Focus Area/Action Item Addressed: Goal 1. Quality of Life ... investing in traits that positively affect residents' quality of life and attract visitors. Goal 4. Finances ... Action item 4.2 ... take advantage of external financial resources.		
Amount Requested: Remainder of funds would be privately raised	Amount Budgeted: \$800,000 (first \$400,000 received) in a MEDC lighthouse restoration grant	
Fund(s) or Account(s):	Fund(s) or Account(s):	
Recommended Motion: I move to formally endorse the South Breakwater Light Acquisition Project due diligence process, and to direct staff to return to the City Commission for final approval of purchase.		
Approvals:		Guest(s) Invited / Presenting

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

NATIONAL HISTORIC LIGHTHOUSE PRESERVATION ACT

APPLICATION TO OBTAIN HISTORIC LIGHT STATION PROPERTY



Muskegon South Breakwater & Pierhead Lights 2008

Name of Applicant Agency: Michigan Lighthouse Conservancy

Name of Representative: Jeff Shook, President

Application Date: December 23, 2008

Revised: April 24, 2009

Name of Prospective Transferee:

Michigan Lighthouse Conservancy

PO Box 973

Fenton, MI 49430

www.michiganlights.com

Physical Address (next-day shipments):

NLB Corporation

29830 Beck Rd.

Wixom, MI 48393

Daytime Telephone Number: (248) 624-5555

Name of Property and GSA Control Number of Property:

Name: Muskegon South Breakwater & South Pierhead Lighthouses

GSA Control No's.: 1-X-MI-610-B & 1-X-MI-610-C

Address of Property:

The South breakwater property is located at the end of the southern Army Corps of Engineers breakwater at the entrance to the channel leading to Lake Muskegon from Lake Michigan in the City of Muskegon, Muskegon County, Michigan. Approx Latitude / Longitude: +43° 13' 26.83", -86° 20' 49.60". The South Pierhead property is located at the end of the Army Corps of Engineers south pier in the harbor of the City of Muskegon, Muskegon County, Michigan. Approx Latitude / Longitude: +43° 13' 36.00", -86° 20' 29.50". The property lies within the geographic confines of the City of Muskegon, Muskegon County, Michigan. The breakwater light is accessible through the NOAA Lake Michigan Field Station or by boat and has no street address. The Pierhead light is accessible via the beach or by boat and has no street address. The nearest address is the NOAA Lake Michigan Field Station located at 1431 Beach St., Muskegon, MI. 49441.

EXECUTIVE SUMMARY:

The Michigan Lighthouse Conservancy (MLC) is an IRS registered 501(c)3 nonprofit corporation whose mission is to promote the preservation of Michigan's lighthouses and lifesaving station structures and the artifacts associated with them. MLC works to help restore lighthouse and life-saving structures and create appropriate reuses of these properties. MLC has acquired an extensive collection of historically significant lighthouse artifacts that have been preserved and are used in portable public displays. The Michigan Lighthouse Conservancy is applying for conveyance of the Muskegon South Breakwater and South Pierhead Lights under the National Historic Lighthouse Preservation Act (NHLPA) of 2000, an amendment to the National Historic Preservation Act of 1966.

Muskegon Michigan is a lakeshore community located on Michigan's western shore just about directly across Lake Michigan from Milwaukee, WI. and about one-third of the way up Michigan's lower left hand from the Indiana State line. The towering sand dunes along the eastern shores of Lake Michigan collectively represent the world's largest accumulation of sand dunes bordering a body of fresh water.

The Muskegon South Breakwater and South Pierhead lights mark the mouth of the channel connecting Lake Michigan with Muskegon Lake. The South Pierhead Light is 48 feet tall, conical in shape and was built in 1903. The South Breakwater is a five story pyramidal tower, is 63 feet tall and was built in 1931. The Pierhead Light is about 500 feet from shore and the Breakwater Light is approximately one-half mile from shore. The opening between the two breakwaters form Muskegon's arrowhead harbor. The basin enclosed by the breakwaters forms a sheltered area at the Lake Michigan end of the Muskegon Lake entrance channel. While the channel and aids to navigation have changed over time, the shipping port here has been of great importance over the many years since it was first discovered. Large ships still use the port facilities in Muskegon Lake for all kinds of goods and bulk materials, making it one of the most active ports on Lake Michigan.

While restoration work is needed for both lights in various ways, the bright red lights still guide mariner's safety to and from port. Modifications have been done to the lights over the years as needs changed and improvements required, luckily, both individual structures remain much as they were when they were built. Over time the catwalk that once graced the pier has long disappeared and the keeper's house razed, making the two lights the last remaining elements of the once busy light station.

MLC aspires to restore the Muskegon lighthouses from their current state by using grant-writing experience and other fund raising capabilities to raise the funds necessary to stabilize the structures and eventually restore them into excellent condition. The extent of deterioration and pier type access requires a multi-year restoration effort that could delay interior public access for several years.

Once the lights are stabilized, restoration underway, and certain safety conditions are met for the South Pierhead Light such as adding some sort of stairway balusters and a hole in the floor is fixed, public tours can start for this structure. We need to do more research with safety officials and the City Building Department to see what criteria need to be met for public safety. MLC plans to work with the Great Lakes Naval Memorial and Museum to train their volunteers and staff on the lighthouses so public tours for the South Pierhead Light can start. In the mean time, MLC remains committed to providing safe, limited private tours for lighthouse groups, historical societies and other interested parties under strict supervision until then. The proposed use of the South Breakwater Light at this time is to maintain it, interpret it, and keep the scientific environmental monitoring instruments in place. Public tours are not planned because of safety reasons with the ladder climbing involved and a small platform at the top. Small limited private tours could be arranged upon request for interested parties at the base of the structure.

Using MLC's extensive experience in the Michigan lighthouse community and partnerships that we have formed within the Muskegon community, MLC believes we are uniquely positioned to restore both Muskegon lighthouses as historically accurate navigational aids while providing for reasonable public use and educational experiences.

PROPERTY DESCRIPTION AND PLANNING DOCUMENTS

DESCRIPTION OF THE MUSKEGON LIGHTHOUSES AREA:

The lights are located on Lake Michigan, which is the sixth largest body of fresh water in the world and is the third largest of the Great Lakes. The lake also boasts the world's largest freshwater dunes that line the lakeshore. Both lighthouses on their western exposure are surrounded by the waters of Lake Michigan and sit atop the attendant pier structures of the US Army Corps of Engineers (COE). Both southern exposures are sandy beaches adjacent to the 27 acre City of Muskegon Pere Marquette Park. There is a concession stand and restrooms located in the park between the piers for each light. The northern exposure for the lights is the protected harbor and channel entrance into Lake Muskegon. The eastern exposure to the Pierhead light is the current US Coast Guard (USCG) and the National Oceanic and Atmospheric Administration (NOAA) Lake Michigan Field Station. Cottages and lake-view homes are in the background of the lights situated along the park road. The area could be described as a seasonal resort type area.

The surrounding Muskegon terrain varies from level plains to rolling hills and dunes. Soils are predominantly sand. The lake effect on Muskegon's climate is quite strong throughout much of the year. The prevailing westerly winds, in combination with Lake Michigan to the west, produce this lake effect. The lake effect increases cloudiness and snowfall during the fall and winter, and moderates the temperature throughout most of the year. This area seldom experiences prolonged periods of hot, humid weather in the summer or extreme cold during the winter. The prevailing wind is south-south-westerly, averaging 11 mph. Both lights are devoid of vegetation as they sit on concrete piers.

The Muskegon South Breakwater and South Pierhead Lights both sit on top of US Army Corps of Engineers pier structures. The Breakwater Light sits on a pier structure roughly 500 feet long and the Pierhead Light sits on a pier structure roughly one-half mile long. These two main lights assist other smaller lights for entering the protected Lake Michigan arrowhead harbor, which eventually runs into Muskegon Lake through a channel. The nearest buildings are the active US Coast Guard Station and the NOAA Lake Michigan Field Station.

At the shoreline of the South Pierhead Light sits a 1905 US Life-Saving Service Station (USLSS), the predecessor to today's US Coast Guard. The US Life-Saving Service and US Revenue Cutter Service merged together in 1915 to form the US Coast Guard. Later in 1939, the US Lighthouse Service merged into the Coast Guard. The 1905 USLSS structure is currently being used by NOAA who has renovated the building for their use. The NOAA Lake Michigan Field Station is the oldest NOAA owned facility. The 1905 USLSS station replaced an 1883 USLSS station across the channel from it. Its architecture is known as a Racine-Type Station. The Coast Guard has protected the Muskegon area for many years and has saved many lives. The 1905 USLSS structure was replaced in 1990 when the Coast Guard built a new facility immediately adjacent and to the south east of the USLSS and turned over the building to NOAA. The USCG facility is completely fenced off for security reasons and gated at the main entrance. Please see Figure 1.4 for a close up plot plan of the property. NOAA funded the renovations in 2004 and completed them in 2005 on the station's 100th birthday. The exterior renovations with its vinyl shingle style siding looks like the original exterior architectural appearance and NOAA kept interior modifications sensitive to period design. Besides the lighthouses, this is the only other historic building in the immediate area.

It is best to show the following graphics to illustrate where the Muskegon lights are located as well as to show their relationship to the other structures noted in the above text. Figure 1.1 shows the State of Michigan with Muskegon located on the map by a white star. Figure 1.2 shows a regional Google Earth map of Muskegon Lake and the arrowhead harbor. Figure 1.3 shows a current plot plan of the where the lighthouses are in relation to their surroundings.



Figure 1.1 - Muskegon, Michigan location

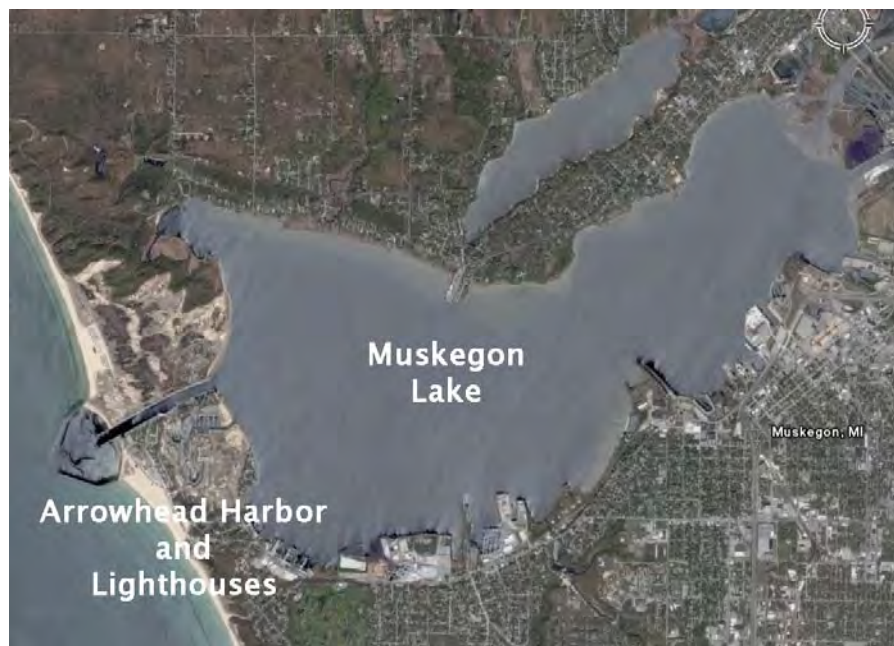


Figure 1.2 - Google Earth Map of Muskegon Lake, showing the arrowhead harbor entrance where the lighthouses are located.

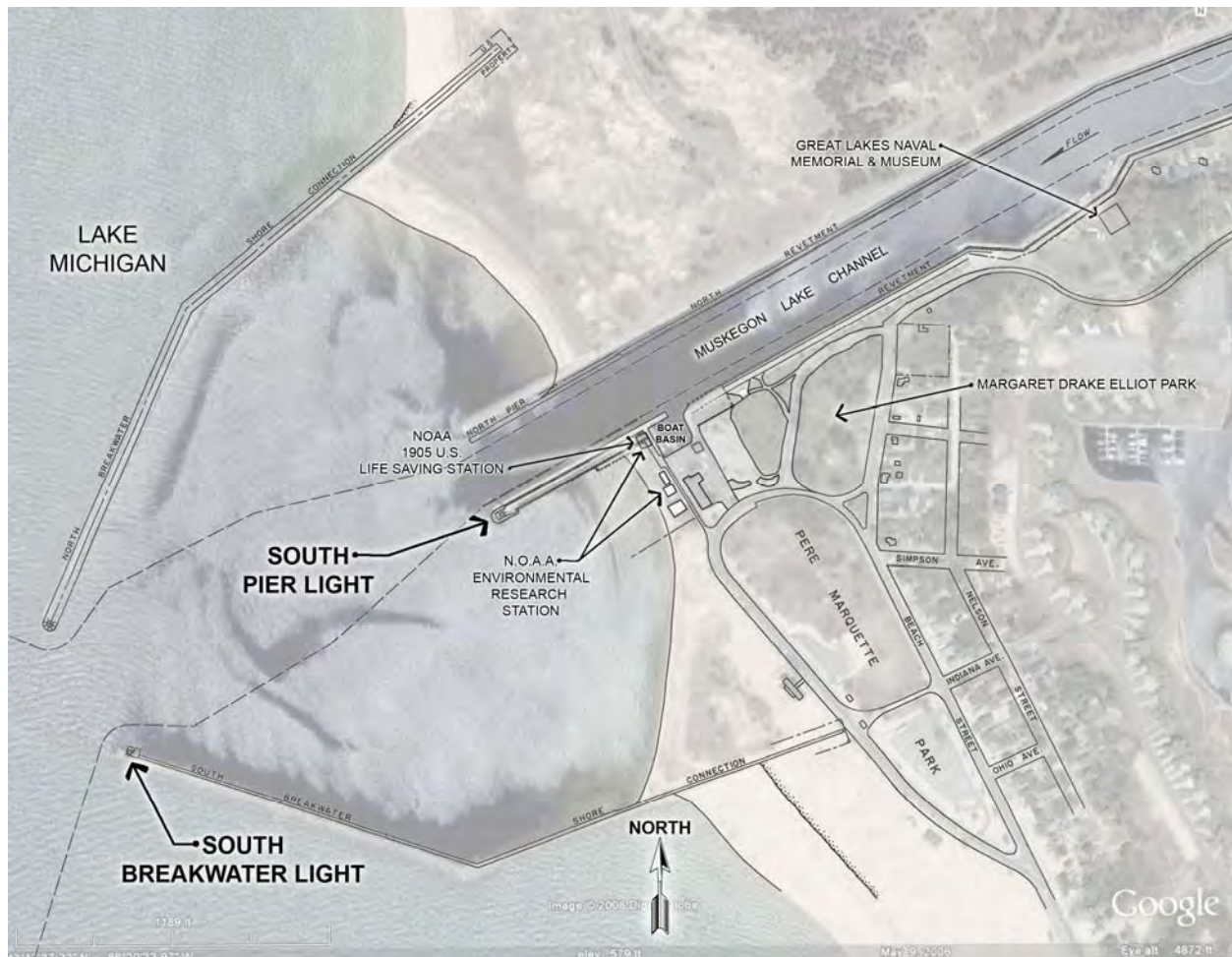


Figure 1.3 – A current plot plan of the entire arrowhead harbor area where the lighthouses are in relation to their surroundings.

A new Maritime Heritage Trail extending three-quarters of a mile along the channel with the beginning at the Great Lakes Naval Memorial and Museum (GLNMM) and ending at the South Pierhead Light can be visualized using Figure 1.3. See (Appendix 7) for a full size copy of this map. This trail goes through city parks and Federal property and is enhanced by thirty 24" x 36" full color interpretive wayside markers detailing the history of the NOAA field station, resident agencies, local maritime industries and cultural heritage. The interpretive markers installed along the Maritime Heritage Trail are a proven venue for reaching broad audiences. Most of the signage was completed in the fall of 2008, but MLC will help with enhancing future and or additional signage and interpretation. With the establishment of this new trail, visitation to the lighthouse and the GLNMM will be increased. MLC feels we will enhance the trail with our ideas and with the eventual restoration of the lighthouses.

Recreational boaters, ferry passengers and park visitors are greeted to Muskegon by the historic 1905 US Life-Saving Station and the Muskegon lighthouses, making them symbols of the community's maritime heritage. The COE piers are enjoyed by hundreds of visitors for pier fishing, ship watching and recreational walkers, which visitors gain access to the South Pierhead Light through the NOAA property. The NOAA grounds are not generally accessible to the public, but a dedicated line marked pavement easement exists to guide the public to the pier from the roadway. No public parking is allowed in the NOAA facility. The NOAA building is not accessible to the general public except by appointment. Visitors must respect the privacy and signage presented. Both NOAA and the USCG are being very generous to allow this public access to the pier and the adjacent boat basin where both NOAA and USCG boats are kept. Such areas are normally closed off to the public. In many respects the NOAA site has become an extension of the very popular Pere Marquette Park and the Maritime Heritage Trail now makes it easier using signage that people have public access to the South Pierhead Light. The Pere Marquette Park hosts more than 200,000 visitors annually.

PHYSICAL DESCRIPTION OF MUSKEGON SOUTH PIERHEAD AND BREAKWATER LIGHTHOUSES:

The South Pierhead Light was originally built as the inner light of a two-lighthouse range system operated in tandem with a partner light and fog signal farther from shore. A metal elevated catwalk about 2,000 feet long extended along the south pier from shore to these two lights, providing for safe access when environmental conditions were adverse. These range lights operated together until the 1920's when the outer light and catwalk were dismantled and the pier shortened to its present length. Since then, the South Pierhead Light has stood alone. It has been an active aid to navigation ever since its construction.

The Muskegon South Pierhead Light is located at the Muskegon Lake entrance channel at Lake Michigan, 500 feet from shore and the 1905 USLSS Station, currently owned by NOAA. In order to reach the lighthouse, you must first enter through the Pere Marquette Park, locate a parking spot in either the Pere Marquette Park, the GLNMM (at the east end of the Maritime Heritage Trail) or in Margaret Drake Elliot Park adjacent and to the east of the USCG Station and then by foot, walk along the designated sidewalk and footpath through the NOAA Lake Michigan Field Station to the South Pier. All of the sidewalks and footpaths are in good condition and sometimes blowing sand slightly covers them.

On the COE pier, there is a vertical rise of about one foot across the entire length of the pier that you must step up onto in order to access the rest of the pier to the lighthouse. The pier is level and in good physical condition based upon our own observations and is approximately 45 to 50 feet wide. Next to the boat basin the pier is entirely unprotected with railings as it is a work area. The sides of the pier after the 1905 USLSS out to the lighthouse are lined and protected on both sides with metal posts painted blue with a protective safety cable railing system to prevent people from getting too close to the perimeter of the pier and falling into the water. A service trench with a partial and broken metal conduit in it runs the rest of the length of the pier to the base of the lighthouse and into it. This service trench as far as we can tell is not being used. The trench is about eight inches wide and 10 inches deep approximately.

Once up on the pier from the step, you walk the rest of the way down the pier. Once at the base of the lighthouse, you notice the footing or foundation that the light tower sits in, which is an octagonal concrete footing that is approximately 15 feet in diameter and one foot tall. The light tower is secured to the octagonal base via numerous large bolts and nuts. The lighthouse is a 48-foot tall telescoping light tower built in 1903. As the tower extends upward each successive ring gets successively smaller, like an extending telescope. The tower and lantern are both painted red. Historical photographs and documentation reveal a white tower with a black lantern top once existed. You notice from the exterior view of the tower at this point that the construction is made up of numerous steel plates all riveted together. All adjoining successively smaller telescoping sections of each tower ring are riveted together with a double row of rivets. All rounded vertical tower sections around the circumference are also double riveted together on their seams, giving the tower a unique texture and gives evidence of its construction technique. As you look up the tower you will notice that each section gets slightly smaller than the last from the base starting at 12 ft 6 inches in diameter to the lantern gallery at 10 feet in diameter.

At the top of the tower sits the cast iron lantern room, supported by a cast iron circular parapet. The lower exterior half of the lantern is circular in design. The lantern's middle section has eight rectangular windows framed with metal mullions. The lantern room roof, vent ball and lightning rod finish off the top. The lantern room from the 1870 lighthouse was removed and transferred to the 1903 lighthouse. The lantern's gallery, which includes the deck walkway and exterior railing around the outside of the lantern, is circular and is 2 feet 6 inches wide around the entire lantern. Metal stanchions around the lantern gallery support a horizontal guardrail. The top portion of the guardrail has a diamond shaped crossed strap pattern and is approximately one foot tall on top with a single metal railing closer to the floor. This is one of the more ornate and detailed features of the lighthouse. On the western side of the lighthouse a section of railing has been removed and is presently slung with two lengths of chain for safety.

Near the top of the lighthouse on the eastern side is a 4 inch diameter smokestack that exits the tower and extend up beyond the lanterns roof. Mounted on the lantern gallery is a solar panel for the light, which is an active aid to navigation. 

Looking around the tower as you go up on each side facing North, East, South and West are 18 inch diameter port hole lights. These are at various heights up the tower to illuminate the inside with natural light. As far as we can tell, they are all still functional at this time. The windows were placed along the stairway and are just enough to help illuminate the sparse interior.

To enter the lighthouse, you must first open a ships type oval water-tight door that is 5 feet tall by 2 feet 6 inches wide approximately. This door is a replacement of the original rectangular door. At some point in time we will research the history of this change to determine if it took place during the period of significance (1903-1955). Once inside the base of the tower, the original rectangular door is present and leaning up against the tower inside.

The tower's interior is sparse as it was not meant to be lived in or used for other purposes other than maintaining the light and associated equipment inside. The floor is concrete once you step inside, the former door as noted above stands to your right and the spiral stairs are to your immediate left. To the immediate left of the door mounted on the wall is a plywood panel which holds an electrical panel for the solar powered equipment in the lantern room, owned by the USCG. The spiral stairs have a hand railing on each side of the stairs, but only very few balusters every so often. The stair treads are small and tight for single person use only, hence you would not have had multiple keepers performing multiple duties in this light at a time. The tower has some interior bracing supports that mount to the concrete floor and extend to the top lantern. The braces extend out from the tower walls approximately 8 inches and the stairway conforms to this diameter as it goes upward. There are four of these interior braces.

Once you start your climb the stairs to the lantern, the first landing you come to has a metal floor that is one half the tower's diameter. A railing is present for safety, but there are no balusters. This presents a safety concern we will need to address going forward. On the landing is a rectangular door, the same design as on the first floors original entryway door, which is now closed off. The door was the former second entrance to the lighthouse from the elevated catwalk. The catwalk was removed when the south pier was shorted in the 1920's. It appears the door is caulked shut.

Going from the first landing upward via the spiral stairway you come to the watch room through an opening in the floor. The watch room is 9 feet 5 inches in diameter approximately. Its floor covers the entire landing. A railing with no balusters is present. The floor is a solid wood tongue and groove floor and the interior walls and ceiling appear to be metal mesh and plaster. Some damage has occurred in this room over time. A portion of the floor is starting to rot. There are two port hole windows in this room. According to the National Register Application, this room held fog signal equipment from the 1920's until 1997 and the hole in the side of the tower was patched back up after it was removed. A copy of the National Register Application is included in (Appendix 1).

To gain access to the lantern room from the watch room, you climb up a steel double rung ladder through a hatch that must be opened and secured to the interior wall. Once inside the lantern room, a hatch in the lantern parapet allows access to the exterior lantern gallery. A metal pedestal supports a modern 300 mm acrylic optic owned by the USCG. The ventilation hole for the lantern's original oil lamp is still present in the ceiling. The US Coast Guard battery box is present on the floor of the tower.

The pier beneath the lighthouse is the property of the US Army Corps of Engineers and is not included in the NLHPA conveyance. See photo section in (Appendix 3) for all relevant photos for this section.

