

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 27, 2021 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **ROLL CALL:**
- ☐ **HONORS/AWARDS/PRESENTATIONS:**
- ☐ **A. Home Rehab Good News Development Services/CNS**
- ☐ **PUBLIC COMMENT ON AN AGENDA ITEM:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk**
 - B. Fireworks Display Permit for City of Muskegon City Clerk**
 - C. Request to Fly the Norwegian Flag City Clerk**
 - D. Temporary Extension of Service Area for Smash Wine Bar City Clerk**
 - E. Downtown Muskegon Social District Plan and Map Amendments
Economic Development**
 - F. Social District Permit Recommendation Economic Development**
 - G. Harbor 31 Viridian Shores Housing Development Neighborhood Enterprise
Zone Resolution of Intent Economic Development**
 - H. Lakeshore Drive Settlement Fund Conveyance Economic Development**
 - I. Consumers Energy Easement Public Works**
 - J. Water Filtration Plant & Harvey Pump Station Building Repairs Public
Works – Filtration**
 - K. Marshall Street Water Tower Painting Public Works – Filtration**
 - L. Hartshorn Marina Engineering Services Public Works**
 - M. Hartshorn Marina – Fencing Public Works**

N. H92037 Monroe, Third to Fourth and H92046 Alley Improvements Public Works

O. Roberts Street – TEDF Application Public Works

P. Railroad Mural – Resolution of Support Public Works

Q. Railroad Mural – ROE (Right of Entry) Agreement Public Works

R. Smith Ryerson eSports Public Works

S. Sale of the Property Formerly Known as 1251 8th Street Planning

☐ **PUBLIC HEARINGS:**

A. Exemption of New Personal Property-MH Solar LLC Planning

☐ **UNFINISHED BUSINESS:**

A. Lot Sales Hudson/Dowd Tabled from 4/13/2021 Planning

☐ **NEW BUSINESS:**

A. Parking Revenue – Park Upgrades Mayor’s Office

B. Special Event Fee Waiver – Americorps Senior Volunteers Recognition Event City Clerk

C. Community EnCompass Development Agreement Amendment Economic Development

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC COMMENT:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

*Added at meeting

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 27, 2021	Title: Home Rehab Good News
Submitted By: LeighAnn Mikesell	Department: Development Services/CNS
Brief Summary: Staff is sharing good news of another completed home rehab by Community and Neighborhood Services.	
Detailed Summary: The home was acquired through tax foreclosure, we invested approximately \$135,000, and the home appraised at \$125,000. An offer was received the same day the house was listed, and staff is working through the closing process. See attached photos.	
Amount Requested: \$0	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Information Only	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



Before Rehab Work



Completed Exterior

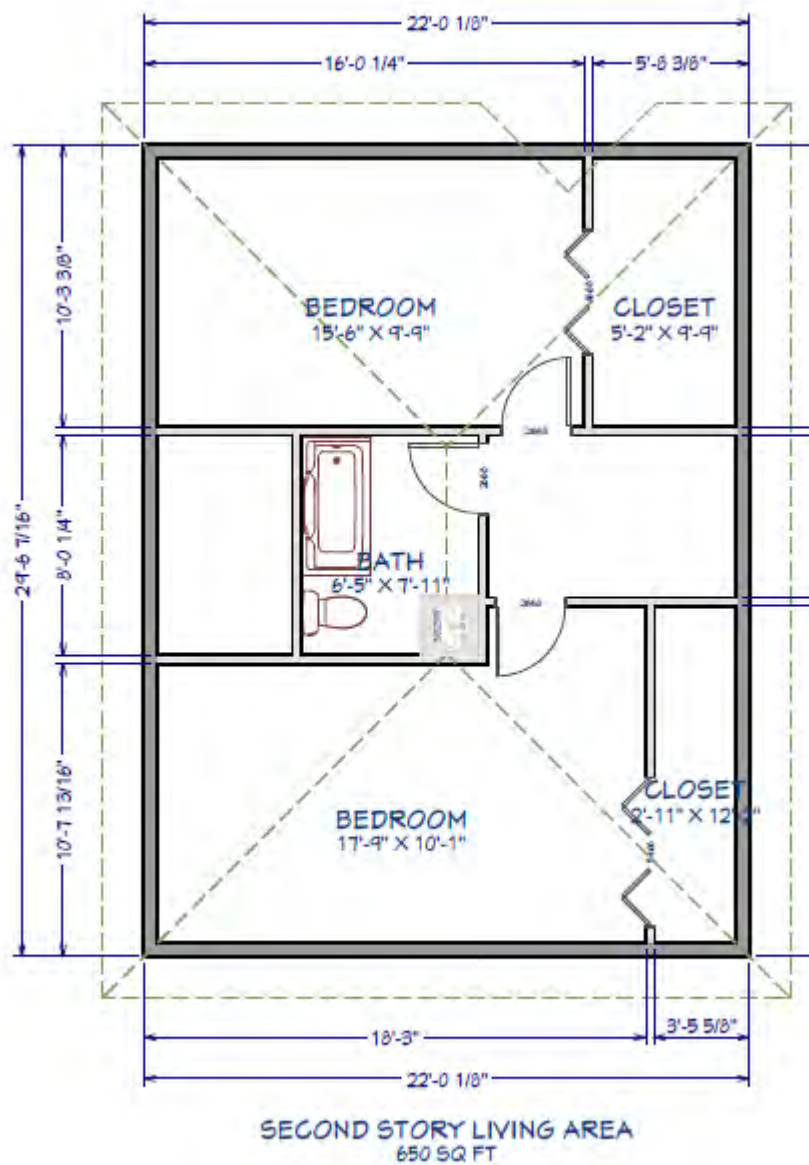


Living Room



Kitchen





Second Floor Plan



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 27, 2021	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the April 12, 2021 Worksession meeting and the April 13, 2021 Regular City Commission meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION
Monday, April 12, 2021
5:30 pm
City Commission Chambers

MINUTES

2021-32

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

Absent: None.

Adding a Second Worksession

Commissioner Ramsey requested the City Commission consider adding a second Worksession meeting to shorten the length of the meetings.

A majority of Commissioners indicated they were not interested in a second meeting but suggested a way to shorten the meetings. The City Clerk was instructed to send out information received from another municipality on the rules placed on their meetings to shorten discussion.

This item will be placed on the next Worksession meeting for discussion.

Deputy City Manager Position

The City Manager presented a job description to create a position for a Deputy City Manager. A lengthy discussion took place on the title of Assistant City Manager vs Deputy City Manager. A majority of the Commissioners felt comfortable with Deputy City Manager title and authorized the City Manager to take the job description to Civil Service.