PUBLIC ACCESS PATH:

The following Figure 1.4 shows a detailed drawing of the access area to the South Pierhead Light from the adjacent parking areas of the Margaret Drake Elliot Park and the Pere Marquette Park's public parking areas, both of which are within easy walking distance to either lighthouse. See (Appendix 7) for a full size copy of this map. The red arrowed line indicates the path to be followed to gain access through the NOAA property to the South Pierhead Light. The principle access road for the area is Beach Street.

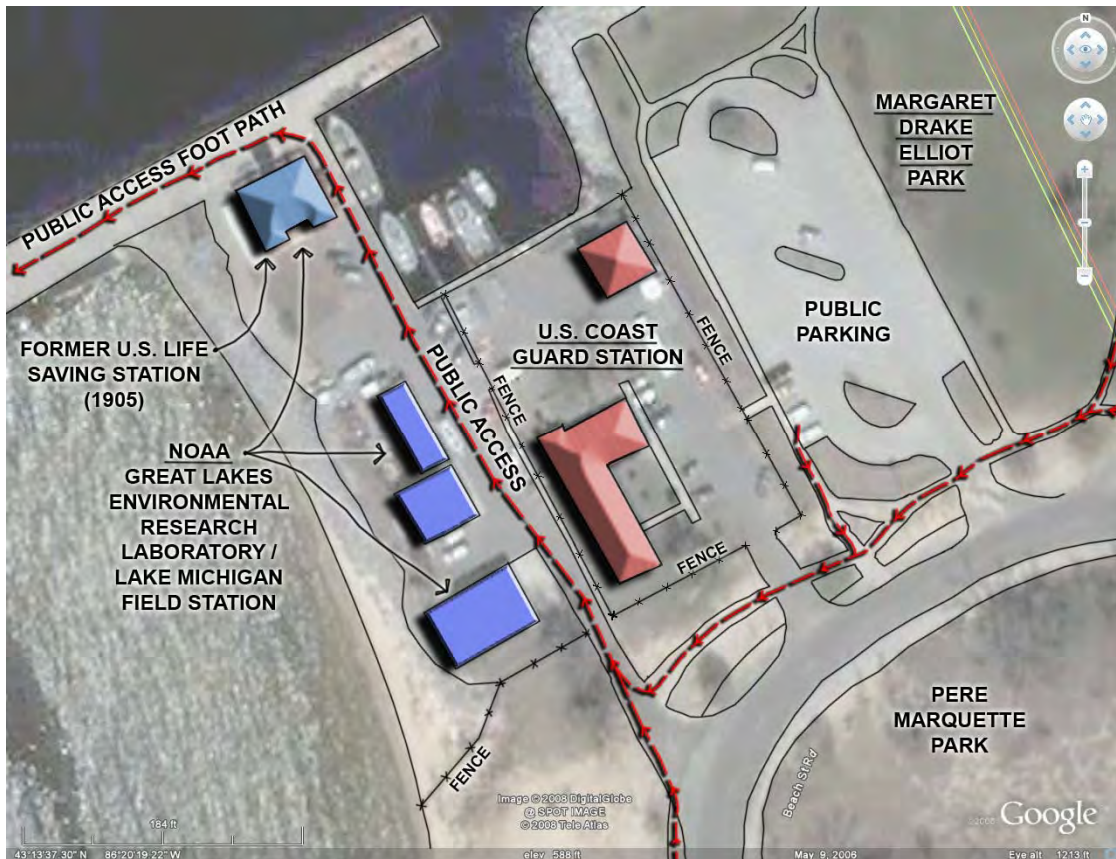


Figure 1.4 Showing a close up access plan to the South Pierhead Light from the adjacent parking areas following the red arrow footpath.

DESCRIPTION OF SOUTH BREAKWATER LIGHTHOUSE:

The Muskegon South Breakwater Light is located at the Lake Michigan entrance side to the Lake Muskegon Channel at the end of the southern arrowhead pier approximately one-half mile from shore. The lighthouse is a 63-foot tall pyramidal light tower was built in 1931 on the south side at the outer end of the arrowhead pier for the outer light of a range light system. The rectangular base of the tower is 10 feet tall and is the first story entrance and the 53-foot tall pyramidal tower stands on top of the rectangular first story. The top of the tower does not have a typical classical lantern room and is more of a blunt flat top that once held a large buoy style light that capped the tower, which has long since been removed. The current optic is a red LED aid to navigation. The tower and base are both painted red.

The tower gradually tapers upward from the rectangular base to a small platform at the top of the tower. On top of the rectangular base is what appears to be a cap or work platform that is capped with concrete. A solar panel sits near the tower to power the light. The tower is steel plated and is riveted together. All the seams on the tower are double riveted and the angle braces are all single riveted. The rectangular base is all bolted together for all the plates and angles. The base inside is concrete and it appears that the bottom section is bolted to the concrete base with four rows high of bolts around the entire base. The whole structure is very simple, yet very well constructed to withstand the abuse of waves and ice that form on the outer breakwall during the winter months.

Parking is necessary to access the lighthouse. Parking is available at the Pere Marquette Park, locate a parking spot in either the Pere Marquette Park, the GLNMM (at the east end of the Maritime Heritage Trail) or in Margaret Drake Elliot Park adjacent and to the east of the USCG Station. By foot, cross Pere Marquette Park, and walk along the designated sidewalk and footpath to the South Breakwater Pier. All of the sidewalks and footpaths are in good condition and sometimes blowing sand slightly covers them. For a short distance, the pier is lined with metal posts and protective safety cable railings. The rest is an open-sided pier with large rip rap on each side and no safety railings. The piers surface is mostly even and flat and in good condition, but is much narrower than the South Pierhead Light, at approximately 8 to 10 feet wide. Large gaps between the pier and the rip rap are present.

Once at the base of the lighthouse, you notice that the light tower appears to sit directly on the pier and is sheathed in metal. In order to gain access to the lighthouse, you must climb a 3 foot high concrete base with metal rungs cast into the concrete. Once inside, you realize this is the concrete base to the lighthouse with concrete walls and ceiling and is technically its foundation. The base of the lighthouse is a concrete rectangular foundation measuring 26 feet 5 inches wide by 10 feet wide by 3 feet tall. On the east side is an elevated concrete landing that is 3 feet tall by 6 foot long by 10 feet wide. This landing holds two built-in steel ladder rungs in both the north and south ends to gain access to the platform where you enter the lighthouse through a door. A solar panel graces the roof of the first story on its exterior. Some round port-hole type windows exist at various points. Looking up the tower you will notice that each tower section gently tapers down smaller the higher you go. The bottom is 19 ft 6 inches long east to west and 9 feet wide north and south.

Once inside the rectangular base first floor, the only equipment present is a set of batteries for the US Coast Guard light and fog signal equipment located in the top of the tower. The entire first floor interior is a formed concrete shell, unpainted. To enter the lighthouse, you must first open a ships oval water-tight door that is 5 feet tall by 2 feet 6 inches wide approximately. This door is a replacement of the original rectangular door. At some point in time we will research the history of this change to determine if it took place during the period of significance (1903-1955). It matches the Pierhead Lights door. To access the upper floors, you must climb a single rung steel ladder. This ladder is typical of all upper floors. There are no trap doors present all the way up. You notice all the way up the interior numerous corrosion type repairs, welds and painting that have taken place over the years.

On the second story, there is a door that leads out onto the roof of the rectangular base. This doorway has since been closed off and is non-functional. In front of this doorway is the electrical panel for the light which is secured to this wall and non-functioning door.

Starting in the rectangular base first floor, you must climb a total of four landings total to reach the top of the structure. Once at the top of the light, you must gain access to a small platform on one side of the light through a set of double rectangular doors where you access another ladder to reach the top platform. This top metal platform has pipe railings which encircle the entire top of the structure. The top platform gives you access to the aids to navigation which include an LED light optic and fog signal equipment. The focal plain of the acrylic optic is 70 feet above lake level. This platform has seen numerous changes over time, evident by the various mounting brackets present and holes in the platforms deck.

All of the current windows are plexi-glass and caulked in with what appears to be silicone in the pyramidal tower section. The rectangular base appears to have both plexi-glass and at least one port hole type light. Further research is needed in order to identify what existed previously in these locations.

The tower's interior is very sparse, just like the Pierhead Light. The floor and landings are all concrete, unpainted. The structure was not meant to be a manned or occupied, hence no other comforts for people. It was meant to hold and shelter equipment, and keep the light at the correct focal plane. Reading the National Register application, this light has probably seen more modifications to it than the Pierhead Light, but the structural character is largely unchanged. A copy of the National Register Application is included in (Appendix 2).

The pier beneath the lighthouse is the property of the US Army Corps of Engineers and is not included in the NLHPA conveyance. See photo section in (Appendix 4) for all relevant photos for this section.

HISTORY:

Lake Michigan is the sixth largest body of fresh water in the world and is the third largest of the Great Lakes. The lake also boasts the world's largest freshwater dunes that line the lakeshore. The Muskegon area was inhabited by various bands of the Ottawa and Pottawatomi tribes. The Ottawa Indians lived in the vicinity of Muskegon during the 1730's and 1740's until induced by the French to move their settlement. The name "Muskegon" is derived from the Ottawa Indian term 'Masquigon' meaning "marshy river or swamp." The "Masquigon" river is identified on French maps dating from the late seventeenth century, suggesting French explorers had reached the western coast of Michigan by that time.

No one knows for certain when the first Frenchman visited the Muskegon area, but Father Jacques Marquette traveled northward through this area on his fateful trip to St. Ignace in 1675 and a party of French soldiers under La Salle's lieutenant, Henry de Tonty, passed through this area in 1679. Hence the name for the City of Muskegon's Pere Marquette Park. The earliest known resident of the county was a fur trader and trapper who visited the Muskegon area in 1748. Between 1810 and 1820, several French Canadian fur traders had established posts around Muskegon Lake. Settlement of Muskegon began in earnest in 1837 when Muskegon Township was organized as a subdivision of Ottawa County and the first sawmill began operating here. The lumber trade did not boom until after the Civil War.

An original name for this location at the mouth of Lake Muskegon was Port Sherman named by M.S. Burdge, who settled in the district in 1852 and by Samuel A. Brown, who named it as such during the Civil War days when General Sherman was making his historic march to the sea. About 500 Indians inhabited the area near the mouth of the river in the 1850's. Apparently the need for a lighthouse was established early on, because in 1851 a lighthouse was established here. Little is known about this first lighthouse. By 1860 there were 13 mills operating in Muskegon and this area later became known as the "Lumber Queen of the World" by the 1880's.

The need for improvement was great and the local citizens took action in 1863 when the Muskegon Harbor Company was organized and they straightened the channel from Lake Michigan to Muskegon Lake by putting in slab piers. The north pier was 1,150 feet long and the south pier was 2,070 feet long. Early Muskegon was surrounded by lush hardwood forests and had direct access from Lake Muskegon into Lake Michigan, making it a natural port.

By 1867 more harbor improvements were needed and discussed. In 1870 a land based lighthouse was built along with a new Pierhead light in 1871, an elevated catwalk connected it to shore. The land based light consisted of a one and a half story wood framed dwelling with a short square tower on the front side of the structure which rises above its gabled roof capped with a black lantern room. See photo in (Appendix 5). This lighthouse worked in conjunction with the Pierhead light to form a range into the harbor. A photo (Appendix 5) shows the range lights and fog signal light at the outer end of the pier. The channel was a challenge to maintain because of silting and larger ships were being built which required a wider and deeper channel into the late 1800s. The original piers were gradually extended further and further out into Lake Michigan. Muskegon was proving to be a valuable port and prosperous one.

By September 15, 1899, a new light and fog signal were ordered for the south pier. With the piers jutting so far out into the lake, improved navigational aids were needed so mariners could better identify the entrance to the channel. The Lighthouse Board gave notice that the red lantern light heretofore exhibited from the outer end of the elevated conduit (we assume this means some sort of protective piping system since it specifically mentions an elevated catwalk replaced this conduit) would be shown at a height of 33 feet above the Lake level, from an octagonal lantern on the gable end of the fog signal building recently erected on the outer end of the south pier. On the same date a 10-inch steam whistle would be established in the fog signal house, and during thick or foggy weather the signal would sound blasts of five second

duration separated by silent intervals of ten and forty seconds. On or about September 12, 1899, the fog bell located at Muskegon Pierhead was discontinued.

This elevated conduit ran 764 feet and was replaced by an elevated conduit running 720 feet long, 10 feet high. Twenty feet of walk was at 9 feet high passed through the open framework of the rear range tower and connected it with the old walk, making 740 running feet in all. The fog signal building was a frame structure 20 by 40 feet, placed on a timber superstructure.

In 1901, it was determined that the 4th Order lens on the keepers dwelling should be discontinued and it was to be re-established near the inner end of the south pier in a metal structure. The red 6th Order lens on the pier would be discontinued. Detailed plans were drawn and in 1903, the present cast iron lighthouse was built. The entire lantern room from the 1870 lighthouse was removed and placed upon the new metal tower. The tower was painted white and an elevated catwalk connected it to the light and fog signal at the end of the pier. Along with this change we assume must have come a new keepers dwelling as well. Please see photos of the dwelling in (Appendix 5).

The second-to-last major change to the channel started in the 1920's when the arrowhead breakwater construction began. This project was largely completed in the early 1930's. During this project, the outer light and fog signal were dismantled, the south breakwater was built along with the 1931 South Breakwater Light. The south pier was dismantled to its current length, leaving the 1903 South Pierhead Light in its original location and the elevated catwalk dismantled because it was no longer needed. More research needs to be done in the years after the 1920s as the Lighthouse Service Annual Reports start to become less detailed and more reliance is needed on newspapers and historical records.

The US Coast Guard abandoned their 1905 US Life-Saving Station in 1990 when the Coast Guard built a new facility and turned over the old building to NOAA. The turn of the century light keepers dwelling continued to survive until sometime between 1970 and 1972 when aerial photographs indicate it was razed to make way for Coast Guard expansion. Besides the lighthouse structures, the 1905 US Life-Saving Station is the only other historic building in the immediate area. See keepers dwelling photos in (Appendix 5).

On November 17, 2005 the South Pierhead Light's contribution to Great Lakes navigation was recognized with a listing on the National Register of Historic Places. In 2006, the South Breakwater Light followed suit. The nomination papers submitted for the listing papers are added to the (Appendix 1).

MASTER PLAN FOR THE HISTORIC LIGHTS

PRESERVATION AND MAINTENANCE PLAN

The Michigan Lighthouse Conservancy plans to move swiftly to stabilize the structures and halt the deterioration of the Muskegon lights and protect the structures from continued degradation while carefully following the U.S. Interior Secretary's Standards for Rehabilitation as well as using the National Lighthouse Preservation Handbook. MLC has consulted with numerous people experienced in lighthouse preservation and rehabilitation. From these organizations, we have received many suggestions and "lessons learned". The Michigan Lighthouse Conservancy, in particular, is familiar with a wide variety of lighthouse groups and has extensive contacts with these groups that will prove invaluable as the effort to restore the Muskegon lights progresses.

MLC plans to contract with an engineering firm and an experienced restoration contractor that are knowledgeable and experienced with lighthouse restoration to conduct a Condition Assessment Report to help prioritize the most urgent needs. During the GSA open house site visit, a representative from one such restoration contractor firm took place on August 27, 2008, and valuable preliminary information was gathered from that visit. MLC plans to have a Condition Assessment Report conducted on both lights within a year after the deed is transferred. MLC can raise the required funds in time to get this completed. MLC has not yet secured a firm to undertake the Condition Assessment Report, but an estimate has been secured from U.P. Engineers and Architects out of Marquette, MI. and the cost is expected to be approximately \$6,000 to \$8,000.

The Condition Assessment Report will include a prioritization of stabilization needs, a detailed inventory of all components of the lights including what is historic fabric and what is not original to the structure. The assessment will recommend what treatments are needed for each material as well as what needs to be repaired, replaced or replicated. The goal for both lights will be rehabilitation, but with an emphasis on retaining as much historic fabric as possible for preservation purposes. All recommendations will be made in a detailed report to use as a guideline throughout the entire process.

No new utilities (defined as water, sewer, gas and electrical) will be added to the Muskegon lighthouses initially. There is no need for running water, gas or sewage disposal. We will however look into utilizing the service trench on the South Pier in the future to supply power if needed and or run a video cable to the lighthouse. This will take much more research and permission from the COE to discuss these possibilities, without their permission nothing will happen. They may require an easement, lease or memorandum of understanding and until we have a meeting to discuss these possibilities we cannot take this subject further at this time. MLC will also need to seek permission as noted above for staging equipment and construction materials on site with the COE. MLC was told that NOAA would discuss our needs as well for staging equipment and supplies and details can be worked out at a later date.

We will research what resources are necessary to install a remote web cam in the South Pierhead Light. Currently through the NOAA web site you can view cams looking at both lighthouses and around the area. With being able to view the lighthouses this way, we don't necessarily need to immediately add this feature. We do not anticipate installing a cam in the South Breakwater at this time because of the remoteness and power supply needed. A cam in the South Pierhead is much more likely depending on everything necessary to accomplish it. Funds will initially be focused on rehabilitation and the web cam would be secondary because of the cost.

For both lights at this time we anticipate retaining the ship style oval hatch doors as they secure the structures well and the USCG has the proper tools to access them. In the future we will evaluate the door in the South Pierhead for its originality and potential use.

One change we anticipate to the interior of the South Pierhead Light is the installation of some type of balusters between the steps and hand rail leading up the stairs of the lighthouse or some type of safety cable railing system to provide for a safer visitor experience. There are currently a limited amount of

balusters present going up the stairs, on the first landing, or at the top of the light, mainly a hand rail is present for the entire length of the steps to the lantern room with a few balusters present leaving large open areas that someone could potentially fall through. For safety reasons of tour groups, especially those with younger children to open the interior of the light up for public tours, we would like to develop an equitable baluster solution that is respectful in appearance and safe for these types of activities. We will consult with the National Park Service on this and other topics as required. The National Park Service will consult with the Michigan State Historic Preservation Office (SHPO) for any proposed actions requiring compliance with Section 106 of the National Historic Preservation Act, as amended. Until this is accomplished, limited private tours can be considered.

Our primary plan is to proceed with stabilization work on both lights and then onto rehabilitation work as funds permit. If funding falls short, since the South Pierhead light will draw more tourists, we will concentrate on things needed to open this light first and stabilize the South Breakwater Light. The South Breakwater Light will have steps taken to mothball it until proper funding can be obtained if necessary. Both structures would be mothballed as a backup plan if funding is not available in the future. If this continues for a period of time, we will contact the National Park Service to have the lights placed back into the NLHPA process and assist in finding an alternative steward.

It's possible that lead-based paint exists on the site. No samples have been collected yet to be tested. All hazardous materials found on the site, if any, will be handled and disposed of in accordance with the Michigan Department of Environmental Quality guidelines. MLC will confirm the historic colors used in the lighthouse and consult with the USCG on the appropriate colors that could consider being changed if necessary. As the structure is an active aid to navigation and daymark, this will need to be discussed with the USCG.

With the assistance of U.P. Engineers and Mihm Enterprises, MLC has identified the following historic resources and outlined the following preservation and maintenance plans based on preliminary consultations with both engineer and contractor. Future site visits and consultations may influence the pace, direction and focus of these preliminary estimates. Italicized excerpts from the UP Engineers' report are included below. For the full document, please see (Appendix 6). All of the proposed work listed below will be conducted by carefully following the U.S. Interior Secretary's Standards for Rehabilitation.

RECOMMENDATIONS

Based on site observations and identification of historic resources, the following are recommendations for stabilization, rehabilitation/restoration and ongoing maintenance and repair. Estimated costs are preliminary estimates for planning purposes.

Both the South Pierhead Light and the South Breakwater Light are in structurally sound condition. Minimal stabilization work is required to prevent deterioration of historic resources; however the South Breakwater Light requires more work of the two.

PHASE I – STABILIZATION

- 1) *Install sealant in all open joints including areas where lantern glazing components are missing to prevent water infiltration.*

Estimated Cost: \$ 1,500

The recommended time period for stabilization work is within a year after the transfer of the deed.

PHASE II – CONDITION ASSESSMENT REPORT

A detailed Condition Assessment Report of all structures and site features shall be conducted. This report will include:

- 1) A brief history of the site features, construction, modifications and the historical significance in regards to Great Lakes Maritime history.*
- 2) A discussion of relevant portions of 36 CFR Part 61 “Historic Architecture” as it applies to these structures.*
- 3) Inventory of structural components, features and materials.*
- 4) The condition of each structural component.*
- 5) Identification of the root cause of deterioration and development of a scope of work for each condition/element requiring rehabilitation and/or restoration.*
- 6) Material quantities for each element.*
- 7) Budget cost estimates.*
- 8) Assignment of priority for each component.*
- 9) An overall phasing plan for rehabilitation and/or restoration based on the priorities.*

Estimated Cost: \$ 6,000 to \$8,000

The Condition Assessment Report should be prepared during the following year after transfer of the deed.

PHASE III – CONSTRUCTION PLANS AND SPECIFICATIONS

Based upon the findings and recommendations of the Condition Assessment Report, final plans and specifications for rehabilitation/restoration work shall be prepared by a qualified architectural/engineering firm meeting the requirements of 36 CFR. All documents shall be reviewed and approved by the National Park Service following the terms of the NLHPA. The National Park Service will undertake consultation with the State Historic Preservation Office. All work shall be consistent with the Secretary of the Interior’s Standards for Rehabilitation.

Estimated Cost: to be determined, based upon the recommendations of the Condition Assessment Report.

The recommended time period for preparing construction documents would be the second year after transfer of the deed, assuming funding is available.

PHASE IV – EXTERIOR REHABILITATION/RESTORATION

Exterior rehabilitation/restoration work shall include:

- A) Exterior Rehabilitation/Restoration of the South Pierhead Light*
 - 1) Clean and paint the steel tower structure.*
 - 2) Replace missing section of guardrail at lantern deck.*
 - 3) Repair/replace damaged metal glazing stops/mullions.*

- 4) Remove Plexiglas panels in lantern and replace with glass.
- 5) Caulk all open joints in the structure.

Estimated Cost: \$42,000

B) Exterior Rehabilitation/Restoration of the South Breakwater Light

- 1) Clean and paint the steel tower structure.
- 2) Replace/repair glazing at portal windows.
- 3) Caulk all open joints in the structure.

Estimated Cost: \$32,000

The recommended time period for exterior rehabilitation/restoration work would be the third year after transfer of the deed, assuming funding is available.

PHASE V – INTERIOR REHABILITATION/RESTORATION

Interior rehabilitation/restoration shall include:

A) Interior Rehabilitation/Restoration of the South Pierhead Light

- 1) Clean and paint the interior surfaces of the structure.
- 2) Install intermediate rails/balustrades on the stair for safety.
- 3) Clean and paint metal stair and railings.
- 4) Clean and paint concrete and metal floor surfaces.
- 5) Repair damaged plaster surfaces.
- 6) Install video cable for web-cam

Estimated Cost: \$55,000

B) Interior Rehabilitation/Restoration of the South Breakwater Light

- 1) Clean and paint the interior surface of the structure.
- 2) Clean and paint concrete and metal floor surfaces.
- 3) Clean and paint metal ladders.

Estimated Cost: \$33,000

The recommended time period for interior rehabilitation/restoration is the fourth year after transfer of the deed, assuming funding is available.

PHASE IV – SITE FEATURES

Rehabilitation/Restoration of Site Features includes:

A) South Pierhead Light

- 1) Install video cable from the Light to the mainland. Locate cable in the existing utility trench in the pier deck surface.
- 2) Install a metal bar grate over the existing utility trench.
- 3) Install wooden handicap ramp near NOAA Station to allow wheelchair access to the lighthouse.

Estimated Cost: \$500.00 wooden ramp estimate only. Unknown video and grate cover at this time.

B) South Breakwater Light

- 1) *Repair spalled/deteriorated concrete at landing at entry.*

Estimated Cost: \$1,400

The recommended time period for interior rehabilitation/restoration would be the fourth year after transfer of the deed, assuming funding is available.