Carlisle's Arena Lease Discussion

Placer.ai Software Subscription

The Economic Development Department has been researching various data analysis platforms to help us answer some larger socio-economic questions regarding our population and workforce. Placer.ai would allow the department to use anonymized GPS data from cell phones to determine critical information to better understand our local economy.

This item has been discussed at several Commission Meetings and will be placed on the April 13, 2021 meeting for consideration by the Commission.

2021-33

Purchasing Policy

The Purchasing Work Group is seeking approval of a revised purchasing policy.

At the request of the Mayor, the Purchasing Policy Work Group has reviewed the existing policy, talked with various departments throughout the city, and presents a revised policy. Changes of note include:

The purchasing authority has been increased based on review of recent purchases.

The process for correcting a bid was modified to limit liability.

The local preference has been modified.

Goals have been included for disadvantaged contractors.

Provisions to select vendors based on qualifications have been further outlined.

The use of prevailing wages has been modified.

Staff approval of change orders has been changed based on contingency included in the budget.

Provisions for handling violations of the policy have been added.

Motion by Commissioner Johnson, Supported by Commissioner Emory to remove the discussion of the Purchasing Policy to the next Legislative Meeting in June.

ROLL CALL VOTE:

Ayes: Emory and Johnson.

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

MOTION FAILS

Discussion took place regarding budgeted and unbudgeted items. Commissioner Johnson indicated he did not feel comfortable allowing staff to purchase unbudgeted items under \$25,000 without prior consent of the Commission.

The Finance Director indicated these items are brought to the Commission through the reforecast.

The majority of the Commission indicated they were fine with the language for purchases under \$25,000 as presented in the proposed policy.

Questions came up about who approves emergency purchases and the elimination of the prevailing wages.

Staff will follow up on several questions and will forward answers to the City Commission for consideration at the April 13, 2021 Commission meeting.

Solar Tax Abatement

The City will be working with Chart House Energy on installing solar panels on the roof of the arena. The company is seeking a 100% tax abatement on the personal property through Public Act 328 of 1998.

Jon Ledsworth, Chart House Energy, indicated he has sought a tax abatement from the City of Norton Shores.

This item will be on the April 13, 2021 agenda for consideration by the Commission.

Muskegon Social Equity Program

The City will be receiving \$112,000 in excise tax funds this year from the State for allowing marihuana facilities. The City has also received \$1,200 in donations from local marihuana companies. Staff has prepared a document outlining proposed grants/loans for the program.

Social District

Commissioner Johnson has asked that the social district and Rebel Road be placed on the worksession meeting for discussion. We learned that special liquor licenses may not be obtained in a social district unless the social district is suspended. We have reached out to Representative Terry Sabo who tried to have legislation changed but is unable to do so.

Staff met with Rebel Road and gave them other options to have a beer tent. Rebel Road has also reached out to Representative Terry Sabo. The City has offered the use of the arena at no cost. Staff offered the back half of Fourth Street for a beer tent and Hackley park for a concert and beer tent that is just adjacent to Fourth Street and right off of Western. Staff also offered Sixth Street as another option for a beer tent or possibly the parking lot of Lakeshore Museum if the museum is in agreement.

As another alternative, we offered to charge more for the social district cups during the four-day event and with the proceeds, the City is able to pay for the expenses of the event. Rebel Road would still raise funds through their vendors and any activities they wanted to charge for as well as donation containers.

We also hear from the CIO Hall who will also be unable to pull a special liquor license for their establishment. They too have reached out to Representative Terry Sabo and understand this law will not change this year.

Staff and law enforcement have actively been working with restaurants, bar owners, and patrons teaching them the rules of a social district. Downtown is becoming busier as the weather warms and the social district will become one of the most popular activities downtown. Law enforcement has grave concerns of teaching patrons they may walk outside establishments with a drink but stop patrons from walking outside during crowded special events. The City is ultimately responsible for the social district and if it is found that patrons are leaving establishments with a drink when not permitted, the Liquor Control Commission will end the social district which will be a detriment to all of our bars and restaurants downtown. Staff highly discourages suspending the social district for special events and continue to work with special events to find alternative means as our downtown continuously changes and grows.

The general consensus from the Commissioners was the same. Commissioners encouraged staff to continue to work with event organizers to find an alternate solution.

Terrace Street Reconfiguration

Staff has begun to work on our 2022 project for Terrace Street between Apple Avenue and Lakeshore Drive. The project includes a proposal for a substantial reduction in the size of Terrace Street along with a conversion from a boulevard to a 2-lane/2-way roadway.

A brief discussion took place regarding this upcoming project.

Harbor 31 Viridian Shores Housing Development Update/Neighborhood Enterprise Zone Discussion

The development team at Harbor 31 has been working through several legacy environmental issues at the development site as well as more stringent mitigation criteria from EGLE on various aspects of the project scope. They have requested the opportunity to update the commission alongside city staff that have been working on the project.

The developers have planned a multi-phase, multi-use buildout for the Harbor 31 site which includes single family detached residential as well as owner-occupied townhomes. They have done quite a bit of environmental and geotechnical field work on the site and are working with EGLE to determine what level of mitigation will be required. It is evident based on findings that more substantial and active vapor mitigation systems will likely be required for any residential uses, and there will also potentially be required wetland replacement obligations that did not exist in prior years. Due to these upward pressures on project costs which the developer will elaborate on, they intend to request a Neighborhood Enterprise Zone for the owner-occupied phases of the development, similar to the ones established for recent other housing developments. There is a legal notice and hearing process to establish this district laid out in the relevant statute, tonight's discussion is solely to promote active communication between the developer and the city by way of updating the commission.

425 Agreement Business Park North Removal/Acquisition of 902 Pine Street

The department has been working with Muskegon County for some time now as to their requested disposition of the 425 Shared Jurisdiction Agreement at Business Park North. We have come to terms that have been agreed upon by the County Commission and are for your consideration.

Effectively, the City of Muskegon would remove the existing 425 agreement between the City, County, and Dalton Township. This would forego claims to future income tax revenues sourced from any jobs created at this site for the city, and so we determined that it was not in the best interest of the community to simply agree to dispense of the agreement. We requested that the County relinquish to us a roughly 1/3rd acre parcel at 902 Pine Street, which the county acquired in 2013 for a parking lot they never built. This site was the former location of a longstanding furniture store, then Pine Street Antiques which was demolished by Muskegon County when the took possession of the lot. City staff feel this lot would make a quality candidate for further

workforce housing options in the community, and potentially some mixed use commercial as well. The County would not trade the lot for free in exchange for removal of the 425, so agreed to sell it for half of it's appraised value, \$24,000. The City countered by requesting that they invest some or all of that revenue from the sale into the paving of another gravel lot located across Pine Street from this lot which is currently used by the County Sheriff's Department for parking. The County Administrator agreed to these terms. This will increase the curb appeal and value for resale and development of the lot we wish to trade.