PHASE VII – CYCLICAL MAINTENANCE PLAN

Recommended ongoing maintenance work for both structures includes the following:

- 1) *Inspect structure and adjacent site and repair any minor damageannual basis*
- 2) *Touch-up deteriorated paint and caulking 2 years*
- 3) *Exterior painting..... 15 years or as needed*
- 4) *Interior painting 15 years or as needed*

The lights will be inspected each year in the spring and fall and a form will be developed for such purposes to note joint and fastener conditions, coating condition and such things as when it is raining to check for water leaks and so forth. This form will evolve over time as needed with more details. These reports will be compiled into a log book to track any changes over time and will probably end up computerized. If any maintenance work is done, it will be noted in this log book.

Between heavy maintenance cycles, spot repairs will always be needed and accomplished on an as needed basis. All vandalism will be dealt with swiftly.

Note: In all phases of treatment to the structures, or prior to it, we will direct the appropriate architects and contractors to follow the appropriate Preservation Brief's (<http://www.nps.gov/history/hps/tps/briefs/presbhom.htm>) necessary regarding treatment of steel, cast iron and concrete depending on the lights' materials as they vary. The National Lighthouse Preservation Handbook (<http://www.nps.gov/history/maritime/handbook.htm>) will also be consulted. Both of these resources are available as noted on the world wide web.

OTHER STRUCTURES AND ARTIFACTS:

The keeper's house and all other outbuildings have been razed over time; MLC does not anticipate reconstructing any of these structures under the preservation and maintenance plan. The keeper's house was actually on the current lot which is in use by the US Coast Guard Aids To Navigation Team Muskegon.

Even though MLC does not plan to reconstruct any of these structures, significant steps will be taken to ensure public interpretation of the previous light station structures and how they changed over time. MLC will continue to research the previous site plans and designs of these structures in relation to the lighthouses. A historical display on the Muskegon lights will be created and placed in the Great Lakes Naval Museum and Memorial so that visitors can better understand all of the historic structures that once

existed at the light station. This information will also be on the MLC website in a dedicated Muskegon section.

One of the Muskegon 4th Order Fresnel lenses has been identified and located. This lens will be sought for long term loan to MLC and potentially placed in the Great Lakes Naval Museum and Memorial for display. The lens has to be evaluated and a determination made whether or not it is in a condition to put on display. If it is not, it will be restored and then put on display. The estimated cost to inspect, restore and exhibit the lens is \$15,000.

PRESERVATION EXPERIENCE

Regarding preservation experience, one of the Michigan Lighthouse Conservancy's primary missions is the collection and preservation of U.S. Lighthouse Service and U.S. Life Saving Service artifacts. Jeff Shook has worked extensively with numerous types of these artifacts. Some of these artifacts have been restored and featured with short term loans out on public displays, including the Great Lakes Lighthouse Festival, Marquette Maritime Museum, Great Lakes Shipwreck Society at the Whitefish Point Lighthouse and Point Betsie Lighthouse and during programs MLC has given to school children for example. Jeff Shook and MLC participated in the Michigan Women's Historical Center – Women of the Lights exhibit during the summer of 2008 by supplying artifacts, signs and supporting documentation for the exhibit. 2009 Exhibit programs include the Pointe Aux Barques Life Saving Station at the Huron City Museums and the Dossin Great Lakes Maritime Museum in Detroit, MI. A permanent artifact display has been placed and interpreted in the Pointe Aux Barques lighthouse in 2008. Public outreach is also accomplished through MLC's web site where people can view our online museum of light keepers' tools and read about how they were used.

Jeff Shook, president of MLC, also has personal experience in historic lighthouse restoration after acquiring the Saint Clair Flats Range Light Station during a General Services Administration public auction in May of 2001. This station was originally built in 1934 by the U.S. Lighthouse Service to guide ships into the St. Clair River north of Detroit. After the U.S. Coast Guard merged with the Lighthouse Service, the property evolved into a search-and-rescue station. The grounds consist of three houses, two of which are original Lighthouse Service houses and one non-historical house. Since 2002 the property has been undergoing historic restoration. The restoration work has been completed for one of the historical houses and the exterior work is 90 percent complete for the second historical houses exterior and the interior is prepped to start work. The third house was purchased from a civilian by the Coast Guard to expand the station in the 1970's and is not historical, but has been remodeled. During the restoration process, the Secretary's of Interiors Standards for Rehabilitation have been followed along with the Lighthouse Preservation Handbook. Numerous meetings were held with Michigan's State Historic Preservation Office (SHPO) and a preservation plan was put into place. This restoration project gave MLC valuable hands-on experience in dealing with the SHPO, including a familiarity with the documentation that is required for such projects. All of the restoration plans were approved by SHPO and proper restoration was carried out.

Jeff Shook has also attended numerous historic lighthouse educational conferences and seminars over the years, including the Save Our Lights conference held in Mackinaw City, MI in 2001 and the National Park Service's Lenses and Lanterns II workshop held in Buffalo, NY in 2003. The latter provided particularly valuable information regarding lantern room preservation and Fresnel lens restoration. Jeff has been a Secretary for the Michigan Lighthouse Alliance for several years and prior to that a board member. Jeff worked on the preparations for the recent lighthouse conference in Traverse City, MI. in June of 2008, but was unable to attend himself. Jeff is also currently the Vice President of the US Life Saving Service Heritage Association, which affords him a lot of experience with Life Saving Stations. What's more, through his full-time position at NLB Corporation, which manufactures high-pressure water jetting equipment, Jeff Shook has extensive contacts with all of the large coating manufacturers, including Sherwin Williams, International Paint, Jotun and Hempel. Through these contacts MLC has learned that these companies would be willing to donate coatings to a lighthouse restoration project.

Terry Pepper, the Great Lakes Lighthouse Keepers Executive Director has provided a letter of support regarding Jeff Shook's experience which is included in (Appendix-13).

MLC also serves as a clearinghouse for historic lighthouse information in Michigan and has provided numerous support services to other lighthouse groups in the region. For example, the Port Washington, Wisconsin lighthouse lantern room restoration project received crucial assistance from the Michigan Lighthouse Conservancy with their lantern room reconstruction project. The Port Washington Lighthouse was built in the 1850s with a 10-sided lantern room. That lantern room was removed and lost long ago. MLC was able to provide Port Washington volunteers with copies of detailed drawings that MLC had acquired as part of its archival collection. The drawings included written specification on a 10-sided lantern room built in 1852 for a light station in the Milwaukee area. With these plans in hand, the Port Washington Historical Society was able to have the lantern room fabricated to historical standards and the lighthouse was subsequently opened to the public. Throughout the process, MLC provided regular support by answering numerous follow-up questions and helping the Port Washington volunteers with trouble-shooting and other problem solving.

In another example of MLC's restoration assistance, the Delta County Historical Society in Michigan's Upper Peninsula needed to find a vent ball for the top of the Escanaba Lighthouse, which the Society operates. Volunteers in Escanaba contacted the Michigan Lighthouse Conservancy for assistance and MLC helped them locate an original vent ball for a Fourth Order lantern room that was on the market. But when the Society determined that this original vent ball was prohibitively expensive, MLC provided copies of lantern room drawings and specifications of a typical vent ball for Fourth Order lantern rooms. Those drawings proved to be of valuable assistance to the Society and a new historically correct replica vent ball proudly sits on top of the Escanaba Lighthouse today.

In yet another example, MLC was contacted for advice on Big Sable Point's lighthouse tower repainting project. The Big Sable volunteers knew of MLC's extensive experience and familiarity with the Steel Structures Painting Council (SSPC) and the National Association of Corrosion Engineers (NACE) guidelines as well as our familiarity with water jetting as a form of coating removal. MLC discussed the positives of water jetting compared to sand blasting and low-pressure washing, and Big Sable ultimately chose the low-pressure washing option for their tower painting project.

MLC has worked with the Gull Rock Lightkeepers since 2004 when we obtained the Gull Rock lighthouse through the NLHPA process. With a memorandum of understanding in place at the time of the NLHPA application to turn over Gull Rock lighthouse to Gull Rock Lightkeepers once preservation work had started and the organization had established its foothold, the lighthouse deed was turned over to their organization during the summer of 2008. MLC continues to work with and support Gull Rock Lightkeepers with restoration efforts at the Gull Rock Lighthouse to this day. MLC will continue to do so into the future. As Gull Rock Lighthouse is still in the early stages of restoration, our knowledge will improve over time of the types of preservation experience needed with this particular lighthouse. As Gull Rock is a masonry and wood framed structure, it is different than the all steel construction of the Muskegon lighthouses.

These are just some examples of how the Michigan Lighthouse Conservancy has worked in numerous different ways as a restoration support entity to other lighthouse organizations in the Great Lakes region and worked on projects ourselves. This background has given MLC valuable experience and familiarity with restoration procedures in Michigan, as well as the Secretary of Interiors Standards for Rehabilitation.

Two other team members for the Muskegon lights project are Sally Frye and Mike Schonscheck. Sally Frye has numerous preservation experience with eighteen years on the Grand Traverse Lighthouse Museum (GTLM) board. She has worked on two archaeological digs, scraped and painted buildings, helped on foundation work and numerous other projects there. While President for 6 ½ years she was involved with working with contractors to put the cupola back on the fog signal building, completely removing the old coating on the exterior brick and painting the interior along with installing a new tin

roof inside it. Other projects include putting a new roof on the Grand Traverse lighthouse and completely painting the exterior, new sidewalks and more. Sally started the education committee and hired their executive director. She has spent countless hours researching in Washington DC., Chicago and all over Michigan to build the history of GTLM and is actually working on writing a complete history.

At South Fox Island Lighthouse she has cleared trees, brush, and scraped and painted the carpenters shop and helped to remove stone 4 ft. deep that buried a sidewalk to the boathouse. Sally was instrumental in installing a webcam system atop the 132' light tower and got it working between the island and GTLM to help visitors experience South Fox in no other way.

At Mission Point she has cleaned the interior and patched and painted the walls. She ran their cash register the first week open in 2008 and put through 550 people. Sally has been a board member of the Michigan Lighthouse Alliance and helped plan the Traverse City, MI. 2008 conference. Sally will be a valuable member of the team for the Muskegon lights.

Mike Schonscheck is Vice President of Shonscheck, Inc. located in Wixom, MI. They are designers, builders and developers of commercial properties. Mike has 25 years of design/build experience in operations, project management, engineering, estimating and supervision. Projects have included commercial and industrial buildings, schools and day-care facilities, automotive dealers and retail stores. Mike attended the General Motors Institute and Lawrence Institute of Technology Engineering Program and is a member of the American Concrete Institute. Mike's experience will be valuable to the team in regards to consultation on the entire project, estimating costs and being able to check on project details. While Mike does not have any historic preservation experience, his building and management talents will be of valuable assistance in this project we feel.

These two team members will be involved in the Muskegon lighthouses projects, but are not MLC board members. These are two individuals with experience that we know that are willing to take and volunteer time, experience and effort to help with this project. They can help with various parts of the project from reviewing plans to administering contracts to whatever may be needed. If for some reason these people leave the project, then we feel we have the resources to obtain replacements after we further develop our working relationships with the local museums and other organizations in Muskegon.

MLC has received a letter of support from the City of Muskegon for our application for obtaining ownership of the lighthouses. The City will offer what advice and help they can to assist in our efforts when needed. The Cities staff may offer advice and expertise on the projects as well as possibly help review plans, sign off on grant requests and help with the use and preservation plans. We will be consulting them throughout the entire process.

MAINTENANCE PLAN

The maintenance plan for the lights is outlined above in the excerpted preservation and maintenance plan from UP Engineers and Architects. Additionally, with regards to the light towers, MLC will do regular, though minor, cleaning in the towers, which have spider webs and some rotten plaster and paint flaking. After restoration, this will be reduced to regular house cleaning and spider web removal.

The lights will be inspected each year in the spring and fall and a form will be developed for such purposes to note joint and fastener conditions, coating condition and such things as when it is raining to check for water leaks and so forth. This form will evolve over time as needed with more details. These reports will be compiled into a log book to track any changes over time and will probably end up computerized. If any maintenance work is done, it will be noted in this log book.

Between heavy maintenance cycles, spot repairs will always be needed and accomplished on an as needed basis. All vandalism will be dealt with swiftly.

Regarding a maintenance plan for the natural environment, there is no need for one to be done. There is no lawn to mow or trees on the piers. The piers that the lights both sit atop of are Army Corps of Engineer structures, which are exclusively maintained by them. There is nothing that falls within the scope of the lights and their location on the piers for this activity. If MLC is allowed to place the handicap ramp on the pier, this could be designed to be removable for the winter months so it is not damaged by ice, this ramp will be added to the inspection log and occasional repairs performed as needed.

Regarding maintenance experience, Jeff Shook, president of the Michigan Lighthouse Conservancy does have some limited maintenance planning experience for the Saint Clair Flats Range Light Station that he has owned since 2001 which is noted in the previous Preservation Sections text. Sally Frye's experience is also noted above.

Regarding archeological sites, there are no known archeological sites for the Muskegon lights, and there are no known endangered species there either.

USE PLAN

MUSKEGON SOUTH PIERHEAD LIGHT USE PLAN:

Once the light is stabilized, restoration underway, and certain safety conditions are met for the South Pierhead Light such as adding some sort of stairway balusters and a hole in the floor is fixed, public tours can start for this structure. We need to do more research with safety officials and the City Building Department to see what criteria need to be met for public safety. MLC plans to work with the Great Lakes Naval Memorial and Museum to train their volunteers and staff on the lighthouses so public tours for the South Pierhead Light can start. In the mean time, MLC remains committed to providing safe, limited private tours for lighthouse groups, historical societies and other interested parties under strict supervision until then. Until these certain conditions can be met, we are not in a position to publish any dates, times, etc. for the South Pierhead Light to be open at this time, but generally lighthouses are open during the summer months on the weekends as volunteer staff are needed from somewhere around 10AM to 3 or 4PM. Other times can be requested and discussed for privately arranged tours.

Wheelchair access currently is not possible with the rise in the concrete pier structure, however, MLC will seek the permission of the Army Corps of Engineers to build and place a wooden wheelchair ramp to overcome this approximate one foot rise in the pier. This will allow access from the Pere Marquette Park parking area with a smooth surface path from the parking area, through the NOAA station and onto the pier structure. Once on the pier structure and after the NOAA station, the ramp would allow wheelchair access for the first time to this light. Many lighthouses do not offer wheelchair access and we think this will be one of the few possibilities for someone in a wheelchair to get up close to a lighthouse. This is all depending on obtaining permission from the COE to do this.

One change we anticipate to the interior of the South Pierhead Light is the installation of some type of balusters between the steps and hand rail leading up the stairs of the lighthouse or some type of safety cable railing system to provide for a safer visitor experience. There is currently a limited amount of balusters present going up the stairs, on the first landing, and at the top of the light. Mainly a hand rail is present for the entire length of the steps to the lantern room with a few balusters present leaving large open areas that someone could potentially fall through. For safety reasons of tour groups, especially those with younger children to open the interior of the light up for public tours, we would like to develop an equitable baluster solution that is respectful in appearance and safe for these types of activities. We will consult with the National Park Service on this and other topics as required. The National Park Service will consult with the Michigan State Historic Preservation Office (SHPO) for any proposed actions requiring compliance with Section 106 of the National Historic Preservation Act, as amended. Until this is accomplished, limited private tours can be considered.

We anticipate placing some signage relating to the lighthouse on the interior of the lighthouse to help the public interpret it better.

MUSKEGON SOUTH BREAKWATER LIGHT USE PLAN:

The proposed use of the South Breakwater Light at this time is to maintain it, interpret it (especially at the GLNMM), and keep the scientific environmental monitoring instruments in place from NOAA. Public tours are not planned because of safety reasons with the ladder climbing involved and small platform at the top. Small limited private tours could be arranged upon request for interested parties at the base of the structure. The interior is very cramped and to get to the top and you need to climb up a narrow passageway ladder for each level, making it a challenge for anyone to climb. Also, the top walkway is another difficult climb up a small ladder to access to the platform.

To get to the South Breakwater lighthouse, pedestrian traffic has to walk out a narrow Army Corps of Engineers pier structure with the majority of it not having any safety hand rails. The City of Muskegon added white low power solar safety lights to the structure in the past few years to alert boaters to the pier as well as provide a faint walkway light for anyone on the pier near dusk or dawn. The handrail only extends out for a short portion of the entire pier and we are not going to encourage anymore pedestrian traffic than what is currently using it for safety reasons.

This structure will be maintained and used for very limited activities and very limited requested private tours at the base of the structure. The USCG will still be maintaining access for their ATON equipment, which includes an active light and fog signaling devices at the top of this structure. NOAA currently has environmental monitoring sensors on the light, which they will need access for this instrumentation. Other than these activities, no other uses are planned at this time for the South Breakwater light. The Coast Guard has a solar battery charging station in the Breakwater Lights first floor that the general public should not have access to.

MLC's intent is to locate a place an interpretive sign or two along the south breakwater relating to that specific structure and referencing the South Pierhead Light. MLC intends to obtain permission from any sources necessary for this.

GENERAL USE PLANS:

MLC has created good working relationships with several organizations in Muskegon (NOAA, COE, USCG, GLNMM and the City). The Great Lakes Naval Memorial and Museum, which is located up the channel has just built a new facility and they have graciously extended a hand to MLC to work with us in a number of ways. They have provided a letter of support in (Appendix-13). While nothing is formalized because we are not yet the owner of the lights, we anticipate the following taking place with these various organizations. We think that having the support of the new GLNMM facility and their membership will help enhance our stewardship of the lighthouses as well as create a joint way to draw people to both attractions. The GLNMM is a destination for 60,000 visitors annually.

MLC intends to seek a volunteer staff from the surrounding community and from the GLNMM volunteers once the deed is transferred. MLC intends to collaborate on ticket sales for tower climbs with GLNMM. We intend to charge a minimal fee of a few dollars or request a donation for the tower climbs to help offset cyclical maintenance costs. If someone cannot afford a donation, privately in the spirit of being kind, we will waive the requested amount or donation on a case by case basis. Because of the nature of the lighthouse and having an active aid to navigation in it, guided tours are mandatory for these guests.

MLC's intent to work with all the other agencies involved (NOAA, COE, USCG, GLNMM and the City) to make the tours and rehabilitation of the lights a success. We intend to acquire any necessary permits, memorandum of understandings, easements or right of way permissions for the various activities mentioned.

The GLNMM cares for two historic WWII vessels, the USS Silversides submarine and the USCGC McLain, a prohibition-era 125 boat. The new museum building opened in the summer of 2008 offers military artifacts, a theater and gift shop. A research library with internet access to Navy archives, and a conference and banquet facility round out the facility. The facility is also a staging area for all of the scout groups that typically stay on-board the submarine for overnight camping. The GLNMM is a starting point for a new Maritime Heritage Trail that leads to the South Pierhead Light from their facility. The trail is a collaboration of several organizations led by NOAA.

MLC can help enhance the Maritime Heritage Trail by preserving the lighthouses. The South Pierhead Light is the last point on the three-quarter mile long Maritime Heritage trail with the beginning at the GLNMM. This trail goes through city parks and Federal property and is enhanced by thirty 24" x 36" full color interpretive wayside markers detailing the history of the NOAA field station, resident agencies, local maritime industries and cultural heritage. While most of the signage was completed in the fall of 2008, we can help enhance future and or additional signage, and interpretation.

MLC intends to contribute exhibits at GLNMM by setting up lighthouse related information on history, technology, local Muskegon Keepers and possibly a classical Fresnel lighthouse lens. There is almost 17,000 square feet of exhibit space in the facility. Lighthouses are known to draw crowds and enhance visitation. Signage will help lead people to the GLNMM to see these exhibits. By placing an exhibit in the museum about the lighthouses; it will increase the educational possibilities.

At least one classical lighthouse Fresnel lens could be displayed if it were able to be obtained from the USCG on loan. A partial replica lantern room can be constructed to display it in. MLC already has the signage on the lighthouse lens history and its development. Other information on fog signals, minor aids to navigation and lighthouse Keepers lives can be displayed. Lighthouse related artifacts can be displayed as well. Every year or two we can either rotate part of the information and exhibits or make parts of the display changeable.

The new GLNMM facility has a large 180 seat banquet facility to use by MLC for an annual fund raising dinner. MLC can also use the large 72 seat theater for program presentations on the lighthouse and USLSS for public education. The GLNMM also sponsors a Sea-Cadet program out of the facility, getting youth involved. We are not sure at this time what they might contribute to the lighthouse program. There probably exist more collaborative efforts we can pursue in the future as things grow and develop and we will explore those as needed.

As part of an educational component, MLC received a letter from Southern Exposure Renewable Energy regarding developing a 21st Century educational project to help students realize the innate historical, cultural and scientific value of the lighthouses as portals to the Great Lakes. A curriculum will be developed that will utilize the lighthouses as resource tools to launch marine based and meteorological learning initiatives. See (Appendix-13) for the included letter of support with this information. MLC will explore this educational opportunity moving forward with the project.

The NOAA Lake Michigan Field Station headed up the Maritime Heritage Trail project and its formation. MLC has created a working relationship with NOAA as well. Currently the NOAA facility is located in the 1905 US Life-Saving Station. In the lookout tower of the station are web cams that can be accessed via the internet that view the both lighthouses and the surrounding harbor. MLC has permission to link to these web cams to use them for real time viewing of the lighthouses on our web site. We also have verbal permission on making enhancements at our cost to these web cams. This provides one means of handicap access to see the lighthouses in real time and to the surrounding area.

With the formation of the Maritime Heritage Trail the walkway to the South Pierhead Light is formalized with a yellow striped walkway leading through the NOAA property to the south pier from the Pere Marquette Park, this allows the public to locate it easier. If it is not already installed, a "to the lighthouse" sign will guide visitors through the NOAA property to the south pier. If signage needs to be enhanced

from what is already installed, MLC will work with NOAA on improvements. See the walkways path highlighted in (Appendix-7).

Visitor parking will not be allowed in the NOAA facility for the general public, except MLC related workers who pre-arrange a visit, can park if there is adequate room. MLC will also need access through the NOAA property to maintain the light and help stage equipment for restoration and by working with NOAA, we can accomplish this.

NOAA also maintains weather sensors on the South Breakwater Light, with a potential transfer of ownership; NOAA has expressed the concern of keeping their instrumentation on the light tower. MLC has agreed that we would honor their current use and permission obtained from the US Coast Guard for this purpose and a memorandum of understanding would be signed by both parties. MLC will assure NOAA that it supports environmental research and scientific study and we will still allow them access to place sensors on the light tower.

Lastly, with MLC's goal to help keep Life-Saving Stations preserved, this fits in perfect with NOAA's function of maintaining this historic structure as well.

Regarding disability access to the South Pierhead Light, along with the web cams already in place, MLC will propose to the Army Corps of Engineers that a wooden handicapped ramp is built just to the West of the NOAA station where the pier rises straight up about a foot high. Currently wheelchair access is not provided to either light and the South Pierhead is the only one that has railings along the entire length of the structure. Currently individuals can view both lighthouses by boat from the water, from the beach parking area, the NOAA web cams on their web site as well as obtain information about the lights on the MLC website. The MLC website will include a special section on the Muskegon lighthouses, including many of the contemporary photos found in the appendix and much of the history we now have on the station since undertaking this application project. The website will be reviewed for ADA compliance. In the future, a video of the lighthouse will be made available for download to help enhance understanding of the lights.

FINANCIAL PLAN:

The Michigan Lighthouse Conservancy is a Michigan non-profit corporation founded in December of 2000. MLC's nonprofit status was granted in 2001. Current cash assets as of December 8, 2008 consist of \$8,212.63 held at The State Bank in Fenton, Michigan. MLC's most recent IRS Form 990 (FY2007) has been included with this application as (Appendix 8). A copy of the checking account statement has been included with this application as (Appendix 9). There is no audited financial statement as it would be cost prohibitive to produce at this time.

Though the current assets of MLC are modest, it should be noted that MLC has more than enough funds to cover the first year's insurance expenses for the Muskegon lighthouses as well as carry out the immediate stabilization needs. Per the budget materials included with this application in the preservation and maintenance plan, it is planned that these initial amounts will be quickly augmented through an aggressive fundraising campaign. Since MLC has turned over the Gull Rock Lighthouse to the Gull Rock Lightkeepers organization in 2008, our expenses for that have ceased altogether. Although we continue to offer guidance and support through our network, we are no longer paying for insurance related to the lighthouse or any direct expenses. Gull Rock Lighthouse successfully fundraised and obtained a Michigan Lighthouse Project Grant with total funds of \$40,000.00 to replace the roof on the lighthouse and privy, which physically took place in 2008 and the grant was from 2007 for 50% of the total amount. MLC assisted in this grant in both the fund raising effort as well as the paperwork.

Key team members of MLC have experience in grant-writing and successful fundraising in the non-profit community. Jeff Shook, president of MLC and currently Vice President of the US Life Saving Service Heritage Association has raised thousands of dollars toward preservation projects. Sally Frye has much

more grant writing and fund raising experience from her years of service at the Grand Traverse Lighthouse Museum among other nonprofit lighthouse organizations. With these individuals' guidance and assistance, MLC will embark upon an extensive grant-writing campaign to start raising the funds necessary to hire the professional contractors that will be needed to restore, refurbish and rehabilitate the Muskegon lighthouses under the Secretary of Interior's Standards for Rehabilitation.

With restoration costs being a major cost driver, a private company has pledged support in this area for the surface preparation part of the project of approximately \$20,000.00+ worth of equipment and manpower. The company wishes to remain anonymous in this application. While this pledge is good news, we feel if it was not realized, it would not hinder our project for very long. Additional support may be requested if needed. We feel contacts with other corporations could fetch financial results of varying degrees for restoration efforts.

Past experience has shown that organizations that do not have a physical asset for preservation like a lighthouse, do not raise funds effectively most of the time. People who are interested in preservation and lighthouses want to have the satisfaction of seeing physical work accomplished and these lighthouses will serve as our physical structures for people to focus our fund raising efforts toward.

During the following year after transfer of the deed to the lighthouses, a grant will be applied for from the Michigan Lighthouse Assistance Program to conduct a Condition Assessment Report and possibly a Historic Structures Report for the Muskegon lighthouses. Matching funds will be applied for from the foundation community, corporate donors and private contributors. Grant applications ranging from \$5,000 to \$100,000 will be submitted to the following foundations and corporations: Michigan Community Foundation; Muskegon Community Foundation; American Express; Domino's Pizza; Americana Foundation; Michigan Architectural Foundation; Cleveland-Cliffs Foundation; U.S. Steel Corporation Foundation; Stanley and Blanche Ash Foundation; Lowe's; National Trust for Historic Preservation; the Michigan Council for the Arts and Cultural Affairs; and the Michigan Humanities Council. This is only a partial list as research is underway to target foundations and other entities with a history of funding historic preservation and/or the arts, both inside and outside the state of Michigan. All the foundations and corporations listed above are potential supporters for brick-and-mortar restoration work and some educational exhibit grants.

As a long-term goal, MLC intends to look into setting up an endowment fund to financially support the Muskegon lighthouses through an organization such as the Community Foundation of Muskegon County, which we have already been introduced to.

A specific Muskegon section of the MLC website will be established, and a "donate now" button will be added to the Muskegon page allowing people to mail personal checks or make credit card donations on behalf of the Muskegon lighthouses into a dedicated bucket. All deposits for Muskegon will be noted and set aside for light station maintenance and preservation expenses.

With the various contacts being made through this process, a Friends of the Muskegon Lighthouses group is anticipated on being formed to provide local support and fund raising efforts. Regarding having an annual banquet, 50/50 raffles and other fund raising activities, it is difficult to accurately calculate exact figures on how much revenue such activities might produce. The Friends group of volunteers would assist in these various activities of fundraising and community networking. While they will have no formal management say in the lighthouse, it is thought that this would be one core group of people that could be considered should someone from MLC leave. Also, if MLC were to turn the lights back over to National Park Service at some point in the future, this group would be a natural replacement pool to pull from for new stewards as well as the GLNMM.

It was proposed to put together a budget summary for the lights, but after reviewing this process more, so many variables play into this, that at this time it is just not feasible to put down on paper all the possibilities for the activities that need to take place as well as some of the maintenance costs yet until we can conduct the Condition Assessment Report and develop something after that.

For all other outreach projects, public tours and various fund raising activities, we will not truly understand these costs yet until we get into and plan for these activities. The banquet center and the GLNMM is brand new and the menu is just being developed. We know we will be charged at cost, but we do not have this information yet. Based on similar programs and expenses, it is difficult to determine what profits could be generated by an annual fund raising dinner and silent auction for example, but profits from other lighthouse organizations indicate anywhere from \$500 to \$5,000 on average, possibly higher depending on the silent auction items and donations taken in at the event.

The educational outreach programs with GLNMM and the proposed Southern Exposure Renewable Energy education plan are the burden of those organizations and we do not anticipate any significant expenses with those activities. MLC would supply the information and photographs to assist in these efforts, mostly in digital format at no cost.

MLC has received a letter of support from the City of Muskegon for our application for obtaining ownership of the lighthouses. The City will offer what advice and help they can to assist in our efforts when needed. The Cities staff will help review plans and sign off on grant applications that are only obtainable through a municipality. This will be of great financial benefit to MLC. We do not yet know what amount of funding this will yield.

It is difficult to estimate annual maintenance costs before a Condition Assessment Report has been completed, but it is estimated that initial annual maintenance expenses will be approximately \$1,000, with an additional \$500 in transportation costs to Muskegon and \$1,300 in insurance costs. It is estimated that roughly \$500 in additional support costs will be incurred on an annual basis for general expenses including postage, long-distance phone coverage, printing costs, and other miscellany. That makes total annual maintenance and support expenses of approximately \$3,300. This money will be raised through a variety of avenues including donations and from general support. Line-item capital improvements for the light station will be paid for separately, as needed, through specified fundraising efforts.

Once the Condition Assessment Report is completed, funds will be raised from the sources listed above to embark on fundraising for the restoration, renovation and exhibit projects referred to in the preservation and maintenance plan.

It should also be noted that approximately \$4,500.00 has already been invested by MLC in researching the history of the Muskegon lighthouses, securing a consulting engineer, obtaining architectural and engineering drawings, archival photos, and transportation to and from the site.

MLC's only other commitment financially is the restoration of a 1909 USLSS lifeboat. This funding is separate from anything lighthouse related and is its own dedicated project. No funds are intermixed between the lighthouse side and the USLSS side.

With the countries current economic crisis, it is difficult to determine what might happen with our fund raising efforts in the near future. If for some reason the necessary funds cannot be raised and it is determined that MLC's efforts are not prevailing, MLC intends to mothball the lighthouses until funding can be secured. If funding cannot be secured after a period of time, MLC will contact the National Park Service and put the lighthouses back into the NLHPA process and assist in finding another steward for the lights.

The fund raising and grant ideas are so numerous that they cannot all be mentioned here. What must be understood is that we know what the estimated full restoration costs are and we intend to raise the necessary funds to accomplish that as well as the regular maintenance of the lights.

MANAGEMENT PLAN

The Michigan Lighthouse Conservancy (MLC) is an IRS registered 501(c)3 nonprofit corporation whose mission is to promote the preservation of Michigan's lighthouses and lifesaving station structures and the artifacts associated with them. MLC works to help restore lighthouse and light-saving structures and create museum exhibits and or suggest other appropriate reuses of these properties. MLC has acquired an extensive collection of historically significant lighthouse artifacts that have been preserved and are used in portable public displays. MLC has also developed a comprehensive historically accurate website dedicated to all the historic light stations in the state of Michigan.

MLC has an established a board of directors, and currently is governed by a president, Jeff Shook; a vice president, Chris Baron; a secretary and treasurer, Lindsay Sessink, and one other director Brady Ferron, all of whom serve as board members for MLC. The board members have developed a succession plan in the event that Jeff Shook is no longer willing or able to carry on as the president and chairman. The plan states that in such a case, the board will call a special meeting where one board member will be appointed as the interim chairman and president until a search for a replacement can be conducted. The Michigan Lighthouse Conservancy is the entity applying for conveyance of the both the Muskegon South Pierhead and South Breakwater Lights in this application, and if this conveyance application is accepted, would be the only entity listed on the deed. Michigan Lighthouse Conservancy is not a membership organization, but has 32 active donors on its list.

MLC is not seeking additional board members, but intends to organize a Friends of the Muskegon Lighthouses group of people to help manage local operations starting with the GLNMM. The Community Foundation of Muskegon also will be consulted for their expertise and assistance. These organizations should also provide assistance should MLC have key personnel leave the organization.

Please find attached to this application in the (Appendix 13), letters of support from the following entities: The City of Muskegon, Mayor Stephen J. Warmington; US Department of Commerce - National Oceanic and Atmospheric Administration, Office of Oceanic and Atmospheric Research, Great Lakes Environmental Research Laboratory, Marine Superintendent Dennis Donahue; and Great Lakes Lighthouse Keepers Association, Executive Director Terry Pepper. Great Lakes Naval Memorial and Museum, Executive Director Brian Hughes; and Southern Exposure Renewable Energy Company, James W. Bates are all included here for reference.

ENVIRONMENTAL QUESTIONNAIRE

1: Please describe the specific property that will be directly affected in terms of its current use and proposed use. If the land is in a natural state, please provide a brief description with respect to plant and animal life.

Both lighthouses sit on top of pier structures as part of the entrance to Muskegon Lake from the Lake Michigan side. The light towers footprints are the only property that is included in the deeding process, therefore there is no additional surrounding land affected in reference to this property.

2. Describe the surrounding area. Is it primarily residential, industrial, agricultural, etc.? Is the property in a rural, urban, or suburban area? Has the area been formally zoned for specific uses? Please provide a map of the immediate area covering approximately one square mile.

Both lighthouses on their western exposure are surrounded by the waters of Lake Michigan and the attendant pier structures of the Army Corps of Engineers. Both southern exposures are sandy beaches adjacent to the 27 acre City of Muskegon Pere Marquette Park. There is a concession stand and restrooms located in the park between the piers for each light. The northern exposure for the lights is the protected

harbor and channel entrance into Lake Muskegon. The western exposure to the Pierhead light is the current US Coast Guard facility and the NOAA Lake Michigan Field Station. Cottages and lake-view homes are situated along the park road. The area could be described as a seasonal resort type area.

3. If the proposed action is in a floodplain or affects a floodplain, please list all pertinent restrictions (with citations) on land use under Federal, State and local laws and regulations, and any actions the Applicant proposes to mitigate foreseeable adverse effects.

The proposed action is not in a floodplain. The structures are above an existing flood plain atop the Army Corps of Engineers pier structures.

4. Will the proposed action directly or indirectly affect a wetland.

No they will not.

5. Will the proposed action have a direct or indirect effect on any Federally or State-listed endangered species? If so, please describe any impacts as well as any actions the Applicant proposes in order to mitigate foreseeable adverse effects.

There are no endangered species to be effected either directly or indirectly.

6. Is it reasonably foreseeable that the proposed activity will have a direct or indirect effect on natural resources, land uses, or water uses in a coastal zone? If so, describe how the Applicant will comply with the State's enforceable and mandatory coastal zone policies. Please describe any impacts as well as any actions the Applicant proposes in order to mitigate foreseeable adverse effects.

There are no foreseeable impacts on the natural resources, land or water in a coastal zone.

7. Approximately how many visitors will be introduced to the area on a daily basis during operations? Approximately how many vehicles will be introduced into the area on a daily basis as a result of the operation of the facility? Will there be any identifiable increased traffic in the surrounding area as a result of the proposed use of the property?

Since both pier lights have had public access to the exteriors for some time now, the number of visitors anticipated should remain about the same. We do not have any records to indicate pedestrian traffic. With the introduction in 2008 of the Maritime Heritage Trail from the Great Lakes Naval Memorial and Museum to the South Pierhead Light, an increase in visitor traffic **should be anticipated for 2009, but the impact is unknown at this time.** Fishermen, walkers, beachgoers and lighthouse enthusiasts alike will continue to visit regardless of the Maritime Heritage Trail.

8. How much water will the Applicant use on the property in a normal day? What system will provide the water? (Name and address of system?) How much sewage will the applicant generate on a daily basis? Will the sewage be handled by a sewage treatment facility? If so, please provide the name and address of the system.

There is no running water or sewage demand, as there are no facilities on site.

9. Will the proposed use of the property likely result in the use, storage, release and/or disposal of toxic, hazardous, or radioactive materials, or in the exposure of people to those materials? If so please describe these proposed activities.

The site uses no hazardous, toxic, radioactive or other hazardous materials. The only possible exposure to any material is during maintenance cycles that include painting the structures on a periodic basis. Lead-based paint may exist on the property, though that cannot be confirmed at this time. Any hazardous

materials that are found will be disposed of under the state guidelines according to the Michigan Department of Environmental Quality.

10. Will the proposed use of the property destroy or decrease access to any known or potential archeological sites?

There are no existing or known archeological sites in this area.

11. Will the proposed use of the property violate or require variance from any Federal, Tribal, State or local laws pertaining to the visual environment, odors, public health, and noise?

We have no plans or intentions to apply for variances that would adversely affect any surrounding property via odor, visual impact, sound, etc. The current use is no in violation of any existing Federal, Tribal, State or local laws, and we anticipate no change in use.

12. Will the proposed use of the property violate or require a variance from any Federal, Tribal, State or local laws pertaining to land, air or water pollution or land use?

The proposed use does not violate any existing Federal, Tribal, State or local laws pertaining to land, air or water pollution or land use. The current use is not in violation of any such laws, and no variances have been required, and we do not anticipate any change from the existing use.

Name of preparer: Jeff Shook

Qualifications of the preparer: President, Michigan Lighthouse Conservancy

Contact information including mailing address, telephone number, fax number and email:

Standard mail:	Next Day Air Packages
Michigan Lighthouse Conservancy	NLB Corporation
PO Box 973, Fenton, Michigan 49430	29830 Beck Rd.
248.624.5555 (daytime phone)	Wixom, MI. 48393
248.926.4350 (daytime fax)	
<u>Rescuetwo@aol.com</u> (email)	

**REAL ESTATE OUTGRANT APPLICATION
FOR USE OF AND/OR CONSTRUCTION ON FEDERAL REAL PROPERTY
U.S. ARMY CORPS OF ENGINEERS, GREAT LAKES REAL ESTATE OFFICE
BUFFALO, CHICAGO, AND DETROIT DISTRICTS**

The following application must be submitted in order for an applicant to be formally considered for approval for use of and/or construction on Federal real property under the jurisdiction of the U.S. Army Corps of Engineers' (USACE) Buffalo, Chicago, or Detroit Districts. Examples of Federally owned real property may include, but are not limited to, the following items: navigation structures, locks, dams, lands, and/or buildings, etc.

1. The applicant must submit this completed application by e-mail to Andrew.M.Shelton@usace.army.mil and by regular mail to the attention of the: Great Lakes Real Estate Office, (M&D Staff), U.S. Army Corps of Engineers, 477 Michigan Avenue, Detroit, Michigan, 48226. All proposed requests should include the following information:

a. **Applicant's name and title:**

b. **Name of agency or entity that the applicant is associated with:**

c. **Applicant's mailing address, phone number(s), and e-mail address:**

d. **Name and location (city/county/state) of the Federal project being used or constructed on for this proposal:**

e. **Describe the proposed work to be performed, or manner of use of the Federal project, in detail. Include a location map to show where in the Federal project work or usage is proposed to occur. Also, include plan view and cross sectional view drawings of the proposal (if applicable):**

f. **This proposal is: Existing _____ Proposed _____**
(Please note: If existing, this request is for after-the-fact permission; if this request is not approved, existing improvements may have to be fully removed and restored, or modified.)

g. **Describe the purpose or reason for requesting to use or construct improvements on the Federal project (why the proposed use must take place on government real property):**

h. **Describe how the Federal project will be used or constructed on. Include photos of the Federal project area(s) to be used or constructed on (if appropriate). If ground disturbance is involved, include the dimensions and extent:**

i. **Indicate the approximate timeframe that the proposed construction or usage is to be accomplished. If the construction or usage has already been completed onsite, please indicate the timeframe that this was completed if requested after-the-fact:**

2. Construction and/or usage shall not begin until written approval is obtained in the form of a Department of the Army real estate outgrant agreement from the Corps. Upon completion of the review of the applicant's request, the Corps' Great Lakes Real Estate Office will provide an unsigned copy of the real estate outgrant agreement to the applicant, proffering tentative approval of the proposed project. The outgrant will be signed by the applicant first,

**REAL ESTATE OUTGRANT APPLICATION
FOR USE OF AND/OR CONSTRUCTION ON FEDERAL REAL PROPERTY
U.S. ARMY CORPS OF ENGINEERS, GREAT LAKES REAL ESTATE OFFICE
BUFFALO, CHICAGO, AND DETROIT DISTRICTS**

followed by countersignature from the Corps. If the outgrant proposal is denied or requires modification, the reason(s) will be provided. Real estate outgrants include: licenses, leases, easements, consent to easements, and real estate permits (to other Federal agencies).

Please be aware that most outgrants require the purchase of liability insurance, or a statement of self insurance, and most outgrants also require the payment of fees to cover the administrative expenses incurred by the Corps resulting from the review and processing of real estate outgrant agreements.

3. Additional comments by the applicant, (optional):

4. Signature Blocks:

Applicant:

Name of applicant's organization or agency

Printed name of applicant's representative

Signature of applicant's representative date signed

Agent, Sponsor, or Third Party Stakeholder, (if applicable):

Name of organization or agency

Printed name of representative

Signature of representative date signed

**REAL ESTATE OUTGRANT APPLICATION
FOR USE OF AND/OR CONSTRUCTION ON FEDERAL REAL PROPERTY
U.S. ARMY CORPS OF ENGINEERS, GREAT LAKES REAL ESTATE OFFICE
BUFFALO, CHICAGO, AND DETROIT DISTRICTS**

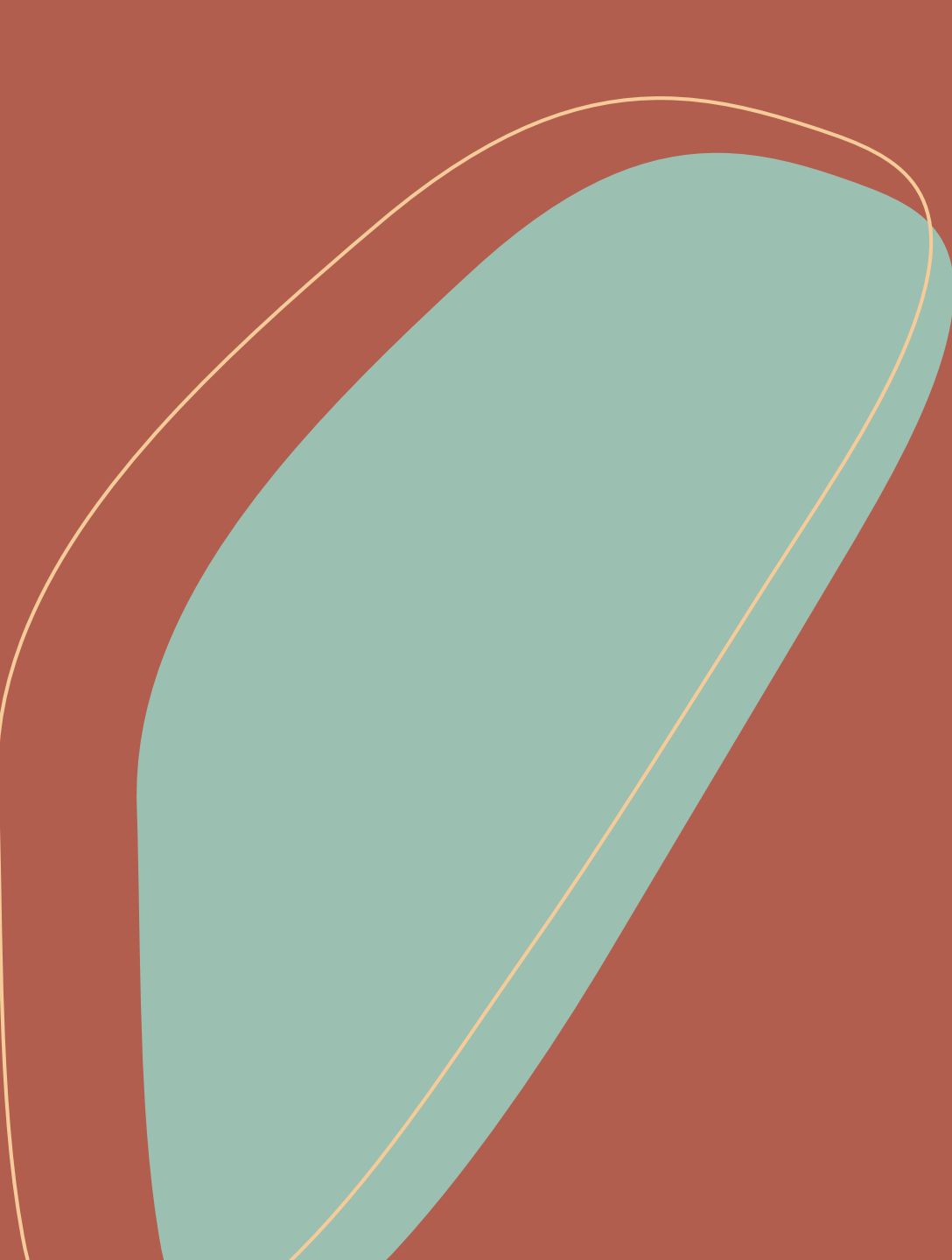
*** Please note: This document is an application form only, it is not approval to perform the work or to use Federal real property. A formal real estate outgrant agreement, to be signed by both the applicant and the Corps, will be issued if the use of and/or construction on Federal real property is approved. ***

(Application last updated on 2022Oct7 by SSS.)

City of Muskegon

Lighthouse Acquisition
Update





Recap Since Last Update

- Presentation to gain support of project was given at March 2023 Work Session. Support was given with request of further detail.
- We've done further research and can now provide a larger scope of taking on the project

Current status of Muskegon's Lighthouses

Both the South Break Wall and South Pierhead Lighthouses are owned and maintained by the Michigan Lighthouse Conservancy (MLC) of Fenton, MI

The MLC has a lease through 2035 with the U.S. Army Corps of Engineers for use of the break wall and pierhead.

The MLC is not in a position to continue its ownership and stewardship of the Muskegon Lighthouses and has asked the City of Muskegon to take ownership and maintenance.



Process of transferring the Muskegon Lighthouses to the City

- The City of Muskegon would need to update the 2010 MLC application to the National Parks Service under the National Lighthouse Preservation Act.
- The application process could take up to a year to complete.
- Lighthouse deed transfers from the MLC to the city would then necessitate a new U.S. Army Corps of Engineers 25-year lease for the break wall and pierhead.

South Break Wall Lighthouse Renovation

- The MLC and the city would need to partner to launch a phased renovation of the South Break Wall Lighthouse as the transfer process continues
- The MLC is exploring with city assistance the first phase of the renovation, the restoration of the base and plans for complete restoration in future phases.
- The city has fiduciary responsibility for an \$800,000 state appropriations through a Michigan Economic Development Corp. grant for the South Break Wall Lighthouse restoration.
- \$400,000 of the grant has been deposited with the city and the grant agreement provides a 10 percent administrative fee (\$80,000) for the city.