There are two excavation companies that have conditional purchase agreements on much of the site at Business Park North. Accurate Excavation and Ryerson Excavation have both requested to purchase acreage there in order to build storage facilities for vehicles and potentially to store excess materials and fill. As of now the County has informed us these are the only development prospects they have for the sites. Staff has included the relevant documents and records on the lot in your packet. Staff proposes to utilize the Economic Development Fund (493) to acquire this lot, file the necessary Baseline Environmental Assessments with EGLE, and then immediately outlay a Request for Proposals to see the lot redeveloped. The expectation is that we would achieve market value for the lot, which should be in the \$50,000 range in the event it is selected for a potential LIHTC development.

This item will be on the April 13, 2021 agenda for consideration by the Commission.

State of Emergency for Meetings

The City Commission approved a resolution authorizing remote meetings through May 31st. Muskegon County Commissioners adopted a resolution authorizing remote meetings through December 31st. Our City Attorney has indicated that our Commission dictate how the City's own boards meet going forward.

The City has approximately 20 different boards and committees that continue to meet remotely. Departments need a directive of what these meetings look like moving forward. There are several options available. The City Commission could indicate all meetings are to be held remotely through May 31st. The City Commission could start meeting in person beginning in June with committees meeting in person or hybrid by September 1st. These are just some examples of possible options.

Commission could review its options at its worksession and a resolution can be added to Tuesday's meeting adopting how boards meet going forward.

Public Comments Public comments were received.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 13, 2021 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held electronically with the Mayor, Vice Mayor, and Commissioners participating via Zoom – a remote conferencing service, Clerk staff present at 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, April 13, 2021.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

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

2021-34 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the March 23, 2021 Regular Meeting and the April 1, 2021 Special Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Fireworks Display Permit for Muskegon Country Club City Clerk

SUMMARY OF REQUEST: Melrose Pyrotechnics, Inc. is requesting approval of a fireworks display permit for July 2, 2021 at the Muskegon Country Club, 2801 Lakeshore Drive. The fire Marshall will inspect the fireworks on the day of the event.

STAFF RECOMMENDATION: To approve the fireworks permit contingent on inspection of the fireworks and approval of insurance.

C. Muskegon Park Place Provisionary City Clerk

SUMMARY OF REQUEST: Park Place Provisionary is proposing an event, Smoke

on the Water, at 1922 Park Street on July 24, 2021 from noon to 8 pm that will include live music.

A detailed outline of the event is attached. This is an on-site cannabis consumption event. This is the first time this neighborhood has had live music so staff is asking for approval of the live bands as well as permission for the Clerk to sign the required attestation for the State. Staff met with the organizers to discuss logistics and is satisfied with the plan as outlined.

STAFF RECOMMENDATION: To authorize the Clerk to sign the attestation and approve live music at 1922 Park Street on July 24, 2021.

D. Lakeshore Creative Services Agreement Extension City Clerk

SUMMARY OF REQUEST: The agreement with Lakeshore Creative Services is set to expire in April. Because meetings have been held virtually for over a year, we have not been able to take full advantage of these services. Staff is recommending that we extend the agreement for one year and continue with Lakeshore Creative Services.

STAFF RECOMMENDATION: Approve the extension of the agreement with Lakeshore Creative Services for one year.

E. 2021 User Fee Update Finance

SUMMARY OF REQUEST: City Departments have reviewed and updated their user fees and these have been incorporated into the Master Fee Resolution that is attached for your consideration.

Key Updates: (See highlighted items on the spreadsheet for all of the changes)

- DPW Parks – Park Building Use (New Fees)
- DPW Parks – Highlighted Channel & Picnic fees have been lowered
- DPW Parks – Beach Parking Fees updated (previously approved by Commission)
- Farmers Market Corner Stall fees have been increased
- Special Events has added 5 new fees
- Ice Rescue Call increased to \$60.00
- Western Market Fees added to the schedule for the first time
- City Code Compliance – Vacant Building Fees have been reduced
- Public Safety – Added a new fee for Short Term Rental Inspections
- Zoning has increased 8 fees

STAFF RECOMMENDATION: Approval of the 2021 Master Fee Resolution.

F. Social District Permit Recommendation Economic Development

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

With the establishment of the Downtown Muskegon Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. The attached resolution is for PKT Twelve, Inc. dba Smash Wine Bar & Bistro which is also seeking a Social District permit from the state and seeking City Commission recommended approval. The Social District plan identifies 22 potential participating licensees within the district. Other licensed establishments may file a Social District permit application in the future.

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

G. Muskegon Public Schools Recreation Grant Agreement CNS

SUMMARY OF REQUEST: To approve the Muskegon Public Schools Recreation Grant Agreement.

The Muskegon Public Schools Youth Grant provides core values and life skills to boys and girls through youth basketball leagues. The program runs 3-4 days a week with Saturday game days and open gym for families on Sunday afternoons.

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

STAFF RECOMMENDATION: Approve the Muskegon Public Schools Youth Recreation Grant Agreement.

H. Municipal Senior Millage Funding CNS

SUMMARY OF REQUEST: To approve the allocation of Municipal Senior Millage Funding for the City of Muskegon programs.

The Power of Produce for senior citizens on Tuesdays at the Farmer's Market on behalf of the Clerk's office. \$15,000

Department of Public Works to cover ½ of costs for senior citizens for water line replacements up to the cost. \$30,000

Muskegon County Senior Millage Home Repair for city residents who may not qualify for other programs. \$44,640

Muskegon Senior Housing Assistance is designed to offer rental deposits to four senior high-rise apartment locations: Bayview Towers, Berkshire, Hartford Terrace

and Jefferson Towers. \$5,000

AMOUNT REQUESTED: \$94,640 AMOUNT BUDGETED: \$94,640

STAFF RECOMMENDATION: To authorize the allocation of the Municipal Senior Millage Funds to four City programs: Department of Public Works, Muskegon County Senior Millage Home Repair, Muskegon Senior Housing Assistance and The Power of Produce.

I. Sale of 602 Ada Avenue CNS

SUMMARY OF REQUEST: To approve the sale of 602 Ada Avenue to Raysean Holman.

Community and Neighborhood Services has completed an affordable housing rehabilitation at 602 Ada Avenue and accepted an offer at the listed sales price of \$125,000 from a qualified buyer – Raysean M. Holman.

STAFF RECOMMENDATION: To approve the sale of 602 Ada Avenue to Raysean M. Holman.

J. Sale – 240 Monroe Avenue City Manager

SUMMARY OF REQUEST: City Staff is seeking authorization to sell the city-owned home at 240 Monroe to Daniel and Angela VanderKooi.

The city constructed this townhouse as part of the phase two of our infill housing program. Our contract to construct the home was \$164,470. We also anticipated \$11,512 in sales commissions. The accepted purchase price is \$182,500, and the incurred sales commissions are \$12,775. The City will contribute \$2,500 toward closing costs.

STAFF RECOMMENDATION: Authorize the City Manager to complete the sale of 240 Monroe Avenue, as described in the purchase agreement.

K. Sale – 250 Monroe Avenue City Manager

SUMMARY OF REQUEST: City Staff is seeking authorization to sell the city-owned home at 250 Monroe to Jeanne Smith.

The city constructed this townhouse as part of phase two of our infill housing program. Our contract to construct the home was \$164,470. We also anticipated \$11,512 in sales commissions. The accepted purchase price is \$179,900, and the incurred sales commissions are \$12,593. The City will not contribute funds toward closing costs.

STAFF RECOMMENDATION: Authorize the City Manager to complete the sale of 250 Monroe Avenue, as described in the purchase agreement.

M. 2021 Goal Adoption Development Services

SUMMARY OF REQUEST: Staff is seeking adoption of additional action items to the original goals set in 2016.

Staff and commissioners worked together over a 7-month time period to develop focus areas, gather input from stakeholder groups, and create additional action items to be added to the goals established in 2016. In August 2020, staff and commissioners started the goal development process by determining focus areas and identifying stakeholder groups within those focus areas. The next several months were spent gathering information from staff, stakeholder groups, and the general public. At the January 2021 meeting, staff and commissioners used the information gathered to develop priorities and define a vision of success. Action items for each of the focus areas were developed and shared at the March 2021 legislative Policy Committee meeting, and the final draft is submitted for adoption.

In 2016, the four goals set were Housing, Image, Quality of Life, and Revitalizing Revenues. Since Housing impacts all three of the other goals, it was included as a focus area along with Social Equity, and Youth/Education. Action items for each focus area and goal are outlined in the attachment.

STAFF RECOMMENDATION: To adopt the 2021 action items.

N. Placer.ai Software Subscription Economic Development

SUMMARY OF REQUEST: The Economic Development Department has been researching various data analysis platforms to help us answer some larger socioeconomic questions regarding our population and workforce. Placer.ai would allow the department to use anonymized GPS data from cell phones to determine critical information to better understand our local economy.

The software proposed will allow our department to conduct research related to economic development such as commuter trends, retail activity tracking, shopper demographics, and commercial/industrial attraction projects. It will also allow us to assist the city with other research, such as attendance information at city festivals, the Muskegon Farmers Market, and to track location data for our tourism industry. Another major benefit of this software will be oriented around equity. For instance, we will be able to source who is shopping where, and illustrate retail trends in all of our commercial corridors. This will allow us to see who is benefitting economically in the city from various businesses, and where we need to improve our programming and efforts. All of this data is anonymized, and as a part of the subscription agreement we receive unlimited technical support from Placer.ai staff. We have included some sample reports and presentations that illustrate the benefits of this program in your packet. This would be an unbudgeted expenditure that would be reflected in a reforecast or budget amendment.

AMOUNT REQUESTED: \$16,000 AMOUNT BUDGETED: 0

FUND OR ACCOUNT: Planning and Economic Development: Contracted Services (101-80400-5346)

STAFF RECOMMENDATION: A motion to approve the subscription agreement with Placer.ai for the term of one year as presented.

P. Liquid Sodium Hypochlorite Public Works – Filtration

SUMMARY OF REQUEST: Staff is requesting authorization to purchase liquid sodium hypochlorite from Alexander Chemical.

The Water Filtration Plant uses sodium hypochlorite in the production of drinking water. The application of sodium hypochlorite is one of several crucial processes used to inactivate or remove pathogens from the water. Since 1996, the Water Filtration Plant has solicited competitive bids for water treatment chemicals jointly with the cities of Grand Haven, Grand Rapids, Holland, Muskegon Heights, and Wyoming.

Bids were solicited for a one-year contract with the option to renew for two additional one-year terms. Alexander Chemical's bid has no price increases for the duration of the contract and is overall the cheapest bidder for the three years. Alexander Chemical has supplied the cooperative with liquid sodium hypochlorite for many of the past several years. Both their product and their service have been excellent, and staff recommends we continue with them as our supplier.

	<u>Year 1 (\$/ton)</u>	<u>Year 2 (\$/ton)</u>	<u>Year 3 (\$/ton)</u>
Alexander Chemical	156.67	156.67	156.67
JCI Jones Chemicals	151.89	159.44	167.40
Olin Chlor Alkali	158.69	158.69	<i>At renewal</i>

Products & Vinyls

The Water Filtration Plant has used an average of 456 tons of liquid sodium hypochlorite the previous two fiscal years. Under the new contract this amount would cost \$71,441.52 annually. Liquid sodium hypochlorite is included in the budget, but the actual amount spent will depend on water demand and source water quality.

AMOUNT REQUESTED: \$71,441.52 (estimate) AMOUNT BUDGETED: \$72,864.00

FUND OR ACCOUNT: 591-60558-5219

STAFF RECOMMENDATION: Authorize staff to participate in the treatment plant purchase cooperative and purchase liquid sodium hypochlorite from Alexander Chemical.

Q. Sodium Hypochlorite Feed System Public Works – Filtration

SUMMARY OF REQUEST: Staff is requesting authorization to contract with Pressures & Pipes for complete replacement of the Water Filtration Plant's sodium hypochlorite plumbing.

The Water Filtration Plant uses sodium hypochlorite in the production of drinking water. The application of sodium hypochlorite is one of several crucial processes used to inactivate or remove pathogens from the water.

The current sodium hypochlorite feed system was installed in 1997. Staff has spent many hours over the last few years keeping this system running by repairing leaks, replacing fittings, and clearing blockages. Most of the previous repairs performed by staff were on redundant sections that were easily isolated and repaired without affecting water production. Recently, leaks have developed at an increasing rate. Problems have begun to develop in pipelines that cannot be easily isolated and fixed. This feed system must be repaired for continued water supply reliability.