Future city maintenance and liability

- Other municipalities along the Lake Michigan shoreline indicate that cost for upkeep of their lighthouses vary from year to year but a consensus is that the costs are on average \$10,000 annually. The Lighthouses could become part of the Parks and Recreation Department supported by the Department of Public Works.
- The city could fund such future expenses through potential donation options from the Pere Marquette parking kiosks, a dedicated fund at the Community Foundation for Muskegon County and/or revenues generated from tours and a gift shop.
- The entire South Break Wall restoration could be as much as double amount of the state funding. Completing all phases of restoration would take a private, philanthropic campaign through a potential project development fund at the community foundation.



Need for a Friends of the Muskegon Lighthouses group

- The city would need to encourage and support the formation of a local friends of the lighthouses non-profit, with or without the support of the MLC.
- Such a group would provide tours, historical interpretation, a gift shop and support for fundraising activities. Past efforts have raised about \$10,000 a year.
- The Lakeshore Museum Center is willing to offer technical support from its staff for tours and historical and educational activities of a friend's group.

What's Next?

Motion to formally endorse the South Breakwater Lighthouse Acquisition Project due diligence process, and to direct staff to return to the City Commission for final approval of purchase

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 9, 2023		Title: Sale of 909 Washington Avenue	
Submitted By: Hope Griffith		Department: Planning Dept.	
Brief Summary: Staff is seeking authorization to sell the City owned vacant lot at 909 Washington Avenue to Aleschia Loughridge.			
Detailed Summary & Background: Ms. Loughridge would like to purchase the City owned buildable lot at 909 Washington Ave. for \$3,675 (75% of the True Cash Value of \$4,900) plus half of the closing costs and the fee to register the deed. Ms. Loughridge will be constructing a single-family home on the property.			
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types.			
Amount Requested: N/A		Amount Budgeted: N/A	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: Authorize the Code Coordinator to complete the sale of 909 Washington Ave., as described in the attached purchase agreement and to have the Mayor and Clerk sign the purchase agreement and the deed.			
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒	
For City Clerk Use Only: Commission Action:			

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Agreement") is made April 24, 2023 ("Effective Date"), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and **Aleschia Loughridge**, of 946 Boardwalk Cove Dr., Muskegon, Michigan 49441 ("Developer"), with reference to the following facts:

Background

A. Developer proposes to purchase and develop one (1) vacant property owned by City which is located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit A** (each property individually, a "Parcel" and collectively "Project Property").

B. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Property. Developer intends to develop on the Project Property one (1) single-family house. (the "Project").

Therefore, for good and valuable consideration, the parties agree as follows:

1. **Sale and Purchase of Project Properties.** City agrees to sell to Developer, and Developer agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Project Property, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Property shall be \$3,675, which shall be paid in cash or other immediately available funds at Closing (defined below) less the \$400 deposit that the Developer has paid to the City of Muskegon.

Pursuant to Paragraph 3(b) below, the parties acknowledge and agree that Developer shall be eligible to be reimbursed all or a portion of the purchase price for the Parcel upon the completion of certain design standards as further described herein.

3. **Construction and Development Requirements.**

a. **Construction Dates.** The parties acknowledge and agree that Developer shall have a period of eighteen (18) months from the date of Closing to complete the Project ("Construction Period"), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

b. **Construction Details; Purchase Price Reimbursement.** Developer's construction and development of the Project Properties shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for the Project Properties upon Developer's satisfaction of the following design standards for each single-family home it constructs on the Project Properties:

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	20%
Picture or bay window	20%
Alley-loaded parcel	20%
Shutter or other acceptable window treatments	20%
Underground Sprinkling	20%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 909 Washington Avenue, Developer would be reimbursed \$2,205.00, which is 60% of the \$3,675 purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire purchase price for this Parcel.)

4. ***Right of Reversion.*** Notwithstanding anything herein to the contrary, and as security for Developer's obligation to commence and complete construction of a single-family house on each of the Project Properties, the quit claim deed conveying the Project Properties to Developer shall contain a right of reversion in all of the Project Properties ("City's Reversionary Right"), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to all of the Project Properties shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to the Parcel of the Project Property and beginning installation of the approved single-family home.

b. Developer does not complete construction of the Project Property prior to expiration of the Construction Period, in which case title to any of the Project Properties that are not complete by the end of the Construction Period shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(b), completing construction means the issuance of an occupancy permit by City for the Project Property. Provided, however, the parties agree to reasonably negotiate an extension of the Construction Period up to a period of six (6) months for the Project Property that have a completed foundation before the expiration of the initial Construction Period.

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to the Project Property, as the case may be. To exercise City's Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to the Project Property, as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

In addition, if the Project Property revert to City, City may retain the purchase price for such Project Property free and clear of any claim of Developer or its assigns. In the event of reversion of title of the Project Property, improvements made on such Project Property shall become the property of City. In no

event shall the Project Property be in a worse condition than upon the date of Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

5. **Title Insurance.** Within five (5) days after the Effective Date, Developer shall order a title commitment for an extended coverage ALTA owner's policy of title insurance issued by Transnation Title Agency (the "Title Company") for the Project Property in the amount of the total purchase price for the Project Property and bearing a date later than the Effective Date, along with copies of all of the underlying documents referenced therein (the "Title Commitment"). Developer shall cause the Title Company to issue a marked-up commitment or *pro forma* owner's policy with respect to the Project Property at the Closing naming Developer as the insured and in form and substance reasonably satisfactory to Developer, but subject to Permitted Exceptions (defined below). As soon as possible after the Closing, Developer shall cause the Title Company to furnish to Developer an extended coverage ALTA owner's policy of title insurance with respect to the Project Property (the "Title Policy"). City shall be responsible for the cost of the Title Policy; provided, however, Developer shall be solely responsible for the cost of any endorsements to the Title Policy that Developer desires.

6. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to the Project Properties. If objection to the title is made, City shall have seven (7) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections. If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

7. **Property Taxes and Assessments.** City shall be responsible for the payment of all real estate taxes and assessments that become due and payable prior to Closing, without proration. Developer shall be responsible for the payment of all real estate taxes and assessments that become due and payable after Closing, without proration.

8. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Property, and Buyer or its surveyor or other agents may enter any of the Project Property for that purpose prior to Closing. If no survey is obtained, Developer agrees that Developer is relying solely upon Developer's own judgment as to the location, boundaries, and area of the Project Property and improvements thereon without regard to any representations that may have been made by City or any other person. In the event that a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, City shall have the option of affecting a remedy within seven (7) days after disclosure, or terminate this Agreement. Developer may elect to purchase the Project Property subject to said encroachment or variation.

9. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Property within thirty (30) days after the Effective Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason,

Developer shall notify City in writing of Developer's prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

10. **Condition of Project Property.** City and Developer acknowledge and agree that the Parcel in the Project Property is being sold and delivered "**AS IS**", "**WHERE IS**" in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value, nature, quality, or condition of any of the Project Property, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project Property for any or all of Developer's activities and uses; (iii) the compliance of or by the Project Property with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project Property; (v) existence in, on, under, or over the Project Property of any hazardous substances; or (vi) any other matter with respect to the Project Property. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project Property pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project Property and not on any information provided to or to be provided by City (except as specifically provided in this Agreement). If the transaction contemplated herein closes, Developer agrees to accept the respective Project Property acquired by Developer and waive all objections or claims against City arising from or related to such Project Property and any improvements thereon except for a breach of any representations or warranties or covenants specifically set forth in this Agreement. In the event this transaction closes, then subject to City's express representations, warranties, and covenants in this Agreement, Developer acknowledges and agrees that it has determined that the respective Project Property it has acquired and all improvements thereon are in a condition satisfactory to Developer based on Developer's own inspections and due diligence, and Developer has accepted such Project Property in their present condition and subject to ordinary wear and tear up to the date of Closing. The terms of this Paragraph shall survive the Closing and/or the delivery of the deed.

11. **Developer's Representations and Warranties of Developer.** Developer represents, covenants, and warrants the following to be true:

a. **Authority.** Developer has the power and authority to enter into and perform Developer's obligations under this Agreement.

b. **Litigation.** No judgment is outstanding against Developer and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Developer, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

c. **Bankruptcy.** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Developer or any of Developer's assets or properties, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

12. **Conditions Precedent.** This Agreement and all of the obligations of Developer under this Agreement are, at Developer's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:

a. **Performance.** The obligations, agreements, documents, and conditions required to be signed and performed by City shall have been performed and complied with before or at the date of the Closing.

b. **City Commission Approval.** This Agreement is approved by the Muskegon City Commission.

13. **Default.**

a. **By Developer.** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within ten (10) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. **By City.** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within ten (10) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

14. **Closing.**

a. **Date of Closing.** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than 60 days from the City Commission's approval of the sale ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

b. **Costs.** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Developer shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's Title Policy, provided that Developer shall pay for any and all endorsements to the Title Policy that Developer desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Developer shall pay for the cost of recording the deed; and (v) Developer and City shall each pay one-half of any closing fees charged by the Title Company.

c. **Deliveries.** At Closing, City shall deliver a quit claim deed for the Project Properties and Developer shall pay the purchase price. The quit claim deed to be delivered by City at closing shall include the City Right of Reversion described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

15. **Real Estate Commission.** Developer and City shall each be responsible for any fees for any real estate agents, brokers, or salespersons regarding this sale that it has hired, but shall have no obligation as to any fees for any real estate agents, brokers, or salespersons regarding this sale that the other party has hired.

16. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid.

The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

To City: City of Muskegon
Attn.: LeighAnn Mikesell, Deputy City Manager
933 Terrace Street
Muskegon, MI 49440

w/ copy to: Parmenter Law
Attn.: John C. Schrier
601 Terrace Street, Suite 200
Muskegon, MI 49440
Email: john@parmenterlaw.com

To Developer: Aleschia Loughridge
946 Boardwalk Cove Dr.
Muskegon, MI 49441
Email: loughridge2@live.com

17. **Miscellaneous.**

a. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the state of Michigan.

b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

c. **Amendment.** This Agreement shall not be modified or amended except in a subsequent writing signed by all parties.

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

e. **Counterparts.** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document.

f. **Full Execution.** This Agreement requires the signature of all parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.

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

h. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and

enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

i. **No Reliance.** Each party acknowledges that it has had full opportunity to consult with legal and financial advisors as it has been deemed necessary or advisable in connection with its decision to knowingly enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party other than those expressly set forth in this Agreement.

j. **Assignment or Delegation.** Except as otherwise specifically set forth in this Agreement, neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

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

This Agreement is executed effective as of the Effective Date set forth above.

CITY:

DEVELOPER:

CITY OF MUSKEGON

ALESCHIA LOUGHRIDGE

By: _____
Name: Ken Johnson
Title: Mayor
Dated: _____

By: 
Name: Aleschia Loughridge
Dated: April 25-25

By: _____
Name: Ann Marie Meisch
Title: City Clerk
Dated: _____

Exhibit A

The following described premises located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 BLOCK 478.
909 Washington Ave. – Parcel # 61-24-205-478-0004-00
Price: \$3,675.00

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 9, 2023		Title: Gaming Resolution
Submitted By: Ann Meisch, Clerk		Department: City Clerk
Brief Summary: Muskegon Pride is requesting Recognition as a non-profit in the City of Muskegon for the purpose of obtaining charitable gaming licenses for raffles to raise money.		
Detailed Summary & Background:		
Goal/Focus Area/Action Item Addressed: Action Item 2022 – 1.4 Proceed with events and activities		
Amount Requested: n/a	Amount Budgeted: n/a	
Fund(s) or Account(s):	Fund(s) or Account(s):	
Recommended Motion: To approve the request from Muskegon Price to be recognized as a non-profit operating in the City of Muskegon for the purpose of obtaining a charitable gaming license.		
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 9, 2023	Title: Electric Demand Response Agreements
Submitted By: Dan VanderHeide	Department: DPW
Brief Summary: Consumers Energy has provided contracts for the water filtration plant, City Hall, and the Central Fire Station that allows them to suspend electrical service under certain peak conditions at which time these facilities would operate under generator power.	
Detailed Summary & Background: Consumers Energy would retain the right to suspend electrical service to the Water Filtration Plant, City Hall, and Central Fire Station under certain peak conditions. These occurrences are limited to five (5) occurrences annually each not to exceed 4 hours. Consumers Energy will compensate the City for enrollment in this program. Staff has reviewed the contract and confirmed generator capacity to ensure compliance with the agreement. Staff is recommending the 2 year option, which includes a combined annual payment in the amount of up to \$20,000 in year one of the agreement, and up to \$22,500 in year two.	
Goal/Focus Area/Action Item Addressed: Foster strong ties among government and community agencies, and Sustainability in financial practices and infrastructure.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize staff to enter into agreements with Consumers Energy for Demand Response at the Water Filter Plant, City Hall and Central Fire Station for a period of 2 years.	
Approvals: Immediate Division Head ☒ Other Division Heads ☒	Legal Review Information Technology ☒ Communication ☒ Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:	



2024 EMERGENCY WITH GENERATOR COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT

Customer and Consumers Energy are referred to herein collectively as the "Parties" and each individually as a "Party" to this Agreement.

Effective Date of Agreement: June 1, 2024
(Month/Day/Year)

Company:
CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:
CITY OF MUSKEGON
(Legal Name)

ONE ENERGY PLAZA
JACKSON MI 49201-2357

770 TERRACE ST
(Street & Number)

MUSKEGON, MI 49440
(City, State & Zip Code)

- 1. Initial Term:** Shall commence on June 1, 2024 and shall run through (select one):
☐ **May 31, 2025 (1 year)**
☒ **May 31, 2026 (2 year)**
- 2.** This Agreement will become effective on the date identified above and will extend for an Initial Term through the end date identified above. The Customer must notify Consumers Energy Company ("Consumers Energy" or the "Company") by September 1st in the final year of the Initial Term of their desire to renew participation in the Demand Response Program ("Program") through the execution of a new Program Agreement and the amount of reduction/nomination kW for the following Program Period (June 1 through August 31st). Customer participation under this Agreement shall be based on the limitations, terms and eligibility as described in the Company's Program and the Company's Electric Rate Book, as approved by the Michigan Public Service Commission.
- 3. Program Description.** Participants in the Program help reduce peak demand when energy use is the high and maintain a ready supply of energy for Michigan. Participants will receive an annual Emergency Capacity Payment for the Delivered Capacity amount specified in this Agreement within sixty (60) days after August 31st, the effective date of the DR season.
- 4. Administration Solutions.** Customer agrees to work with Consumers Energy to develop an appropriate energy reduction plan for Customer's business; and (ii) to provide Consumers Energy access and use of contact, billing and energy usage data, and facility information concerning each Site Address (as defined below) ("Customer Data"). Consumers Energy shall manage Customer's curtailable electrical capacity in the Program and upon notification by Consumers Energy and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events"); and enable data transfer, monitoring and reporting of meter data and provide technical assistance, maintenance, repair and hosting of the Monitoring System. In addition, as necessary, Consumers Energy will coordinate with Customer to capture kilowatt-hour ("kWh") pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.
- 5. Monitoring System.** Consumers Energy may equip one or more of Customer facility addresses (each address is referred to as a "Site Address") as identified on the Site Address Attachment attached hereto with the Monitoring System, which includes site devices owned by Consumers Energy that can enable power metering, data collection,

near real-time data communication, and Internet-based reporting and analytics. There shall be no cost to the Customer associated with the Monitoring System equipment or installation of the Monitoring System equipment.

6. Customer Support Requirements.

- a. **Representations and Warranties.** Customer holds all applicable licenses and/or permits pursuant to the Agreement that are required for the proper participation in the Program.
- b. **Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Contracted Capacity (as defined below) at each Site Address when notified by Consumers Energy Demand Response Events.
- c. **Acceptance Testing.** At each Site Address where the site devices are installed, Customer agrees to collaborate with Consumers Energy in a timely manner in testing, enabling and maintaining the Monitoring System.
- d. **Energy Reduction Plan.** Customer must provide to Consumers Energy their Energy Reduction Plan describing the equipment and steps that will be taken to meet their curtailment nomination.

Program Rules. The terms of this Agreement reflect the current Program terms and conditions, which may be amended from time to time by Consumers Energy. Amendments are mutually agreed between the parties and recorded as an amendment or eliminate "which may be amended from time to time by Consumers Energy".

- 7. The current terms are summarized below:

Program Availability	During the Program period of June 1 – August 31, emergency events could be called at any time Monday through Friday between 11 am and 7 pm in response to Midcontinent Independent System Operator, Inc. ("MISO") reliability emergencies ("Emergency Event(s)"). Customer is required to participate in any Emergency Event called by MISO.
Event Frequency and Duration	<u>Emergency Events</u> – Up to five (5) events during the Program Period, up to four hours each.
Advanced Notification	<u>Emergency Events</u> – Customer will receive at least a thirty (30) minute but no more than a six (6) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour timeframe for planning purposes.
Dispatch Readiness Test	After Customer's Energy Reduction Plan has been reviewed by Consumers Energy and Customer's site installation has been completed, Customer will receive an email from Consumers Energy asking Customer to select a date to participate in a thirty (30) minute Dispatch Readiness Test of Customer's Energy Reduction Plan. The Dispatch Readiness Test is optional to the Customer but recommended by Consumers Energy.
Audit	Consumers Energy may call one (1), one-hour audit ("Audit") per Program Period to confirm Contracted Capacity (as defined below). If called, this audit is required as the Customer's program payment will be determined by performance during the Audit event and the Customers Delivered Capacity (as defined below).
Online Portal	Customer may have access to an online portal "Dashboard" where Customer can monitor their performance during both an Emergency and Economic Event. Portal will be activated before the season starts on June 1.

8. Customer capacity.

a. **Contracted Capacity.** For purposes of this Agreement, "Contracted Capacity" shall represent the Customer's performance obligation (in kilowatts ("kW")). The Contracted Capacity shall be based on an analysis of Customer's prior summer consumption data, their Energy Reduction Plan and pre-enrollment load reduction testing.

b. Delivered Capacity.

- a. For purposes of this Agreement, an event's "Delivered Capacity" shall be defined as the amount of load in kW reduced for each hour in a Demand Response Event. Delivered Capacity for each event hour is calculated as the difference between the measured energy demand and the baseline energy demand. Consumers Energy will use a MISO-approved baseline calculation method. MISO's default baseline is the Ten-Day Baseline. The Ten-Day Baseline is calculated as the average hourly demand from the previous ten (10) non-weekend non-holiday non-event days prior to the event. Customer is required to reduce the full amount specified as Contracted Capacity for the hourly average of an emergency event. Consumers Energy, at its discretion, can make an adjustment to the baseline determined by the M&V Method of plus or minus 20% based on the energy usage three hours prior to the beginning of the Emergency Event. An alternative baseline may be used, so long as it is pre-approved by MISO. If no Emergency Event is called, the Delivered Capacity will revert to the Contracted Capacity for the DR season. In a Program Period with multiple Emergency Events, the Delivered Capacity will be based on the Customers average event performance during the terms of this Agreement.

9. **Environmental.** In order for the engine to be considered an emergency stationary engine under 40 CFR Part 60 Subpart III, 40 CFR Part 60 Subpart JJJ and/or 40 CFR Part 63 Subpart ZZZZ any operation other than emergency operation, maintenance and testing, emergency demand response, and operation in non-emergency situations for up to 50 hours per calendar year, as described in the applicable regulation(s), is prohibited. If Customer does not operate the engine according to these requirements, the engine will not be considered an emergency engine and must meet all requirements for non-emergency engines in the applicable regulations.

Emergency Demand Response Events per this contract are considered non-emergency situations (not to exceed 50 hours per calendar year). Power supplied as part of a financial arrangement with Consumers Energy must meet all of the following conditions:

- a. The engine is dispatched by the local balancing authority or local transmission and distribution system operator.
- b. The dispatch is intended to mitigate local transmission and/or distribution limitations so as to avert potential voltage collapse or line overloads that could lead to the interruption of power supply in a local area or region.
- c. The dispatch follows reliability, emergency operation or similar protocols that follow specific NERC, regional, state, public utility commission or local standards or guidelines.
- d. The power is provided only to the facility itself or to support the local transmission and distribution system.
- e. The owner or operator (Customer) identifies and records the entity that dispatches the engine and the specific NERC, regional, state, public utility commission or local standards or guidelines that are being followed for dispatching the engine. The local balancing authority or local transmission and distribution system operator may keep these records on behalf of the engine owner or operator.
- f. The owner or operator (Customer) is responsible for all EPA reporting requirements. Customers who do not comply with EPA reporting may be removed from the program at Consumers Energy's discretion.

10. Payments to Customer.

- a. **Emergency Capacity Payments.** For a single year contract, the capacity payment price is \$25/kW. For a two (2) year contract, year one (1) the capacity payment price is \$27/kW and the year two (2) capacity price is \$30/kW. Delivered Capacity capped at 250% per Program Period as defined in section 8(b). Consumers Energy will pay Customer the Capacity Rate multiplied by the Delivered Capacity.
- b. **Emergency Event Energy Payments.** In Program Periods when one or more Emergency Events are called, Consumers Energy will pay Customer an energy payment of \$50/MWh multiplied by the event's Delivered Capacity multiplied by the hours for each such event as defined in section 8(b) above.
- c. **During Non-Program Periods.** Consumers Energy may call one or more Emergency Events. The customer is under no obligation to participate. If they choose to participate, they will be paid \$1000/MWh multiplied by the event's average Delivered Capacity delivered during the event. Delivered Capacity is capped at customers contracted nomination.

11. Payment Timing. After an Emergency Event and Customer's Delivered Capacity has been verified, Consumers Energy shall make Emergency Event Energy Payments for Customer's participation by the issuance of credits to the Customer's bill. The Emergency Capacity Payment will be made within sixty (60) days after August 31st, the effective end date of the DR season.

12. Cancellation. Customer or Consumers Energy may cancel this Agreement or request to amend nomination(s) for the next Program Period between October 1 – December 31, prior to the start of the next Program Period. Requests to amend nomination(s) shall be granted at the Company's discretion and shall only apply to the next Program Period. Cancellation requests must be submitted in writing to:
ConsumersEnergy.DemandResponseProgram@cmsenergy.com. The customer will be notified by Consumers Energy if they cancel or are removed from the program.

13. Confidentiality.

- a. **Nondisclosure to Third Parties.** In performing under the Agreement, each Party to this Agreement will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (w) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; (x) any information concerning the business relationship between the Parties; and (y) Customer Data.
- b. **Exclusions from Confidential Information.** Notwithstanding the obligations in Section 13(a) above, Confidential Information does not include any information that:
 - i. is or becomes generally known to the public without breach of any obligation owed to the disclosing Party;

- ii. was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party;
- iii. is received from a third party without the receiving party having any knowledge of any breach by such third party of any obligation owed to the disclosing Party; or
- iv. was independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Information.

14. Limitation of Liability. Consumers Energy's and its contractors' and subcontractors' liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000 or the total amounts paid by Consumers Energy under the Agreement, whichever is less. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

15. Additional Terms.

- a. Customer also agrees, with respect to Consumers Energy's management of the Monitoring System, it:
 - i. receives a limited, revocable, non-transferrable and non-exclusive right to use and access during the Term the Monitoring System and shall use the Monitoring System solely for its internal use subject to the terms of the Agreement and not for the benefit of any third party. Except as expressly permitted in the Agreement, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Monitoring System or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise;
 - ii. shall use the Monitoring System in accordance with all applicable law;
 - iii. shall not and shall prohibit causing or permitting, the copying, reverse engineering, disassembly, decompilation or attempting to derive the source code of the Monitoring System, or other intellectual property of Consumers Energy or creation of any derivative work thereof;
 - iv. expressly disclaims any passing of title to the Monitoring System, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property of Customer;
 - v. shall not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks from the Monitoring System and to use reasonable care to prevent the Monitoring System and Consumers Energy's intellectual property rights contained in the software from damage and unauthorized use.
- b. **Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Consumers Energy. The Agreement, including all attachments, constitutes the entire agreement between Customer and Consumers Energy and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify Consumers Energy in writing of any changes occurring during the Term to the Customer address(es) set forth in this Agreement.