The scope of the project includes replacing all existing PVC pipelines and fittings used at the Water Filtration Plant for the application of sodium hypochlorite. Pipes will be replaced throughout six buildings. This includes all plumbing to the storage tanks, within the sodium hypochlorite room, and to five application points throughout the plant.

Proposals were solicited from four qualified mechanical contractors with experience in chemical pipelines. The proposal requires the selected contractor to purchase, install, and test all materials. Alternate Bid #001 will not be authorized for this project. Four proposals were received. Staff recommends this project be awarded to the lowest bidder, Pressures & Pipes.

Pressures & Pipes	\$134,500.00
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Northern Boiler	\$149,750.00
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Hurst Mechanical	\$186,306.00
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Franklin Holwerda Co.	\$349,000.00
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This project was budgeted as part of the planned WMRWA-eligible capital improvements at the Water Filtration Plant.

AMOUNT REQUESTED:	\$134,500	AMOUNT BUDGETED:	\$500,000
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FUND OR ACCOUNT:	591-92034-5346
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STAFF RECOMMENDATION: Authorize staff to contract with Pressures & Pipes to perform the replacement of the sodium hypochlorite chemical lines at the Water Filtration Plant.

R. Highway Aggregates, Materials, and Concrete Public Works

SUMMARY OF REQUEST: Award supply of aggregates, highway maintenance materials and concrete for 2021 to selected bidders.

Bids were solicited for aggregates, highway maintenance materials and concrete for purchase in 2021. Purchases will be made from recommended bidders listed in yellow on attached spreadsheets. Purchases are contingent

upon product availability, timely deliveries, and prices as quoted.

AMOUNT REQUESTED: Varies by fund

FUND OR ACCOUNT: 101, 202, 203, 590, and 591

STAFF RECOMMENDATION: Award bids for aggregates, highway maintenance materials and concrete purchases for 2021 as presented.

T. Prein & Newhof Amendment Public Works

SUMMARY OF REQUEST: Staff is requesting approval to finalize and approve amendments to the Engineering Services Agreements with Prein & Newhof related to the work completed on three (3) separate water and sewer construction projects in 2020.

Prein & Newhof is requesting an amendment to the Engineering Services Agreements from 2018 that covered the water/sewer projects completed during 2020. There were a couple of minor design revisions requested by Staff, however the bulk of the request is related to changes in the construction engineering and administration portion of their work.

The original estimate of the time, equipment, and cost required to provide construction oversight to the projects was completed at the time of the original proposal in October of 2018. Due to various factors beyond the control of Prein & Newhof the final cost to provide construction oversight for these projects in 2020 exceeded the original estimates completed in 2018.

The requested change falls within the 6% budgeted contingency for these projects and as such does not require any revision to the already approved budgetary amounts for the projects. All three projects are completed except for final payments and were done so on time and on budget.

As a heads up a similar request to amend the Engineering Service Agreements will likely be needed for the other two water/sewer projects (9th Street & Spring/Yuba) that were started last year. 9th Street work is completed pending final payment and was also completed on time and on budget. Spring Street work will be wrapping up in the next 2 months and is also tracking to complete on budget, though slightly later than originally anticipated.

Staff recommends approval of the amendment request as presented.

AMOUNT REQUESTED: \$100,500.00	AMOUNT BUDGETED: \$504,051.86
(Combined Request from all 3 projects)	(Combined Contingency from all 3 projects)
FUND OR ACCOUNT:	FUND OR ACCOUNT:
590/591-91854 (\$66,500)	590/591-91854 (\$349,653.33)
590/591-91855 (\$16,100)	590/591-91855 (\$74,276.22)
590/591-91856 (\$17,900)	590/591-91856 (\$80,122.31)

STAFF RECOMMENDATION: Authorize staff to finalize and approve Amendments to the Engineering Services Agreements with Prein & Newhof for the three (3) water/sewer projects outlined in the attached letter.

U. Pere Marquette Swing Bench Commission

SUMMARY OF REQUEST: Mayor Gawron is requesting Commission support to allocate Park Funds towards the purchase and installation of a Swing Bench and Plaque at Pere Marquette Park.

In following up with Landon on the swing set request for Pere Marquette Park, staff has determined the only available option for installation of a swing set is to install a swing set and an accessible safety surface. The cost for this work is estimated \$40K. As an immediate alternative, and while other options are explored, I am suggesting that we authorize the purchase and installation of a swing bench along with a plaque to be installed in one of the new bench pads along Pere Marquette Park.

AMOUNT REQUESTED: \$2,127.69 AMOUNT BUDGETED: 0

FUND OR ACCOUNT: 101-70751-5346

STAFF RECOMMENDATION: Authorize staff to purchase and install a Swing Bench and Plaque at Pere Marquette Park in honor of Landon de la Rosa.

V. Park Safety Surfacing Public Works

SUMMARY OF REQUEST: Staff is seeking authorization to approve the purchase of engineered wood fiber for playground safety surfacing at eight of our parks.

Many of our city parks currently utilize engineered wood fiber (EWF) to meet safety surfacing requirements. The U.S. Consumer Product Safety Commission's standards set minimum depth requirements for EWF based on the height of the structures in the park. City records indicate that our parks have not been resupplied with EWF since the fall of 2017 and a recent walk through conducted by city staff identified the need to refill the safety surfacing in many of our parks as some areas are nearly five inches below minimum requirements.

In an effort to replenish our EWF surfacing and comply with safety standards, the city is requesting permission to refill our playground safety surfacing for the following parks; Marsh, Smith/Ryerson, Joe Clifford, Beachwood, Kruse, St. Joseph, Reese, and Seyferth.

Staff proposes to engage with Superior Groundcover to refill the aforementioned park safety surfacing areas to meet industry standards. Superior Groundcover has supplied the city with EWF for years and is the preferred vendor for this product. The cost for this is \$18,917.50

AMOUNT REQUESTED: \$18,917.50 AMOUNT BUDGETED: \$20,000.00

FUND OR ACCOUNT: 101-70751-5215

STAFF RECOMMENDATION: Authorize staff to approve the quote from Superior Groundcover to provide EWF for our park playgrounds in the amount of \$18,917.50.

W. Traffic Control Order Traffic/Engineering

SUMMARY OF REQUEST: Approval of Traffic Control Order #66 for removal of existing Traffic Signals and installation of “Stop” signs on Wickham Drive at Sherman Boulevard.

To approve the submitted Traffic Control Order, #66-(2021) and authorize staff to remove the existing Traffic Signals at Wickham Drive at Sherman Boulevard and install “Stop” signs on the Northwest/Northeast and Southwest/Southeast corners of Wickham Drive.

This topic was previously discussed at the September 2019 Work Session meeting with support given towards removal of several unwarranted traffic signals throughout the city limits.

STAFF RECOMMENDATION: To approve removal/installation of various Traffic Control Devices as outlined in the submitted Traffic Control Order #66-(2021)

Motion by Commissioner Johnson, second by Commissioner Emory, to approve the consent agenda as presented, minus item L, O, S, and X.

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

Nays: None

MOTION PASSES

2021-35 REMOVED FROM CONSENT:

L. Lot Sales Hudson/Dowd Planning

SUMMARY OF REQUEST: Request to sell the properties at 2172 Dowd Street, 2182 Dowd Street, 2169 Hudson Street, and 2171 Hudson Street to Urban Ventures of West Michigan, LLC for the construction of eight (8) duplexes.

The City-owned lot sale policy states that the buyer is to pay 75% of the true cash value of the lots (\$22,950), but that it will be reimbursed upon issuance of certificate of occupancy for all eight units.

The policy also states that since they are building more than 3 units within 18 months, 100% of the water/sewer hook-up fees may be waived.

The water/sewer lines in this area need to be extended 230 ft to provide service to these lots. Staff estimates these costs to be around \$10,000. Staff recommends charging the buyer half of this expense.

STAFF RECOMMENDATION: To approve the request to sell the properties at 2172 Dowd Street, 2182 Dowd Street, 2169 Hudson Street, and 2171 Hudson

Street to Urban Ventures of West Michigan, LLC.

1st Motion: Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve the request to sell the properties at 2172 Dowd Street, 2182 Dowd Street, 2169 Hudson Street, and 2171 Hudson Street to Urban Ventures of West Michigan, LLC

2nd Motion: Motion by Commissioner Johnson, second by Commissioner Ramsey, to adjust the purchase agreement to not waive water/sewer connection fees and to reimburse the builder for certain costs.

3rd Motion: Motion by Commissioner Rinsema-Sybenga, second by Commissioner Emory, to table this item until the April 27, 2021 regular meeting.

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

Nays: None

MOTION PASSES

O. Purchasing Policy Development Services

SUMMARY OF REQUEST: The Purchasing Policy Work Group is seeking approval of a revised purchasing policy.

At the request of the Mayor, the Purchasing Policy Work Group has reviewed the existing policy, talked with various departments throughout the city, and presents a revised policy. Changes of note include:

The purchasing authority has been increased based on review of recent purchases.

The process for correcting a bid was modified to limit liability.

The local preference has been modified.

Goals have been included for disadvantaged contractors.

Provisions to select vendors based on qualifications have been further outlined.

The use of prevailing wages has been modified.

Staff approval of change orders has been changed based on contingency included in the budget.

Provisions for handling violations of the policy have been added.

STAFF RECOMMENDATION: To approve the revised Purchasing Policy.

Motion by Commissioner Johnson, second by Commissioner Ramsey, to approve the revised Purchasing Policy

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

Nays: None

MOTION PASSES

S. G & L Chili Dogs Concession Agreement – Various City Parks Public Works

SUMMARY OF REQUEST: Staff is requesting permission to enter into a 1-year Contractual Concession Agreement with William Silvey of G & L Chili Dogs at various city parks for the 2021 season.

The Department of Public Works is requesting permission to enter into a 1-year Contractual Concession Agreement, for 2021, with William Silvey of G & L Chili Dogs, for a Concession at various City Parks, as outlined in their proposal. The business will be operating a mobile food truck, per their proposal. Commission is \$1,000.00 and 5% of gross receipts annually.

STAFF RECOMMENDATION: Authorize staff to enter into a 1-year Contractual Concession Agreement with William Silvey of G & L Chili Dogs at various city parks for the 2021 season.

Motion by Commissioner Johnson, second by Commissioner Emory, to authorize staff to enter into a 1-year Contractual Concession Agreement with William Silvey of G & L Chili Dogs, at various City Parks for the 2021 season.

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

Nays: None

MOTION PASSES

X. 425 Agreement Business Park North Removal/Acquisition of 902 Pine Street Economic Development

SUMMARY OF REQUEST: The department has been working with Muskegon County for some time now as to their requested disposition of the 425 Shared Jurisdiction Agreement at Business Park North. We have come to terms that have been agreed upon by the County Commission and are for your consideration.

Effectively, the City of Muskegon would remove the existing 425 Agreement between the City, County, and Dalton Township. This would forego claims to future income tax revenues sourced from any jobs created at this site for the city, and so we determined that it was not in the best interest of the community to simply agree to dispense of the agreement. We requested that the County relinquish to us a roughly 1/3rd acre parcel at 902 Pine, which the county acquired in 2013 for a parking lot they never built. This site was the former location of a longstanding furniture store, then Pine Street Antiques which was demolished by Muskegon County when they took possession of the lot. City staff feel this lot would make a quality candidate for further workforce housing

options in the community, and potentially some mixed use commercial as well. The County would not trade the lot for free in exchange for removal of the 425, so agreed to sell it for half of its appraised value, \$24,000. The City countered by requesting that they invest some or all of that revenue from the sale into the paving of another gravel lot located across Pine Street from this lot which is currently used by the County Sheriff's Department for parking. The County Administrator agreed to these terms. This will increase the curb appeal and value for resale and development of the lot we wish to trade.

There are two excavation companies that have conditional purchase agreements on much of the site at Business Park North. Accurate Excavation and Ryerson Excavation have both requested to purchase acreage there in order to build storage facilities for vehicles and potentially to store excess materials and fill. As of now the County has informed us these are the only development prospects they have for the sites. Staff has included the relevant documents and records on the lot in your packet. Staff proposes to utilize the Economic Development Fund (493) to acquire this lot, file the necessary Baseline Environmental Assessments with EGLE, and the immediately outlay a Request for Proposals to see the lot redeveloped. The expectation is that we would achieve market value for the lot, which should be in the \$50,000 range in the event it is selected for a potential LIHTC development.

AMOUNT REQUESTED: \$24,000 AMOUNT BUDGETED: N/A (Capital Fund)
FUND OR ACCOUNT: Economic Development Fund 493 (Current Balance \$687,000)

STAFF RECOMMENDATION: To direct staff and legal counsel to prepare necessary documents to remove the City of Muskegon from the 425 Shared Jurisdiction Agreement at Business Park North, and to approve the purchase of 902 Pine Street as presented.

1st Motion: Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to direct staff and legal counsel to prepare necessary documents to remove the City of Muskegon from the 425 Shared Jurisdiction Agreement at Business Park North, and to approve the purchase of 902 Pine Street as presented.