- c. Force Majeure.** The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure, shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. A "Force Majeure" shall include any act, event, or occurrence beyond the Party's reasonable control, which the Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, quarantine, blockade, war, insurrection or civil strife or terrorism, provided, however, that Force Majeure shall in no event include (i) failure of Subcontractors or Suppliers to deliver services, materials or components or receipt from any Subcontractor or Supplier of defective services, material or components unless same were themselves caused by a Force Majeure Event; (ii) technological impossibility; (iii) a governmental act or failure to act, or order or injunction, caused by any act or failure to act of the Seller or any Subcontractor or Supplier; (iv) strikes or work stoppages; or (v) inclement weather.
- d. Warranty Limitations.** THE MONITORING SYSTEM (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) AND ALL SERVICES HEREUNDER ARE PROVIDED AS IS BY CONSUMERS ENERGY WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- e. Governing Law; Actions; Etc.:** This Agreement shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Agreement or the breach thereof shall be commenced within one year from the date on which the claimed breach, default or other cause of action arose (and, without limiting the foregoing, in all events not later than one year after the date of completion or other cessation of performance of the work hereunder). This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

CONSUMERS ENERGY COMPANY

CITY OF MUSKEGON

(Customer)

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

(Date)

(Date)

ATTACHMENT A - CUSTOMER BASELINE CALCULATIONS AND PERFORMANCE OBLIGATIONS

"Original Baseline Demand" calculation methodology – for interruptions called on normal business days, calculate an average hourly demand profile based on the demands created during the ten (10) non-interruption business days immediately preceding an interruption notification, excluding Saturday, Sunday and holidays as recognized in the Company's Electric Rate Book ("Normal Baseline Demand"). .

"Day of Adjustment" calculation methodology - starts at the point of the interruption event and counts back four (4) hours. (For purposes of clarification – for the "Day of Adjustment" calculation **only** the baseline **is** calculated beginning from the start of the interruption event and moving backwards by four (4) hours). The "Original Baseline Demand" will be ADJUSTED up/down on the day of an event by the ratio of (a) the sum of hourly demands for the three (3) hours beginning four (4) hours prior to the interruption event and (b) the sum of those same three hours unadjusted consumption baseline demands. The resultant change to the Original Baseline Demand is limited to +/- 20% of the Original Baseline Demand and is referred to as the "Adjusted Baseline Demand".

Demand Response Enactment Event examples:

*Prior 10 business day/24-hour baseline = 100 kW with a 20 kW Nomination amount (Use this information for all scenarios).

Scenario #1

4 hours prior "Day of Adjustment" = 70 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 70 kW average demand during the 3 hour "Day of Adjustment" period represents a 30% decrease from the Original Baseline Demand, so the Original Baseline Demand will be reduced by only 20%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 80 kW.

To FULLY comply during this event - Load reduction = 80 kW – 20 kW (Nomination) = Customer would need to reduce load to 60 kW to comply at 100%.

Scenario #2

4-hour prior "Day of Adjustment" = 110 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 110 kW average demand during the 3 hour "Day of Adjustment" period represents a 10% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by 10%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 110 kW.

To FULLY comply during this event - Load reduction = 110 kW – 20 kW (Nomination) = Customer would need to reduce load to 90 kW to comply at 100%.

Scenario #3

4-hour prior "Day of Adjustment" = 95 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 95 kW average demand during the 3 hour "Day of Adjustment" period represents a 5% decrease from the Original Baseline Demand, so the Original Baseline Demand will be decreased by 5%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 95 kW.

To FULLY comply during this event - Load reduction = 95 kW – 20 kW (Nomination) = Customer would need to reduce load to 75 kW to comply at 100%.

Scenario #4

4-hour prior "Day of Adjustment" = 125 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 125 kW average demand during the 3 hour "Day of Adjustment" period represents a 25% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by only 20%, as per the "Baseline" calculation methodology.) Adjusted Baseline Demand = 120 kW.

To FULLY comply during this event - Load reduction = 120 kW – 20 kW (Nomination) = Customer would need to reduce load to 100 kW to comply at 100%.

SITE ADDRESS ATTACHMENT
SITE ADDRESSES

SITE NAME	SITE ADDRESS	CONTRACT ACCOUNT NUMBER	METER NUMBER	ESTIMATED CAPACITY (kW)
Muskegon Central Fire	770 Terrace St	100000240497	40010088	75

Attachment B

CONSUMERS ENERGY DEMAND RESPONSE 2024 ENERGY REDUCTION PLAN



Company Name: City of Muskegon

Facility Contact Name: Central Fire

Address Line 1: 770 Terrace St

Address Line 2: Muskegon, MI 49440

Contract Account #: 100000240497

Contract Type: ☐ Emergency ☒ Emergency with Generator

DR Nomination: 75 kW

DR Event Procedure: Consumers Energy will notify you that a DR event has been dispatched.
Confirm phone, e-mail, and/or text notifications sent by Consumers Energy.
Manually shut down the following equipment by the time the DR event begins.
If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
All Site Laod	Transition all site load to back-up generation. Same process for power outages.	75kW

Equipment	Shutdown Procedure	Load Reduction (kW)
TOTAL kW's		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: _____

Date Completed: _____ By: _____

Attachment C



CONTACT LIST

During a Demand Response event, Consumers Energy will contact the people in your facility who have been instructed on the implementation of your Energy Reduction Plan. **These notifications are automated and at least ONE contact is expected to respond to the message by pressing "1" to hear the message and then again pressing "1" to confirm receipt.**

Event alerts, warnings, enactments, and all clear notifications will come to you from

EMAIL

ADDRESS: ConsumersEnergy.DemandResponseProgram@cmsenergy.com

PHONE and SMS: 800-500-6565 and 866-402-7267

If you have questions regarding web access, or have contact updates, please contact the Network Operations Center for Demand Response:

EMAIL ADDRESS: ConsumersEnergy.DemandResponseProgram@cmsenergy.com

PHONE: 800-500-6565

Please **type** in the information below for a **MINIMUM of THREE** contacts.

Site Information

Site Name: Muskegon Central Fire		
Site Address: 770 Terrace St		
City: Muskegon	State: Michigan	Zip: 49440
Account Number: 100000240497		

Contact Name: Jay Paulson	Web Access
Job Title: Deputy Director	Web Portal Access: Yes ☒ No ☐
I would like to receive text message notification Yes ☒ No ☐	
Direct Dial Phone Number: 2317246942 EXTENSION:	
Mobile Number: 2317260595	
Pager Number:	
E-mail Address: jay.paulson@shorelinecity.com	

Contact Name: Jim Diffell	Web Access
Job Title: Battalion Chief	Web Portal Access: Yes ☐ No ☐
I would like to receive text message notification Yes ☐ No ☒	
Direct Dial Phone Number: 2317246795 EXTENSION:	
Mobile Number: 2316382911	
Pager Number:	
E-mail Address: jim.diffell@shorelinecity.com	

Contact Name: Keith McMillan	Web Access
Job Title: Battalion Chief	Web Portal Access:
I would like to receive text message notification Yes ☐ No ☒	

Direct Dial Phone Number: 2317246795	EXTENSION:	Yes ☐ No ☐
Mobile Number: 2316705587		
Pager Number:		
E-mail Address: keith.mcmillan@shorelinecity.com		

Contact Name: Dennis Barnum	Web Access	
Job Title: Battalion Chief		
I would like to receive text message notification	Yes ☐ No ☒	Web Portal Access:
Direct Dial Phone Number: 2317246795	EXTENSION:	Yes ☐ No ☒
Mobile Number: 2693770023		
Pager Number:		
E-mail Address: dennis.barnum@shorelinecity.com		

Contact Name:	Web Access	
Job Title:		
I would like to receive text message notification	Yes ☐ No ☐	Web Portal Access:
Direct Dial Phone Number:	EXTENSION:	Yes ☐ No ☐
Mobile Number:		
Pager Number:		
E-mail Address:		

Contact Name:	Web Access	
Job Title:		
I would like to receive text message notification	Yes ☐ No ☐	Web Portal Access:
Direct Dial Phone Number:	EXTENSION:	Yes ☐ No ☐
Mobile Number:		
Pager Number:		
E-mail Address:		

Contact Name:	Web Access	
Job Title:		
I would like to receive text message notification	Yes ☐ No ☐	Web Portal Access:
Direct Dial Phone Number:	EXTENSION:	Yes ☐ No ☐
Mobile Number:		
Pager Number:		
E-mail Address:		

GENERATOR ATTACHMENT D

Please fill out the table below

Fuel Type = Example, Natural gas or Diesel. Model Year = When the engine was built? Engine HP = Should be reflected on the generator/engine tag.

Diesel Type/Ultra Low Sulfur Diesel (ULSD) = Are you using ultra low sulfur diesel?

FUEL TYPE	MODEL YEAR	ENGINE HP	DIESEL TYPE (ULSD) (Yes or No)	Site Account Number
Natural Gas	2020	375		100000240497



2024 EMERGENCY WITH GENERATOR COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT

Customer and Consumers Energy are referred to herein collectively as the "Parties" and each individually as a "Party" to this Agreement.

Effective Date of Agreement: June 1, 2024
(Month/Day/Year)

Company:
CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:
CITY OF MUSKEGON
(Legal Name)

ONE ENERGY PLAZA
JACKSON MI 49201-2357

933 TERRACE ST
(Street & Number)

MUSKEGON, MI 49440
(City, State & Zip Code)

- 1. Initial Term:** Shall commence on June 1, 2024 and shall run through (select one):
☐ **May 31, 2025 (1 year)**
☒ **May 31, 2026 (2 year)**
- 2.** This Agreement will become effective on the date identified above and will extend for an Initial Term through the end date identified above. The Customer must notify Consumers Energy Company ("Consumers Energy" or the "Company") by September 1st in the final year of the Initial Term of their desire to renew participation in the Demand Response Program ("Program") through the execution of a new Program Agreement and the amount of reduction/nomination kW for the following Program Period (June 1 through August 31st). Customer participation under this Agreement shall be based on the limitations, terms and eligibility as described in the Company's Program and the Company's Electric Rate Book, as approved by the Michigan Public Service Commission.
- 3. Program Description.** Participants in the Program help reduce peak demand when energy use is the high and maintain a ready supply of energy for Michigan. Participants will receive an annual Emergency Capacity Payment for the Delivered Capacity amount specified in this Agreement within sixty (60) days after August 31st, the effective date of the DR season.
- 4. Administration Solutions.** Customer agrees to work with Consumers Energy to develop an appropriate energy reduction plan for Customer's business; and (ii) to provide Consumers Energy access and use of contact, billing and energy usage data, and facility information concerning each Site Address (as defined below) ("Customer Data"). Consumers Energy shall manage Customer's curtailable electrical capacity in the Program and upon notification by Consumers Energy and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events"); and enable data transfer, monitoring and reporting of meter data and provide technical assistance, maintenance, repair and hosting of the Monitoring System. In addition, as necessary, Consumers Energy will coordinate with Customer to capture kilowatt-hour ("kWh") pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.
- 5. Monitoring System.** Consumers Energy may equip one or more of Customer facility addresses (each address is referred to as a "Site Address") as identified on the Site Address Attachment attached hereto with the Monitoring System, which includes site devices owned by Consumers Energy that can enable power metering, data collection,

near real-time data communication, and Internet-based reporting and analytics. There shall be no cost to the Customer associated with the Monitoring System equipment or installation of the Monitoring System equipment.

6. Customer Support Requirements.

- a. Representations and Warranties.** Customer holds all applicable licenses and/or permits pursuant to the Agreement that are required for the proper participation in the Program.
- b. Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Contracted Capacity (as defined below) at each Site Address when notified by Consumers Energy Demand Response Events.
- c. Acceptance Testing.** At each Site Address where the site devices are installed, Customer agrees to collaborate with Consumers Energy in a timely manner in testing, enabling and maintaining the Monitoring System.
- d. Energy Reduction Plan.** Customer must provide to Consumers Energy their Energy Reduction Plan describing the equipment and steps that will be taken to meet their curtailment nomination.

Program Rules. The terms of this Agreement reflect the current Program terms and conditions, which may be amended from time to time by Consumers Energy. Amendments are mutually agreed between the parties and recorded as an amendment or eliminate "which may be amended from time to time by Consumers Energy".

- 7. The current terms are summarized below:

Program Availability	During the Program period of June 1 – August 31, emergency events could be called at any time Monday through Friday between 11 am and 7 pm in response to Midcontinent Independent System Operator, Inc. ("MISO") reliability emergencies ("Emergency Event(s)"). Customer is required to participate in any Emergency Event called by MISO.
Event Frequency and Duration	<u>Emergency Events</u> – Up to five (5) events during the Program Period, up to four hours each.
Advanced Notification	<u>Emergency Events</u> – Customer will receive at least a thirty (30) minute but no more than a six (6) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour timeframe for planning purposes.
Dispatch Readiness Test	After Customer's Energy Reduction Plan has been reviewed by Consumers Energy and Customer's site installation has been completed, Customer will receive an email from Consumers Energy asking Customer to select a date to participate in a thirty (30) minute Dispatch Readiness Test of Customer's Energy Reduction Plan. The Dispatch Readiness Test is optional to the Customer but recommended by Consumers Energy.
Audit	Consumers Energy may call one (1), one-hour audit ("Audit") per Program Period to confirm Contracted Capacity (as defined below). If called, this audit is required as the Customer's program payment will be determined by performance during the Audit event and the Customers Delivered Capacity (as defined below).
Online Portal	Customer may have access to an online portal "Dashboard" where Customer can monitor their performance during both an Emergency and Economic Event. Portal will be activated before the season starts on June 1.

8. Customer capacity.

a. **Contracted Capacity.** For purposes of this Agreement, "Contracted Capacity" shall represent the Customer's performance obligation (in kilowatts ("kW")). The Contracted Capacity shall be based on an analysis of Customer's prior summer consumption data, their Energy Reduction Plan and pre-enrollment load reduction testing.

b. Delivered Capacity.

- a. For purposes of this Agreement, an event's "Delivered Capacity" shall be defined as the amount of load in kW reduced for each hour in a Demand Response Event. Delivered Capacity for each event hour is calculated as the difference between the measured energy demand and the baseline energy demand. Consumers Energy will use a MISO-approved baseline calculation method. MISO's default baseline is the Ten-Day Baseline. The Ten-Day Baseline is calculated as the average hourly demand from the previous ten (10) non-weekend non-holiday non-event days prior to the event. Customer is required to reduce the full amount specified as Contracted Capacity for the hourly average of an emergency event. Consumers Energy, at its discretion, can make an adjustment to the baseline determined by the M&V Method of plus or minus 20% based on the energy usage three hours prior to the beginning of the Emergency Event. An alternative baseline may be used, so long as it is pre-approved by MISO. If no Emergency Event is called, the Delivered Capacity will revert to the Contracted Capacity for the DR season. In a Program Period with multiple Emergency Events, the Delivered Capacity will be based on the Customers average event performance during the terms of this Agreement.

9. **Environmental.** In order for the engine to be considered an emergency stationary engine under 40 CFR Part 60 Subpart III, 40 CFR Part 60 Subpart JJJ and/or 40 CFR Part 63 Subpart ZZZZ any operation other than emergency operation, maintenance and testing, emergency demand response, and operation in non-emergency situations for up to 50 hours per calendar year, as described in the applicable regulation(s), is prohibited. If Customer does not operate the engine according to these requirements, the engine will not be considered an emergency engine and must meet all requirements for non-emergency engines in the applicable regulations.

Emergency Demand Response Events per this contract are considered non-emergency situations (not to exceed 50 hours per calendar year). Power supplied as part of a financial arrangement with Consumers Energy must meet all of the following conditions:

- a. The engine is dispatched by the local balancing authority or local transmission and distribution system operator.
- b. The dispatch is intended to mitigate local transmission and/or distribution limitations so as to avert potential voltage collapse or line overloads that could lead to the interruption of power supply in a local area or region.
- c. The dispatch follows reliability, emergency operation or similar protocols that follow specific NERC, regional, state, public utility commission or local standards or guidelines.
- d. The power is provided only to the facility itself or to support the local transmission and distribution system.
- e. The owner or operator (Customer) identifies and records the entity that dispatches the engine and the specific NERC, regional, state, public utility commission or local standards or guidelines that are being followed for dispatching the engine. The local balancing authority or local transmission and distribution system operator may keep these records on behalf of the engine owner or operator.
- f. The owner or operator (Customer) is responsible for all EPA reporting requirements. Customers who do not comply with EPA reporting may be removed from the program at Consumers Energy's discretion.

10. Payments to Customer.

- a. **Emergency Capacity Payments.** For a single year contract, the capacity payment price is \$25/kW. For a two (2) year contract, year one (1) the capacity payment price is \$27/kW and the year two (2) capacity price is \$30/kW. Delivered Capacity capped at 250% per Program Period as defined in section 8(b). Consumers Energy will pay Customer the Capacity Rate multiplied by the Delivered Capacity.
- b. **Emergency Event Energy Payments.** In Program Periods when one or more Emergency Events are called, Consumers Energy will pay Customer an energy payment of \$50/MWh multiplied by the event's Delivered Capacity multiplied by the hours for each such event as defined in section 8(b) above.
- c. **During Non-Program Periods.** Consumers Energy may call one or more Emergency Events. The customer is under no obligation to participate. If they choose to participate, they will be paid \$1000/MWh multiplied by the event's average Delivered Capacity delivered during the event. Delivered Capacity is capped at customers contracted nomination.

11. Payment Timing. After an Emergency Event and Customer's Delivered Capacity has been verified, Consumers Energy shall make Emergency Event Energy Payments for Customer's participation by the issuance of credits to the Customer's bill. The Emergency Capacity Payment will be made within sixty (60) days after August 31st, the effective end date of the DR season.

12. Cancellation. Customer or Consumers Energy may cancel this Agreement or request to amend nomination(s) for the next Program Period between October 1 – December 31, prior to the start of the next Program Period. Requests to amend nomination(s) shall be granted at the Company's discretion and shall only apply to the next Program Period. Cancellation requests must be submitted in writing to:
ConsumersEnergy.DemandResponseProgram@cmsenergy.com. The customer will be notified by Consumers Energy if they cancel or are removed from the program.

13. Confidentiality.

- a. **Nondisclosure to Third Parties.** In performing under the Agreement, each Party to this Agreement will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (w) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; (x) any information concerning the business relationship between the Parties; and (y) Customer Data.
- b. **Exclusions from Confidential Information.** Notwithstanding the obligations in Section 13(a) above, Confidential Information does not include any information that:
 - i. is or becomes generally known to the public without breach of any obligation owed to the disclosing Party;

- ii. was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party;
- iii. is received from a third party without the receiving party having any knowledge of any breach by such third party of any obligation owed to the disclosing Party; or
- iv. was independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Information.

14. Limitation of Liability. Consumers Energy's and its contractors' and subcontractors' liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000 or the total amounts paid by Consumers Energy under the Agreement, whichever is less. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

15. Additional Terms.

- a. Customer also agrees, with respect to Consumers Energy's management of the Monitoring System, it:
 - i. receives a limited, revocable, non-transferrable and non-exclusive right to use and access during the Term the Monitoring System and shall use the Monitoring System solely for its internal use subject to the terms of the Agreement and not for the benefit of any third party. Except as expressly permitted in the Agreement, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Monitoring System or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise;
 - ii. shall use the Monitoring System in accordance with all applicable law;
 - iii. shall not and shall prohibit causing or permitting, the copying, reverse engineering, disassembly, decompilation or attempting to derive the source code of the Monitoring System, or other intellectual property of Consumers Energy or creation of any derivative work thereof;
 - iv. expressly disclaims any passing of title to the Monitoring System, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property of Customer;
 - v. shall not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks from the Monitoring System and to use reasonable care to prevent the Monitoring System and Consumers Energy's intellectual property rights contained in the software from damage and unauthorized use.
- b. **Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Consumers Energy. The Agreement, including all attachments, constitutes the entire agreement between Customer and Consumers Energy and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify Consumers Energy in writing of any changes occurring during the Term to the Customer address(es) set forth in this Agreement.

- c. Force Majeure.** The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure, shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. A "Force Majeure" shall include any act, event, or occurrence beyond the Party's reasonable control, which the Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, quarantine, blockade, war, insurrection or civil strife or terrorism, provided, however, that Force Majeure shall in no event include (i) failure of Subcontractors or Suppliers to deliver services, materials or components or receipt from any Subcontractor or Supplier of defective services, material or components unless same were themselves caused by a Force Majeure Event; (ii) technological impossibility; (iii) a governmental act or failure to act, or order or injunction, caused by any act or failure to act of the Seller or any Subcontractor or Supplier; (iv) strikes or work stoppages; or (v) inclement weather.
- d. Warranty Limitations.** THE MONITORING SYSTEM (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) AND ALL SERVICES HEREUNDER ARE PROVIDED AS IS BY CONSUMERS ENERGY WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- e. Governing Law; Actions; Etc.:** This Agreement shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Agreement or the breach thereof shall be commenced within one year from the date on which the claimed breach, default or other cause of action arose (and, without limiting the foregoing, in all events not later than one year after the date of completion or other cessation of performance of the work hereunder). This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

CONSUMERS ENERGY COMPANY

CITY OF MUSKEGON

(Customer)

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

(Date)

(Date)

ATTACHMENT A - CUSTOMER BASELINE CALCULATIONS AND PERFORMANCE OBLIGATIONS

"Original Baseline Demand" calculation methodology – for interruptions called on normal business days, calculate an average hourly demand profile based on the demands created during the ten (10) non-interruption business days immediately preceding an interruption notification, excluding Saturday, Sunday and holidays as recognized in the Company's Electric Rate Book ("Normal Baseline Demand"). .

"Day of Adjustment" calculation methodology - starts at the point of the interruption event and counts back four (4) hours. (For purposes of clarification – for the "Day of Adjustment" calculation **only** the baseline **is** calculated beginning from the start of the interruption event and moving backwards by four (4) hours). The "Original Baseline Demand" will be ADJUSTED up/down on the day of an event by the ratio of (a) the sum of hourly demands for the three (3) hours beginning four (4) hours prior to the interruption event and (b) the sum of those same three hours unadjusted consumption baseline demands. The resultant change to the Original Baseline Demand is limited to +/- 20% of the Original Baseline Demand and is referred to as the "Adjusted Baseline Demand".

Demand Response Enactment Event examples:

*Prior 10 business day/24-hour baseline = 100 kW with a 20 kW Nomination amount (Use this information for all scenarios).

Scenario #1

4 hours prior "Day of Adjustment" = 70 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 70 kW average demand during the 3 hour "Day of Adjustment" period represents a 30% decrease from the Original Baseline Demand, so the Original Baseline Demand will be reduced by only 20%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 80 kW.

To FULLY comply during this event - Load reduction = 80 kW – 20 kW (Nomination) = Customer would need to reduce load to 60 kW to comply at 100%.

Scenario #2

4-hour prior "Day of Adjustment" = 110 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 110 kW average demand during the 3 hour "Day of Adjustment" period represents a 10% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by 10%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 110 kW.

To FULLY comply during this event - Load reduction = 110 kW – 20 kW (Nomination) = Customer would need to reduce load to 90 kW to comply at 100%.

Scenario #3

4-hour prior "Day of Adjustment" = 95 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 95 kW average demand during the 3 hour "Day of Adjustment" period represents a 5% decrease from the Original Baseline Demand, so the Original Baseline Demand will be decreased by 5%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 95 kW.

To FULLY comply during this event - Load reduction = 95 kW – 20 kW (Nomination) = Customer would need to reduce load to 75 kW to comply at 100%.

Scenario #4

4-hour prior "Day of Adjustment" = 125 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 125 kW average demand during the 3 hour "Day of Adjustment" period represents a 25% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by only 20%, as per the "Baseline" calculation methodology.) Adjusted Baseline Demand = 120 kW.