2nd Motion (amendment): Motion by Commissioner Johnson, second by Commissioner Emory, to make an inter-fund loan from our General Fund to our Economic Development Revolving Loan Fund for \$24,000 for the purchase of 902 Pine Street to be paid back upon the resale of the property.

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

Nays: None

MOTION PASSES

Vote on 1st Motion:

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

Nays: None

MOTION PASSES

2021-36 UNFINISHED BUSINESS:

A. Motion to Reconsider Amendment to Zoning Ordinance for 885 E. Apple
Commissioner Emory

SUMMARY OF REQUEST: Commissioner Emory is requesting possible reconsideration of the motion to amend the zoning ordinance for 885 E. Apple.

At the March 23, 2021 meeting there was a “Motion by Commissioner Johnson, second by Commissioner Ramsey, to approve the request to amend Section 2331 of the zoning ordinance to expand the marihuana facilities overlay district to allow for retail and provisioning license types at 885 E. Apple.

The vote on March 23, 2021 was as follows:

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

Nays: Ramsey, German, Emory, and Hood

MOTION FAILS

1st Motion: Motion by Commissioner Emory, second by Commissioner Ramsey, to reconsider an amendment to the zoning ordinance for 885 E. Apple Avenue.

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

Nays: German

MOTION PASSES

2nd Motion: Motion by Commissioner Emory, second by Commissioner Johnson, to approve the request to amend section 2331 of the zoning ordinance to expand the marihuana facilities overlay district to allow for retail and provisioning license types at 885 E. Apple Avenue.

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

Nays: None

MOTION PASSES

B. *Rezoning Request – Dowd/Hudson – 2nd Reading

SUMMARY OF REQUEST: Request to rezone 2172 Dowd Street, 2184 Dowd Street, 2169 Hudson Street, and 2171 Hudson Street from R-1, Low Density Single Family

Residential to Form Based Code, Urban Residential by Stephen Benedict.

The Planning Commission made a recommendation to this request at their special meeting on Thursday, March 18, 2021.

STAFF RECOMMENDATION: To approve the request to rezone 2172 Dowd Street, 2184 Dowd Street, 2169 Hudson Street, and 2171 Hudson Street from R-1, Low Density Single Family Residential to Form Based Code.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve the request to rezone 2172 Dowd Street, 2184 Dowd Street, 2169 Hudson Street, and 2171 Hudson Street from R-1, Low Density Single Family Residential to Form Based Code.

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

Nays: Emory

MOTION PASSES

2021-37 NEW BUSINESS:

A. Special Event Fee Waiver – Cheers Community Crawl City Clerk

SUMMARY OF REQUEST: Every Woman's Place is seeking a Special Event Fee Waiver for their fundraising event on April 24, 2021.

Every Woman's Place holds an annual fundraiser that has been impacted by COVID. Their event has moved to the Olthoff Stage and is asking to utilize Third Street between Western and Clay. They are asking their City fees be waived for 2021. Based on the needs of their event, we do not foresee any further costs for their event. At this time, they have paid a \$250 application fee.

STAFF RECOMMENDATION: To approve, approve in part, or deny the request from Every Woman's Place to waive the \$250 in special event fees for the Cheers Community Crawl event in 2021.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to approve the request from Every Woman's Place to waive the \$250 in special event fees for the Cheers Community Crawl event in 2021.

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

Nays: None

MOTION PASSES

B. Special Event Fee Waiver – Footlights Fun Camp City Clerk

SUMMARY OF REQUEST: Muskegon Civic Theatre is seeking a Special Event Fee Waiver for their theatre arts camps on July 19-23, July 26-30, and August 9-13, 2021.

Muskegon Civic Theatre is looking to hold their theatre arts camp outdoors this year due to COVID. This camp is a large revenue source for them and had to cancel in 2020. They are asking their City fees be waived for 2021. Based on the needs of their event, the estimated cost of their event is \$2,980 (\$750 Hackley Park stage use for 15 days, \$30 for two trash cans for three weeks, \$300 for ten picnic tables for three weeks, up to \$1,800 in DPW personnel labor costs for moving ten picnic tables six times and \$100 application fee.)

STAFF RECOMMENDATION: To approve, approve in part, or deny the request from Muskegon Civic Theatre to waive up to \$2980 in special event fees for the Footlights Fun Camp in 2021.

Motion by Vice Mayor Hood, second by Commissioner Rinsema-Sybenga, to approve the request from Muskegon Civic Theatre to waive up to \$2,980 in special event fees for the Footlights Fun Camp in 2021

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

Nays: None

MOTION PASSES

C. Special Event Fee Waiver – Senior Community Day City Clerk

SUMMARY OF REQUEST: Senior Market Group of Muskegon is seeking a Special Event Fee Waiver for their free Senior Community Day on either August 5th or 6th, 2021.

The Senior Market Group of Muskegon holds a free community day for seniors every year. In recent years they have held their event at a local high school but due to COVID, they want to hold the event outdoors. They are asking their City fees be waived for 2021. Based on the needs of the event, the estimated cost of their event is \$800 (\$500 Hackley Park user fee, \$100 for 20 trash cans, \$100 for two cases of trash bags, and \$100 application fee.)

STAFF RECOMMENDATION: To approve, approve in part, or deny the request from Senior Marketing Group of Muskegon to waive \$800 in special event fees for the Senior Community event in 2021.

Motion by Commissioner Ramsey, second by Commissioner Rinsema-Sybenga, to approve the request from the Senior Marketing Group of Muskegon to waive up to \$800 in special event fees for the Senior Community event in 2021 and to approve the request from the American Cancer Society to waive up to \$150 in special event fees for the Relay for Life Luminaria Event.

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

Nays: None

MOTION PASSES

D. Special Event Fee Waiver – Relay for Life City Clerk

SUMMARY OF REQUEST: The American Cancer Society is seeking a Special Event Fee Waiver for their Relay for Life Luminaria Memorial Event on June 5th, 2021.

The American Cancer Society holds a luminaria event as a memorial to those who have lost their battle to cancer. Their revenue has been significantly decreased during the pandemic and reducing their costs would help with their mission. They are asking their City fees be waived for their 2021 event. Based on the needs of their event, the estimated cost of their event is \$150 (\$50 Hackley park Stage user fee and \$100 application fee.