To FULLY comply during this event - Load reduction = 120 kW – 20 kW (Nomination) = Customer would need to reduce load to 100 kW to comply at 100%.

SITE ADDRESS ATTACHMENT
SITE ADDRESSES

SITE NAME	SITE ADDRESS	CONTRACT ACCOUNT NUMBER	METER NUMBER	ESTIMATED CAPACITY (kW)
Muskegon City Hall	933 Terrace St	100000336014	80044886	105

Attachment B

CONSUMERS ENERGY DEMAND RESPONSE 2024 ENERGY REDUCTION PLAN



Company Name: City of Muskegon

Facility Contact Name: Dan Vanderheide

Address Line 1: 933 Terrace St

Address Line 2: Muskegon, MI 49440

Contract Account #: 100000336014

Contract Type: ☐ Emergency ☒ Emergency with Generator

DR Nomination: 105 kW

DR Event Procedure: Consumers Energy will notify you that a DR event has been dispatched.
Confirm phone, e-mail, and/or text notifications sent by Consumers Energy.
Manually shut down the following equipment by the time the DR event begins.
If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
All Site Laod	Transition all site load to back-up generation. Same process for power outages.	105kW

Equipment	Shutdown Procedure	Load Reduction (kW)
TOTAL kW's		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: _____

Date Completed: _____ By: _____

Attachment C



CONTACT LIST

During a Demand Response event, Consumers Energy will contact the people in your facility who have been instructed on the implementation of your Energy Reduction Plan. **These notifications are automated and at least ONE contact is expected to respond to the message by pressing "1" to hear the message and then again pressing "1" to confirm receipt.**

Event alerts, warnings, enactments, and all clear notifications will come to you from

EMAIL

ADDRESS: ConsumersEnergy.DemandResponseProgram@cmsenergy.com

PHONE and SMS: 800-500-6565 and 866-402-7267

If you have questions regarding web access, or have contact updates, please contact the Network Operations Center for Demand Response:

EMAIL ADDRESS: ConsumersEnergy.DemandResponseProgram@cmsenergy.com

PHONE: 800-500-6565

Please **type** in the information below for a **MINIMUM of THREE** contacts.

Site Information

Site Name: Muskegon City Hall		
Site Address: 933 Terrace St		
City: Muskegon	State: Michigan	Zip: 49440
Account Number: 100000336014		

Contact Name: Tim Harvey	Web Access
Job Title: Maintenance Supervisor	Web Portal Access: Yes ☒ No ☐
I would like to receive text message notification Yes ☒ No ☐	
Direct Dial Phone Number: 616-566-3577 EXTENSION:	
Mobile Number: same	
Pager Number:	
E-mail Address: tim.harvey@shorelinecity.com	

Contact Name: Terry Spyke	Web Access
Job Title: Maintenance	Web Portal Access: Yes ☒ No ☐
I would like to receive text message notification Yes ☒ No ☐	
Direct Dial Phone Number: 231-286-1994 EXTENSION:	
Mobile Number: same	
Pager Number:	
E-mail Address: terry.spyke@shorelinecity.com	

Contact Name: Matt Beerman	Web Access
Job Title: Maintenance	Web Portal Access:
I would like to receive text message notification Yes ☒ No ☐	

Direct Dial Phone Number: 231-747-0236	EXTENSION:	Yes ☒ No ☐
Mobile Number: same		
Pager Number:		
E-mail Address:		

Contact Name:		Web Access
Job Title:		Web Portal Access: Yes ☐ No ☐
I would like to receive text message notification	Yes ☐ No ☐	
Direct Dial Phone Number:	EXTENSION:	
Mobile Number:		
Pager Number:		
E-mail Address:		

Contact Name:		Web Access
Job Title:		Web Portal Access: Yes ☐ No ☐
I would like to receive text message notification	Yes ☐ No ☐	
Direct Dial Phone Number:	EXTENSION:	
Mobile Number:		
Pager Number:		
E-mail Address:		

Contact Name:		Web Access
Job Title:		Web Portal Access: Yes ☐ No ☐
I would like to receive text message notification	Yes ☐ No ☐	
Direct Dial Phone Number:	EXTENSION:	
Mobile Number:		
Pager Number:		
E-mail Address:		

Contact Name:		Web Access
Job Title:		Web Portal Access: Yes ☐ No ☐
I would like to receive text message notification	Yes ☐ No ☐	
Direct Dial Phone Number:	EXTENSION:	
Mobile Number:		
Pager Number:		
E-mail Address:		

GENERATOR ATTACHMENT D

Please fill out the table below

Fuel Type = Example, Natural gas or Diesel. Model Year = When the engine was built? Engine HP = Should be reflected on the generator/engine tag.

Diesel Type/Ultra Low Sulfur Diesel (ULSD) = Are you using ultra low sulfur diesel?

[illegible]



2024 EMERGENCY WITH GENERATOR COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT

Customer and Consumers Energy are referred to herein collectively as the "Parties" and each individually as a "Party" to this Agreement.

Effective Date of Agreement: June 1, 2024
(Month/Day/Year)

Company:
CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:
CITY OF MUSKEGON
(Legal Name)

ONE ENERGY PLAZA
JACKSON MI 49201-2357

1900 BEACH ST
(Street & Number)

MUSKEGON, MI 49441
(City, State & Zip Code)

1. **Initial Term:** Shall commence on June 1, 2024 and shall run through (select one):

☐ **May 31, 2025 (1 year)**

☒ **May 31, 2026 (2 year)**
2. This Agreement will become effective on the date identified above and will extend for an Initial Term through the end date identified above. The Customer must notify Consumers Energy Company ("Consumers Energy" or the "Company") by September 1st in the final year of the Initial Term of their desire to renew participation in the Demand Response Program ("Program") through the execution of a new Program Agreement and the amount of reduction/nomination kW for the following Program Period (June 1 through August 31st). Customer participation under this Agreement shall be based on the limitations, terms and eligibility as described in the Company's Program and the Company's Electric Rate Book, as approved by the Michigan Public Service Commission.
3. **Program Description.** Participants in the Program help reduce peak demand when energy use is the high and maintain a ready supply of energy for Michigan. Participants will receive an annual Emergency Capacity Payment for the Delivered Capacity amount specified in this Agreement within sixty (60) days after August 31st, the effective date of the DR season.
4. **Administration Solutions.** Customer agrees to work with Consumers Energy to develop an appropriate energy reduction plan for Customer's business; and (ii) to provide Consumers Energy access and use of contact, billing and energy usage data, and facility information concerning each Site Address (as defined below) ("Customer Data"). Consumers Energy shall manage Customer's curtailable electrical capacity in the Program and upon notification by Consumers Energy and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events"); and enable data transfer, monitoring and reporting of meter data and provide technical assistance, maintenance, repair and hosting of the Monitoring System. In addition, as necessary, Consumers Energy will coordinate with Customer to capture kilowatt-hour ("kWh") pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.
5. **Monitoring System.** Consumers Energy may equip one or more of Customer facility addresses (each address is referred to as a "Site Address") as identified on the Site Address Attachment attached hereto with the Monitoring System, which includes site devices owned by Consumers Energy that can enable power metering, data collection,

near real-time data communication, and Internet-based reporting and analytics. There shall be no cost to the Customer associated with the Monitoring System equipment or installation of the Monitoring System equipment.

6. Customer Support Requirements.

- a. **Representations and Warranties.** Customer holds all applicable licenses and/or permits pursuant to the Agreement that are required for the proper participation in the Program.
- b. **Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Contracted Capacity (as defined below) at each Site Address when notified by Consumers Energy Demand Response Events.
- c. **Acceptance Testing.** At each Site Address where the site devices are installed, Customer agrees to collaborate with Consumers Energy in a timely manner in testing, enabling and maintaining the Monitoring System.
- d. **Energy Reduction Plan.** Customer must provide to Consumers Energy their Energy Reduction Plan describing the equipment and steps that will be taken to meet their curtailment nomination.

Program Rules. The terms of this Agreement reflect the current Program terms and conditions, which may be amended from time to time by Consumers Energy. Amendments are mutually agreed between the parties and recorded as an amendment or eliminate "which may be amended from time to time by Consumers Energy".

- 7. The current terms are summarized below:

Program Availability	During the Program period of June 1 – August 31, emergency events could be called at any time Monday through Friday between 11 am and 7 pm in response to Midcontinent Independent System Operator, Inc. ("MISO") reliability emergencies ("Emergency Event(s)"). Customer is required to participate in any Emergency Event called by MISO.
Event Frequency and Duration	<u>Emergency Events</u> – Up to five (5) events during the Program Period, up to four hours each.
Advanced Notification	<u>Emergency Events</u> – Customer will receive at least a thirty (30) minute but no more than a six (6) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour timeframe for planning purposes.
Dispatch Readiness Test	After Customer's Energy Reduction Plan has been reviewed by Consumers Energy and Customer's site installation has been completed, Customer will receive an email from Consumers Energy asking Customer to select a date to participate in a thirty (30) minute Dispatch Readiness Test of Customer's Energy Reduction Plan. The Dispatch Readiness Test is optional to the Customer but recommended by Consumers Energy.
Audit	Consumers Energy may call one (1), one-hour audit ("Audit") per Program Period to confirm Contracted Capacity (as defined below). If called, this audit is required as the Customer's program payment will be determined by performance during the Audit event and the Customers Delivered Capacity (as defined below).
Online Portal	Customer may have access to an online portal "Dashboard" where Customer can monitor their performance during both an Emergency and Economic Event. Portal will be activated before the season starts on June 1.

8. Customer capacity.

a. **Contracted Capacity.** For purposes of this Agreement, "Contracted Capacity" shall represent the Customer's performance obligation (in kilowatts ("kW")). The Contracted Capacity shall be based on an analysis of Customer's prior summer consumption data, their Energy Reduction Plan and pre-enrollment load reduction testing.

b. Delivered Capacity.

- a. For purposes of this Agreement, an event's "Delivered Capacity" shall be defined as the amount of load in kW reduced for each hour in a Demand Response Event. Delivered Capacity for each event hour is calculated as the difference between the measured energy demand and the baseline energy demand. Consumers Energy will use a MISO-approved baseline calculation method. MISO's default baseline is the Ten-Day Baseline. The Ten-Day Baseline is calculated as the average hourly demand from the previous ten (10) non-weekend non-holiday non-event days prior to the event. Customer is required to reduce the full amount specified as Contracted Capacity for the hourly average of an emergency event. Consumers Energy, at its discretion, can make an adjustment to the baseline determined by the M&V Method of plus or minus 20% based on the energy usage three hours prior to the beginning of the Emergency Event. An alternative baseline may be used, so long as it is pre-approved by MISO. If no Emergency Event is called, the Delivered Capacity will revert to the Contracted Capacity for the DR season. In a Program Period with multiple Emergency Events, the Delivered Capacity will be based on the Customer's average event performance during the terms of this Agreement.

9. **Environmental.** In order for the engine to be considered an emergency stationary engine under 40 CFR Part 60 Subpart III, 40 CFR Part 60 Subpart JJJ and/or 40 CFR Part 63 Subpart ZZZZ any operation other than emergency operation, maintenance and testing, emergency demand response, and operation in non-emergency situations for up to 50 hours per calendar year, as described in the applicable regulation(s), is prohibited. If Customer does not operate the engine according to these requirements, the engine will not be considered an emergency engine and must meet all requirements for non-emergency engines in the applicable regulations.

Emergency Demand Response Events per this contract are considered non-emergency situations (not to exceed 50 hours per calendar year). Power supplied as part of a financial arrangement with Consumers Energy must meet all of the following conditions:

- a. The engine is dispatched by the local balancing authority or local transmission and distribution system operator.
- b. The dispatch is intended to mitigate local transmission and/or distribution limitations so as to avert potential voltage collapse or line overloads that could lead to the interruption of power supply in a local area or region.
- c. The dispatch follows reliability, emergency operation or similar protocols that follow specific NERC, regional, state, public utility commission or local standards or guidelines.
- d. The power is provided only to the facility itself or to support the local transmission and distribution system.
- e. The owner or operator (Customer) identifies and records the entity that dispatches the engine and the specific NERC, regional, state, public utility commission or local standards or guidelines that are being followed for dispatching the engine. The local balancing authority or local transmission and distribution system operator may keep these records on behalf of the engine owner or operator.
- f. The owner or operator (Customer) is responsible for all EPA reporting requirements. Customers who do not comply with EPA reporting may be removed from the program at Consumers Energy's discretion.

10. Payments to Customer.

- a. **Emergency Capacity Payments.** For a single year contract, the capacity payment price is \$25/kW. For a two (2) year contract, year one (1) the capacity payment price is \$27/kW and the year two (2) capacity price is \$30/kW. Delivered Capacity capped at 250% per Program Period as defined in section 8(b). Consumers Energy will pay Customer the Capacity Rate multiplied by the Delivered Capacity.
- b. **Emergency Event Energy Payments.** In Program Periods when one or more Emergency Events are called, Consumers Energy will pay Customer an energy payment of \$50/MWh multiplied by the event's Delivered Capacity multiplied by the hours for each such event as defined in section 8(b) above.
- c. **During Non-Program Periods.** Consumers Energy may call one or more Emergency Events. The customer is under no obligation to participate. If they choose to participate, they will be paid \$1000/MWh multiplied by the event's average Delivered Capacity delivered during the event. Delivered Capacity is capped at customers contracted nomination.

11. Payment Timing. After an Emergency Event and Customer's Delivered Capacity has been verified, Consumers Energy shall make Emergency Event Energy Payments for Customer's participation by the issuance of credits to the Customer's bill. The Emergency Capacity Payment will be made within sixty (60) days after August 31st, the effective end date of the DR season.

12. Cancellation. Customer or Consumers Energy may cancel this Agreement or request to amend nomination(s) for the next Program Period between October 1 – December 31, prior to the start of the next Program Period. Requests to amend nomination(s) shall be granted at the Company's discretion and shall only apply to the next Program Period. Cancellation requests must be submitted in writing to:
ConsumersEnergy.DemandResponseProgram@cmsenergy.com. The customer will be notified by Consumers Energy if they cancel or are removed from the program.

13. Confidentiality.

- a. **Nondisclosure to Third Parties.** In performing under the Agreement, each Party to this Agreement will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (w) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; (x) any information concerning the business relationship between the Parties; and (y) Customer Data.
- b. **Exclusions from Confidential Information.** Notwithstanding the obligations in Section 13(a) above, Confidential Information does not include any information that:
 - i. is or becomes generally known to the public without breach of any obligation owed to the disclosing Party;

- ii. was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party;
- iii. is received from a third party without the receiving party having any knowledge of any breach by such third party of any obligation owed to the disclosing Party; or
- iv. was independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Information.

14. Limitation of Liability. Consumers Energy's and its contractors' and subcontractors' liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000 or the total amounts paid by Consumers Energy under the Agreement, whichever is less. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

15. Additional Terms.

- a. Customer also agrees, with respect to Consumers Energy's management of the Monitoring System, it:
 - i. receives a limited, revocable, non-transferrable and non-exclusive right to use and access during the Term the Monitoring System and shall use the Monitoring System solely for its internal use subject to the terms of the Agreement and not for the benefit of any third party. Except as expressly permitted in the Agreement, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Monitoring System or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise;
 - ii. shall use the Monitoring System in accordance with all applicable law;
 - iii. shall not and shall prohibit causing or permitting, the copying, reverse engineering, disassembly, decompilation or attempting to derive the source code of the Monitoring System, or other intellectual property of Consumers Energy or creation of any derivative work thereof;
 - iv. expressly disclaims any passing of title to the Monitoring System, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property of Customer;
 - v. shall not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks from the Monitoring System and to use reasonable care to prevent the Monitoring System and Consumers Energy's intellectual property rights contained in the software from damage and unauthorized use.
- b. **Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Consumers Energy. The Agreement, including all attachments, constitutes the entire agreement between Customer and Consumers Energy and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify Consumers Energy in writing of any changes occurring during the Term to the Customer address(es) set forth in this Agreement.

- c. Force Majeure.** The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure, shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. A "Force Majeure" shall include any act, event, or occurrence beyond the Party's reasonable control, which the Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, quarantine, blockade, war, insurrection or civil strife or terrorism, provided, however, that Force Majeure shall in no event include (i) failure of Subcontractors or Suppliers to deliver services, materials or components or receipt from any Subcontractor or Supplier of defective services, material or components unless same were themselves caused by a Force Majeure Event; (ii) technological impossibility; (iii) a governmental act or failure to act, or order or injunction, caused by any act or failure to act of the Seller or any Subcontractor or Supplier; (iv) strikes or work stoppages; or (v) inclement weather.
- d. Warranty Limitations.** THE MONITORING SYSTEM (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) AND ALL SERVICES HEREUNDER ARE PROVIDED AS IS BY CONSUMERS ENERGY WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- e. Governing Law; Actions; Etc.:** This Agreement shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Agreement or the breach thereof shall be commenced within one year from the date on which the claimed breach, default or other cause of action arose (and, without limiting the foregoing, in all events not later than one year after the date of completion or other cessation of performance of the work hereunder). This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

CONSUMERS ENERGY COMPANY

CITY OF MUSKEGON

(Customer)

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

(Date)

(Date)

ATTACHMENT A - CUSTOMER BASELINE CALCULATIONS AND PERFORMANCE OBLIGATIONS

"Original Baseline Demand" calculation methodology – for interruptions called on normal business days, calculate an average hourly demand profile based on the demands created during the ten (10) non-interruption business days immediately preceding an interruption notification, excluding Saturday, Sunday and holidays as recognized in the Company's Electric Rate Book ("Normal Baseline Demand"). .

"Day of Adjustment" calculation methodology - starts at the point of the interruption event and counts back four (4) hours. (For purposes of clarification – for the "Day of Adjustment" calculation **only** the baseline **is** calculated beginning from the start of the interruption event and moving backwards by four (4) hours). The "Original Baseline Demand" will be ADJUSTED up/down on the day of an event by the ratio of (a) the sum of hourly demands for the three (3) hours beginning four (4) hours prior to the interruption event and (b) the sum of those same three hours unadjusted consumption baseline demands. The resultant change to the Original Baseline Demand is limited to +/- 20% of the Original Baseline Demand and is referred to as the "Adjusted Baseline Demand".

Demand Response Enactment Event examples:

*Prior 10 business day/24-hour baseline = 100 kW with a 20 kW Nomination amount (Use this information for all scenarios).

Scenario #1

4 hours prior "Day of Adjustment" = 70 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 70 kW average demand during the 3 hour "Day of Adjustment" period represents a 30% decrease from the Original Baseline Demand, so the Original Baseline Demand will be reduced by only 20%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 80 kW.

To FULLY comply during this event - Load reduction = 80 kW – 20 kW (Nomination) = Customer would need to reduce load to 60 kW to comply at 100%.

Scenario #2

4-hour prior "Day of Adjustment" = 110 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 110 kW average demand during the 3 hour "Day of Adjustment" period represents a 10% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by 10%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 110 kW.

To FULLY comply during this event - Load reduction = 110 kW – 20 kW (Nomination) = Customer would need to reduce load to 90 kW to comply at 100%.

Scenario #3

4-hour prior "Day of Adjustment" = 95 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 95 kW average demand during the 3 hour "Day of Adjustment" period represents a 5% decrease from the Original Baseline Demand, so the Original Baseline Demand will be decreased by 5%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 95 kW.

To FULLY comply during this event - Load reduction = 95 kW – 20 kW (Nomination) = Customer would need to reduce load to 75 kW to comply at 100%.

Scenario #4

4-hour prior "Day of Adjustment" = 125 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 125 kW average demand during the 3 hour "Day of Adjustment" period represents a 25% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by only 20%, as per the "Baseline" calculation methodology.) Adjusted Baseline Demand = 120 kW.

To FULLY comply during this event - Load reduction = 120 kW – 20 kW (Nomination) = Customer would need to reduce load to 100 kW to comply at 100%.

SITE ADDRESS ATTACHMENT
SITE ADDRESSES

SITE NAME	SITE ADDRESS	CONTRACT ACCOUNT NUMBER	METER NUMBER	ESTIMATED CAPACITY (kW)
Muskegon Water Filtration	1900 Beach St	100000360717	80042878	547

Attachment B

CONSUMERS ENERGY DEMAND RESPONSE 2024 ENERGY REDUCTION PLAN



Company Name: City of Muskegon

Facility Contact Name: Joe Buthker

Address Line 1: 1900 Beach St

Address Line 2: Muskegon, MI 49441

Contract Account #: 100000360717

Contract Type: ☐ Emergency ☒ Emergency with Generator

DR Nomination: 547 kW

DR Event Procedure: Consumers Energy will notify you that a DR event has been dispatched.
Confirm phone, e-mail, and/or text notifications sent by Consumers Energy.
Manually shut down the following equipment by the time the DR event begins.
If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
All Site Laod	Transition all site load to back-up generation. Same process for power outages.	547kW

Equipment	Shutdown Procedure	Load Reduction (kW)
TOTAL kW's		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: _____

Date Completed: _____ By: _____

Attachment C



CONTACT LIST

During a Demand Response event, Consumers Energy will contact the people in your facility who have been instructed on the implementation of your Energy Reduction Plan. **These notifications are automated and at least ONE contact is expected to respond to the message by pressing "1" to hear the message and then again pressing "1" to confirm receipt.**

Event alerts, warnings, enactments, and all clear notifications will come to you from

EMAIL

ADDRESS: ConsumersEnergy.DemandResponseProgram@cmsenergy.com

PHONE and SMS: 800-500-6565 and 866-402-7267

If you have questions regarding web access, or have contact updates, please contact the Network Operations Center for Demand Response:

EMAIL ADDRESS: ConsumersEnergy.DemandResponseProgram@cmsenergy.com

PHONE: 800-500-6565

Please **type** in the information below for a **MINIMUM of THREE** contacts.

Site Information

Site Name: Muskegon Water Filtration Plant		
Site Address: 1900 Beach St		
City: Muskegon	State: Michigan	Zip: 49441
Account Number: 100000360717		

Contact Name: Shift Operator	Web Access
Job Title: Water Plant Operator	Web Portal Access: Yes ☐ No ☒
I would like to receive text message notification Yes ☐ No ☒	
Direct Dial Phone Number: (231) 724 - 4106 EXTENSION:	
Mobile Number:	
Pager Number:	
E-mail Address:	

Contact Name: Joe Buthker	Web Access
Job Title: Water Plant Superintendent	Web Portal Access: Yes ☒ No ☐
I would like to receive text message notification Yes ☒ No ☐	
Direct Dial Phone Number: (231) 724-4104 EXTENSION:	
Mobile Number: (231) 730-3677	
Pager Number:	
E-mail Address: joe.buthker@shorelinecity.com	

Contact Name: Joshua Parmer	Web Access
Job Title: Chief Water Plant Operator	Web Portal Access:
I would like to receive text message notification Yes ☒ No ☐	

Direct Dial Phone Number: (231) 724 -4105	EXTENSION:	Yes ☒ No ☐
Mobile Number: (231) 760 - 0216		
Pager Number:		
E-mail Address: Joshua.Parmer@shorelinecity.com		

Contact Name:		Web Access
Job Title:		Web Portal Access: Yes ☐ No ☐
I would like to receive text message notification	Yes ☐ No ☐	
Direct Dial Phone Number:	EXTENSION:	
Mobile Number:		
Pager Number:		
E-mail Address:		

Contact Name:		Web Access
Job Title:		Web Portal Access: Yes ☐ No ☐
I would like to receive text message notification	Yes ☐ No ☐	
Direct Dial Phone Number:	EXTENSION:	
Mobile Number:		
Pager Number:		
E-mail Address:		

Contact Name:		Web Access
Job Title:		Web Portal Access: Yes ☐ No ☐
I would like to receive text message notification	Yes ☐ No ☐	
Direct Dial Phone Number:	EXTENSION:	
Mobile Number:		
Pager Number:		
E-mail Address:		

Contact Name:		Web Access
Job Title:		Web Portal Access: Yes ☐ No ☐
I would like to receive text message notification	Yes ☐ No ☐	
Direct Dial Phone Number:	EXTENSION:	
Mobile Number:		
Pager Number:		
E-mail Address:		

GENERATOR ATTACHMENT D

Please fill out the table below

Fuel Type = Example, Natural gas or Diesel. Model Year = When the engine was built? Engine HP = Should be reflected on the generator/engine tag.

Diesel Type/Ultra Low Sulfur Diesel (ULSD) = Are you using ultra low sulfur diesel?

FUEL TYPE	MODEL YEAR	ENGINE HP	DIESEL TYPE (ULSD) (Yes or No)	Site Account Number
Diesel	2014	1500kW	Yes	100000360717
Diesel	1999	1000kW	Yes	100000360717

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 9, 2023		Title: New Year's Eve Ball Drop
Submitted By: Jacqui Erny		Department: DPW
Brief Summary: Lakeshore Legacy Project is proposing a New Year's Eve Ball Drop on Western Ave. Since the noise ordinance would be broken after 11 pm, commission approval is required.		
Detailed Summary & Background: Lakeshore Legacy Project applied to have a special event on New Years Eve. The event would begin at 8 pm and includes a stage with a few DJs until midnight. At midnight there will be a ball drop and a one-minute firework display. The event would end before 12:30 am.		
Goal/Focus Area/Action Item Addressed: Proceed with events and activities.		
Amount Requested: NA	Amount Budgeted: NA	
Fund(s) or Account(s): NA	Fund(s) or Account(s): NA	
Recommended Motion: To approve the Lakeshore Legacy Project's New Year's Eve ball drop event.		
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		

2023 CITY OF MUSKEGON SPECIAL EVENT APPLICATION

A special event application is required for any public event held on City property or using City services. The application and fee must be submitted to the Muskegon Department of Public Works at least 30 days prior to the event date. In addition, any events where alcohol is served will require a *temporary liquor license*, which is handled separately through the Muskegon Police Department. Contact the Police Department at 231.724.6750 for liquor license fees and requirements.

Return completed application with payment to the Muskegon Department of Public Works:

Email: specialevents@shorelinecity.com

Address: 1350 E Keating Ave, Muskegon, MI 49442

Telephone: 231.724.6907

► SPECIAL EVENT APPLICATION FEE SCHEDULE

Events occurring during peak event season April 15 - September 30	Events occurring outside of peak season January 1 - April 14 & October 1 - December 31
\$100 fee for applications submitted 60 days or more prior to the event date	\$100 fee for applications submitted 60 days or more prior to the event date
\$250 fee if submitted 45-59 days prior to the event date	\$200 fee if submitted 45-59 days prior to the event date
\$400 fee if submitted 30-44 days prior to the event	\$300 fee if submitted 30-44 days prior to the event
Applications submitted less than 30 days prior to the event date will not be accepted.	\$400 fee for applications submitted less than 30 days prior to the event

► I. EVENT SUMMARY

EVENT NAME	Lakeshore Legacy Project NYE Ball Drop
EVENT DATE(S)	12/31/23 + 1/1/24
EVENT TIME(S)	START: 8:00pm END: 10:00pm 12:30 am
EVENT LOCATION	Downtown Muskegon - in front of Van Dyke Convention Center

NOTE: Some City parks require an additional exclusive use fee if your event will utilize the entire park. This includes Hackley Park, Margaret Drake Elliott Park, and the Pere Marquette Ovals center parking lot. Some locations, including the beach, have paid parking in effect from May 15 to September 15. Please see the Special Events fee schedule for further details.

► II. APPLICANT INFORMATION

ORGANIZATION NAME	Lakeshore Legacy Project, LLC.
APPLICANT'S NAME/ RESPONSIBLE PARTY	Joy Puffer
ORGANIZATION / APPLICANT ADDRESS /CITY/ STATE/ ZIP	851 W. Laketon Ave, Suite D Muskegon, MI 49441
APPLICANT PHONE NO(s).	231-578-8093
APPLICANT E-MAIL ADDRESS	jpmanagementllc1@gmail.com
CONTACT NAME & PHONE NUMBER DURING EVENT	Joy Puffer - 231-578-8093 Representative must be on site and available during event hours

► III. ALCOHOL SERVICE

Will there be alcohol sold/served at the event?

☒

NO (proceed to Section IV, Event Site Details)

YES (complete remainder of Section III, below)

Applicant must contact the Muskegon Police Department to apply for a separate liquor license. The liquor license application also requires State of Michigan approval so it is imperative that you get this done early. No liquor license will be issued within 14 days of an event date.

Name of non-profit organization you are partnering with for the liquor license:	
Contact person at non-profit organization (name & phone number):	

► IV. CANNABIS

Will there be cannabis sold at the event?

☒

NO

☐

YES

Will there be cannabis consumed at the event?

☒

NO

☐

YES

Events where cannabis is sold and/or consumed must be approved by Commission before the City Clerk can sign the required attestation.

► V. EVENT SITE DETAILS

If your event is for a run/walk/parade, you must include a MAP of your route with the application.

Provide a detailed description of your event. Use additional sheets if necessary:

We will be having a NYE Ball Drop in the front area of the Vandegrift Convention Center. We will have 3-4 DJ's starting @ 8pm - 12am on 12/31/23. A small stage will be set-up (Company to be determined). There will be sound equipment & lights. As the ball drops, ~~at~~ @ 12am on 1-1-24, a small fireworks show will occur and last 30 seconds to 60 seconds - we will be hiring a fireworks company. We need both sides of W. Western Ave closed starting at 3rd St to 5th St. ~~at~~

Number of people expected at event <u>500-1,000</u>	Is this a new/ first-time event? No <u> </u> Yes <u>X</u>
Will there be food concessions at the event?	No <u>X</u> Yes <u> </u> **Contact Fire Marshall for requirements
Will there be emergency medical services present? (Other municipalities may not provide services in the City)	No <u>X</u> Yes <u> </u> Provider: <u> </u>
Will there be pyrotechnics/fire features at the event?	No <u> </u> Yes <u>X</u> **If yes, contact the Fire Marshall re: inspections/permits required
Will you have your own security present?	No <u> </u> Yes <u>X</u> Provider: <u> </u>
Number/location of portable toilet facilities provided	# <u> </u> Location: <u>N/A</u>
Will there be a stage assembled on site?	No <u> </u> Yes <u>X</u> Size <u> </u> By Whom <u>TBD 5/11</u>
Will there be assembly tents erected at the event?	No <u>X</u> Yes <u> </u> Size <u> </u> **If yes and over 400 sq ft in size, contact the building inspection department to schedule a required inspection

► VI. CITY EQUIPMENT REQUESTED

Indicate the number of each item you're requesting, below. There are additional fees if you require City staff to transport the items. Labor charges start at \$60/hour per person. Larger items may require 2 people to move/transport.

ITEM	QUANTITY	ITEM	QUANTITY
Wooden picnic tables (\$10 each)		Fire hydrant use (\$100 per hydrant)	
55-gallon metal trash cans (\$5 each)	TBD	Standard traffic cone	
Trash bags (\$50 per case)		Tall "Grab Cone"	
Check one: I request that City staff deliver the above items to the event site (for an additional fee): _____ I agree to pick up and return the above items from/to the Public Works building: _____			
The 2 items listed at right are available for your use free of charge, as long as they are picked up and returned to the City's Public Works building.	No Parking signs	TBD	
	Safety Vests	—	
Are you requesting any other City services or equipment? (use of water, electric, etc) No _____ Yes _____*			
* List other services here:			
► Are you requesting any STREET CLOSURES No _____ Yes <u>X</u> _____ If yes, you must complete section VIII on page 5			

► VII. LIABILITY INSURANCE

Liability insurance in the amount of \$1,000,000 in coverage naming the City of Muskegon as an additional insured is required for all events. You may contact an insurance agent of your choice to obtain liability insurance coverage. Please inform your insurance agent that the wording on the certificate must read:

"The City of Muskegon, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof; it is understood and agreed that by naming the City of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the City of Muskegon may have in effect shall be considered secondary and/or excess."

An acceptable certificate of insurance must be submitted no later than **10 days** before the event date.

Name of Insurance Company/Agent Shoreline Insurance - Josh Slinn

► VIII. REQUIREMENTS OF THE SPECIAL EVENT PERMIT

1. Applicant shall comply with all rules and regulations of the City of Muskegon Special Event Policy.
2. Applicant shall comply with all City of Muskegon Ordinances.
3. The applicant organization will save the City of Muskegon harmless from all claims.
4. City staff may require a meeting with applicant organization to help clarify requests for services.
5. Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services.
6. The City reserves the right to deny changes to the application once final approval is given.
7. Failure to provide any requested information in a timely manner or providing false information may result in denial or revocation of the special event permit.

► Failure to comply with any requirements of the Special Event Permit may result in the denial of future event requests.

With my signature, I certify that I have read and agree to the City of Muskegon Special Event Policy and all items listed on this application. I agree to abide by all applicable ordinances & regulations.



Signature of Applicant



Date

► IX. STREET CLOSURES

***** This section must be completed for any event requesting street closures *****

List the streets you are requesting to close (*for example: Western Ave from 3rd to 4th St.*), and attach a map or sketch of the event footprint:

STREET TO BE CLOSED**	FROM WHICH INTERSECTION / LOCATION	TO WHICH INTERSECTION
<i>Example: Western Ave</i>	<i>Just west of Jefferson St.</i>	<i>Second St.</i>
1. <i>Both sides of W. Western -</i>		
2. <i>3rd St</i>		
3. <i>4th St</i>		
4. <i>5th St</i>		
5.		
6.		

NOTE: There is a \$50 fee for each block closed beyond 2 blocks. Any changes to street closures within 30 days of the event date will incur a \$50 fee. No changes will be allowed within 14 days of the event date.

**If the street(s) that are closed for your event contain any handicap parking spaces, you will be responsible for relocating that number of reserved handicap spaces to a nearby open street. You can obtain temporary handicap parking signage from our Public Works Department. Provide a site plan showing the location of the relocated parking spaces.

To help ensure the safety of event participants and the public, street closures require the following:

- **Police, Fire, DPW and/or City Commission approval.** Your completed application will be routed to all necessary parties by the Special Event Coordinator for their approval.
- **BARRICADES.** Street closures generally require barricades which are provided by the City. Transportation of barricades can incur additional fees for DPW staff labor, and police assistance when deemed necessary by the Public Safety Director. City staff can provide a cost estimate for you upon request to the Special Event Coordinator.
- **NO PARKING SIGNAGE.** "No Parking" signs must be posted by the applicant **48 hours prior** to the street closure in order for Police to enforce the No Parking order. You may pick up the signs at the DPW building at no charge. You must provide and affix an addendum to each sign stating the name of the event and date and time the closures are in effect (*see right for an example*).
The minimum size of addendum is 5 ½" by 8 ½" (half a sheet of paper). All signs must be removed by the applicant at the conclusion of the event and returned to the DPW.

Sample addendum to be provided by applicant

EVENT NAME
EFFECTIVE
SATURDAY
6:00 PM – 8:30 PM

• NOTIFICATION OF AFFECTED PARTIES

You must notify property owners along the street closure route of the date and time of street closures. You can do this by delivering a notice in person or by mailing a notice to the property owner. The Department of Public Works can provide you with the names and addresses of property owners along your route, for mailing purposes. The notice shall include the day/date and time that street closures and/or parking restrictions are in effect and must arrive to properties at least 10 days before the event

Thank you for helping us, help you make your event safe and successful.



Lakeshore Legacy Project
Muskegon, MI NYE 2024
December 31, 2023



800.854.4705 • WWW.PYROTECNICO.COM



OUR CORE VALUES



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Ensuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.





YOUR EVENT TEAM



Stephen Vitale - President & CEO - svitale@pyrotecnico.com

As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Chris Liberatore - Vice President Director of Sales - cliberatore@pyrotecnico.com

Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Michael Falk – Account Manager - mfalk@pyrotecnico.com

Michael services client accounts, making sure that all aspects of your program are completed in a timely manner.

Wanda Schoof – Sales Coordinator – wschoof@pyrotecnico.com

Wanda aids Michael in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.

Leigh Ann Hagerty - Sales Coordinator - lhagerty@pyrotecnico.com

Leigh Ann aids Michael in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.



PROPOSAL



Client: Lakeshore Legacy Project

Event Date: December 31, 2023

Prepared for: Terry Puffer

Type of Show: Aerial firework display – 100% electronic fired, no hand firing

Length of Show: 1 minute NYE celebration timed to the ball drop

Type of Pyrotechnic Effects: All aerial shells – 2.5” to 3”. All product will break 250’ or higher.
No low level product.

Proposal Includes:

- Licensed Professional Pyrotechnicians
- All Fireworks Material Necessary to the Production
- All Firing Equipment Necessary to the Production
- Computer-Designed Choreography
- Permits created for submittal to City of Muskegon
- \$5,000,000 Public Liability Insurance
- Workers Compensation Insurance
- All Transportation Expenses

Proposal Cost: \$5,000.00



DETAILS

\$5,000.00

High Impact 1 Minute Aerial Fireworks Display

This show will be a full on finale style NYE celebration to complement the ball drop with action packed excitement.

The show will last exactly 1 minute and end with a multitude of salutes to put Muskegon on the map as the place to be to ring in the New Year.

GRAND TOTAL

\$5,000.00



We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



*Maximum shell heights will vary for each individual display.
 •On average, shells will reach 100' of elevation for every inch in shell diameter.
 (Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.



800.854.4705 • WWW.PYROTECNICO.COM





THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Michael Falk | Account Manager
800.771.7976 (Office)
616.427.0377 (Cell)



800.854.4705 • WWW.PYROTECNICO.COM



Lakeshore Legacy Project
Muskegon NYE Ball Drop

Pyrotechnico Fireworks Inc.
3/25/2023 Michael Falk



Launch Location

Setup area: 50' X 50'

Radius from setup area: 210'

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 5/9/2023		Title: Equipment Supervisor
Submitted By: Joe Buckingham		Department: DPW
Brief Summary: Equipment Division scheduled public safety vehicle replacement.		
Detailed Summary & Background: The Equipment Division is seeking permission to purchase 3 new police cruisers. This purchase will be through Berger Chevrolet the Mi-Deal State contract holder. These vehicles will replace cruisers coming out of service. Purchase will include (3) 2023 Chevrolet Tahoe Police cruisers for a total of \$119,958.00. The car prices came out slightly higher than the budgeted amount as shown below, but to be able to order the cars at the MiDeal pricing in this difficult supply environment is crucial and staff recommends we proceed.		
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices and infrastructure.		
Amount Requested: \$119,958.00	Amount Budgeted: \$117,000.00	
Fund(s) or Account(s): Equipment fund	Fund(s) or Account(s): 661-563-978	
Recommended Motion: Authorize staff to proceed with purchase of three 2023 Chevrolet Tahoe Police Cruisers		
Approvals:	Legal Review ☐ Information Technology ☐ Communication ☐	Guest(s) Invited / Presenting Yes ☐ No ☒
Immediate Division Head ☒		
Other Division Heads ☒		
For City Clerk Use Only: Commission Action:		

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 9, 2023		Title: ARPA Community Grant Review Committee	
Submitted By: Peter Wills		Department: Manager's Office	
Brief Summary: Members of the City's ARPA Community Grant Review Committee have been identified and approval for the formalization of the committee is being requested.			
Detailed Summary & Background: On February 14th, 2023 the City Commission authorized the dedication of \$1.6M from the City's remaining allocation of American Rescue Plan Act (ARPA) federal stimulus funds for the creation of a city-sponsored ARPA Community Grant program. https://muskegon-mi.gov/cresources/ARP-001-Grant-Application-Program-Guidelines.2.16.pdf An ARPA Community Grant Review Committee has been established to review eligible applications and submit recommendations to the Commission. The Commission will review and make funding decisions at a Regular Committee Meeting in June. The Review Committee is comprised of (6) members: one representative from each of the (4) City Commission Wards, the City Manager and the Director of the Community and Neighborhood Services Department. Two representative(s) from local Community Based Organizations will be included to act in an advisory capacity. Ward 1 – Lawrence Baker / Ward 2 – Leon Howard / Ward 3 – Jennifer Sanocki / Ward 4 – Nina Leask			
Goal/Focus Area/Action Item Addressed: Community Connection; Foster strong ties among government and community agencies			
Amount Requested: N/A		Amount Budgeted: N/A	
Fund(s) or Account(s): N/A		Fund(s) or Account(s): N/A	
Recommended Motion: To approve the proposed representatives from each of the (4) City Committee Wards as part of the ARPA Community Grant Review Committee.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☒ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒	

For City Clerk Use Only:

Commission Action:

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 9, 2023		Title: Social District Permit recommendation	
Submitted By: Dave Alexander		Department: City Manager	
Brief Summary: The City Commission must recommend approval of the Michigan Liquor Control Commission permits of participating licensed establishments in the Downtown Muskegon Social District.			
Detailed Summary & Background: With the establishment of the Downtown Muskegon Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. Rake Beer Project LLC has been a social district participating licensed establishment at its former location at 794 Pine Street. With the move to 800 W. Western Avenue, Suite 200, Rake must receive a new social district permit with its new MLCC license for that location.			
Goal/Focus Area/Action Item Addressed: GOAL 1: DESTINATION COMMUNITY & QUALITY OF LIFE Create an environment that puts an emphasis on improving amenities and investing in the traits that positively affect residents' quality of life and attract visitors.			
Amount Requested: None		Amount Budgeted: <i>Contact Finance if your item does not fit into the current budget.</i>	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: To approve the resolution recommending Michigan Liquor Control Commission approval of Social District permit in the Downtown Muskegon Social District for Rake Beer Project LLC and to direct the City Clerk to certify the City Commission action with the MLCC.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i>		Guest(s) Invited / Presenting	
Immediate Division Head	☐	Information Technology	☐
Other Division Heads	☐	Communication	☐
Legal Review	☐		
Yes		☐	
No		☐	
For City Clerk Use Only: Commission Action:			

RESOLUTION RECOMMENDING DOWNTOWN MUSKEGON SOCIAL DISTRICT

PERMIT APPLICATION APPROVAL

City of Muskegon

County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held at Muskegon City Hall, 933 Terrace, Muskegon, MI 49440 on the 9th day of May, 2023 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, in accordance with Public Act 124 of 2020 on the establishment of Social Districts within a Michigan city; and

WHEREAS, COVID-19 pandemic has caused unprecedented economic disruption worldwide and within our local business community; and

WHEREAS, restaurants and bars, which have been key contributors to the historic redevelopment of Downtown Muskegon, have been and will continue to be hard hit by the economic impact post pandemic; and

WHEREAS, increasing availability of outdoor spaces for dining and drinking will help downtown and its businesses recover; and

WHEREAS, Public Act 124 of 2020 empowers local governments like the City of Muskegon to enhance its downtowns with Social Districts and accompanying Common Areas where purchasers may consume and possess alcoholic beverages sold by multiple qualified Michigan Liquor Commission licensees who obtain Social District Permits; and

WHEREAS, the City Commission has designated a Downtown Muskegon Social District and Common Area, and

WHEREAS, the city has received requests from multiple qualified licensees to recommend approval of their Social District Permit applications by the Michigan Liquor Control Commission, and

WHEREAS, the licensed establishments are contiguous to the Common Area within the Social District, and

WHEREAS, the City Commission desires to recommend approval of the Social District Permit applications,

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Social District Permit Applications from the following licensees are recommended by the City Commission to consideration and approval by the Michigan Liquor Control Commission:
 - a. Rake Beer Project LLC, 800 W. Western, Suite 200.
2. The City Clerk is authorized and directed to provide each applicant with a certification of this action in the form specified by the Michigan Liquor Control Commission.

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

Ken Johnson, Mayor

Ann Marie Meisch, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on May 9, 2023 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976 and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch, City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 8, 2022	Title: Community Relations Committee Recommendations
Submitted By: Ann Marie Meisch	Department: Clerk
Brief Summary: To concur with the CRC recommendations on the following removals, appointments, and amendments to meeting frequency on the CDC-CDBG.	
Detailed Summary: The CRC recommends: Removals and Appointments: - Removing Ron Hayward – Neighborhood Association Member – Term Expiring 1/31/2025 from the Citizen’s Police Review Board. - Appointing Faye Redmond – Citizen At-Large – Term Expiring 1/31/2025 to the Citizen’s Police Review Board - Appointing Faye Redmond – Citizen/Interest in District – Term Expiring 1/31/2027 to the Local Development Finance Authority CDC-CDBG Meeting Frequency Amendment: - Amend the meeting frequency for the CDC-CDBG from monthly to four times per year.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To concur with the recommendation of the CRC to make the above appointments, removals, and amendments to meeting frequencies.	
For City Clerk Use Only:	
Commission Action:	



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 8, 2022	Title: Community Relations Committee Recommendation for Ordinance
Submitted By: Ann Marie Meisch	Department: Clerk
Brief Summary: To concur with the CRC recommendations to approve the ordinance and establish the Parks & Recreation Advisory Committee.	
Detailed Summary: The CRC recommends: The Community Relations Committee recommends approval of the Parks & Recreation Advisory Committee. The CRC also recommends that the Commissioner serving on the Parks & Recreation Advisory Committee serve as the Committee's Chairperson.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To concur with the CRC recommendations to approve the ordinance and establish the Parks & Recreation Advisory Committee.	
For City Clerk Use Only:	
Commission Action:	

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO.

The purpose is to create an ordinance to provide the ability to create the Parks & Recreation Advisory Committee

ARTICLE III. PARKS AND RECREATION ADVISORY COMMITTEE*

Sec. 68-61 Definition.

As used in this article, the term "board" means the Parks and Recreation Advisory Committee created by this article.

Sec. 58-62. Created; composition; appointment of members.

There is hereby created a parks and recreation advisory committee consisting of eleven members as follows:

- (1) One shall be a member of the city commission to be selected by and from the city commission.
- (2) One shall be a member from Muskegon Public Schools.
- (3) One shall be a citizen who resides in the City of Muskegon.
- (4) Eight shall be citizens who reside in the City of Muskegon with two being representative of each of the four wards.

Sec. 58-63. Terms of members; filling of vacancies.

- (a) The term of any member of the board shall not exceed three years.
- (b) Notwithstanding subsection (a) of this section, any member of the board shall serve at the pleasure of the city commission.
- (c) Vacancies on the board shall be filled by mayoral appointment with the approval of the city commission.

Sec. 58-64. Selection of officers; general powers and duties of board.

- (a) The members of the board shall meet and organize by selecting such officers as may be necessary and adopt any rules or bylaws deemed necessary by the board to discharge in an orderly manner those duties hereafter assigned.
- (b) It shall be the duty of the board to advise the city commission upon those matters relating to the proper conduct of public recreation, programs and/or facilities within the city which shall be referred to such board from time to time, by the director of parks & recreation; provided, however, nothing contained in this article shall prohibit any member of the board from placing any item of business on the agenda of any board meeting. In addition, thereto, the board shall advise the city commission upon matters referred to the board from time to time by the city commission.

This ordinance adopted:

Ayes:

Nayes:

Adoption Date:

Effective Date:

First Reading:

Second Reading:

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC - City Clerk

CERTIFICATE (Creation of the Parks & Recreation Advisory Committee)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 14th day of March 2023, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, and that minutes were kept and will be or have been made available as required thereby.

DATED: March 14, 2023

Ann Meisch, MMC
Clerk, City of Muskegon

Publish

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on March 14, 2023 the City Commission of the City of Muskegon adopted an ordinance to provide the ability to create a Parks & Recreation Advisory Committee, summarized as follows:

1. The board shall consist of eight members including a city commissioner, residents of the City of Muskegon, and a professional with experience relating to the board.
2. The board will advise the city commission upon matter relating the proper conduct of public recreation, programs and/or facilities within the city.

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

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

Published

CITY OF MUSKEGON

By: Ann Meisch, MMC, City Clerk

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