STAFF RECOMMENDATION: Approve, approve in part, or deny the request from the American Cancer Society to waive up to \$150 in special event fees for the Relay for Life Luminaria Event. (approval handled with previous item)

ANY OTHER BUSINESS: City Manager, Frank Peterson, is seeking City Commission support in providing 250 beach parking passes to the City of Muskegon Heights and allowing our Community and Neighborhood Services Director, Oneata Bailey, to work with her counterpart in the City of Muskegon Heights to get those beach passes to low-moderate income families. The Commission is supportive of this idea and program. Commissioner Johnson would like to see this program available to all CDBG communities in Muskegon County.

Commissioner Johnson would like an update on the parking expansion at Pere Marquette Park and the new pathway. He asked where we are in the application process of special project permitting from MDEGLE. The City Manager advised that we will be working with Prism on this process. Commissioner Johnson asks that a public hearing be held as part of the planning commission as part of the project or plan review.

PUBLIC COMMENT: Public comments were received

ADJOURNMENT: The meeting adjourned at 8:20 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 4/27/2021	Title: Fireworks Display Permit for City of Muskegon
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: Melrose Pyrotechnics, Inc. is requesting approval of a fireworks display permit for July 3, 2021 in downtown Muskegon. The fire Marshall will inspect the fireworks on the day of the event.	
Detailed Summary:	
Amount Requested: n/a	Amount Budgeted: n/a
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the fireworks permit contingent on inspection of the fireworks and approval of insurance.	
For City Clerk Use Only:	
Commission Action:	

APPLICATION FOR FIREWORKS DISPLAY PERMIT
Michigan Department of Energy, Labor, & Economic Growth
Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

2021

Authority: 1988 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
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☒ PUBLIC DISPLAY	☐ AGRICULTURAL PEST CONTROL	Date of Application 4/13/2021
Name of Applicant Melrose Pyrotechnics, Inc.	Address PO Box 302, Kingsbury IN 46345	Age (18 or over)
If a Corporation, Name of President Michael Cartolano	Address PO Box 302, Kingsbury IN 46345	
If a Non-resident Applicant: Name of MI Attorney or Resident Agent Michael Falk	Address 4369 E Summit Woods Dr NE, Rockford MI 49341	Phone No. (616) 427-0377
Name of Pyrotechnic Operator Michael Falk	Address 4369 E Summit Woods Dr NE, Rockford MI 49341	Age (18 or over) 49
No. Years Experience / No. Displays 31 years / 400+ displays	Where Michigan, Indiana, Illinois, Missouri, Texas, Florida	
Name of Assistant: Matthew Falk	Address 4369 E Summit Woods Dr NE, Rockford MI 49341	Age 47
Name of Other Assistant: Todd Driesenga	Address 4369 E Summit Woods Dr NE, Rockford MI 49341	Age 52
Exact Location of Proposed Display 340 Morris Ave, Muskegon MI 49440		
Date of Proposed Display July 3, 2021		Time of Proposed Display Approx 10:25 PM

No. Of Fireworks	Kind of Fireworks to be Displayed
Approximately 3500	Aerial display shells ranging in size from 1 ¼ inches to 5 inches in diameter.

Manner & Place of Storage Prior to Display (Subject to Approval of Local Fire Authorities) No storage necessary, delivered on date of display
--

Amount of Bond of Insurance (to be set by local gov't) \$5,000,000.00	Name of Bonding Corporation or Insurance Company Britton-Gallagher & Associates
Address of Bonding Corporation or Insurance Company One Cleveland Center, Floor 30; 1375 East 9th Street, Cleveland, Ohio 44114	
Signature of Applicant 	

For Melrose Pyrotechnics, Inc.

FIREWORKS DISPLAY PERMIT
Michigan Department of Energy, Labor, & Economic Growth
Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

2021

Authority: 1988 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
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This permit is not transferable. It authorizes the resident wholesale dealer or jobber named below to have in his or her possession fireworks of any type, for sale only to holders of permits for public display or agriculture control.

☒ PUBLIC DISPLAY

☐ AGRICULTURAL PEST CONTROL

Issued To Melrose Pyrotechnics, Inc.		Age (18 or over)	
Address 4369 E Summit Woods Dr NE, Rockford, MI 49341			
Name of Organization, Group, Firm, or Corporation City of Muskegon			
Address 933 Terrace Street, Muskegon MI 49440			
Number and Types of Fireworks Approximately 3500 aerial display shells ranging in size from 1 1/4 inches to 5 inches in diameter.			
Exact Location of Display 340 Morris Ave, Muskegon MI 49440			
City, Village, Township City of Muskegon		Date July 3, 2021	Time Approx. 10:25 PM
Bond or Insurance Filed? ☒ Yes ☐ No		Amount \$5,000,000.00	

Issued by action of : ☐ council ☐ commission ☐ board of the

☐ city ☐ village ☐ township of _____
(Name of City, Village, Township)

on the _____ day of _____, _____

(Signature and Title of Council/Commission/Board Representative)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext): 216-658-7100	
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Indemnity Insurance Co.	NAIC # 10851
	INSURER B: Travelers Indemnity Co	25658
	INSURER C: Everest Denali Insurance Company	16044
	INSURER D: Arch Specialty Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 2074870176**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y		SI8ML00042-211	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00025-211	1/15/2021	1/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			UXP1035209-01	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A		0323N491 (MI)	4/1/2021	4/1/2022	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

DISPLAY DATE: July 2, 2021 & July 3, 2021

July 2nd LOCATION: Muskegon Country Club, Muskegon, Michigan

July 3rd LOCATION: 340 Morris Ave, Muskegon, Michigan

ADDITIONAL INSURED: Muskegon Country Club; 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; Foundry Square LLC; FS Funding LLC; Social Security Administration

CERTIFICATE HOLDER**CANCELLATION**City of Muskegon
933 Terrace Street
Muskegon MI 49440

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

AUTHORIZED REPRESENTATIVE

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Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 27, 2021	Title: Request to Fly the Norwegian Flag
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: Sons of Norway are requesting permission to fly the Norwegian Flag at City Hall on Constitution Day (Independence Day) which is Monday, May 17 th .	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the request.	
For City Clerk Use Only: Commission Action:	



Sognefjord Lodge 5-
523
P O Box 5147
Muskegon, MI 49445

April 7, 2021

Muskegon City Council,

I am requesting permission to have the Norwegian flag flown at city hall for Norway's Constitution Day (Independence Day) which is Monday, May 17th. The flag can be raised on Friday, May 14th or early on May 17th. The flag can be taken down the morning of Tuesday, May 18th.

The Sons of Norway will provide the flag on Friday May 14th. We will pick the flag up on Tuesday, May 18th.

If there are any questions you can contact me at 744-9101. If for some reason you can't reach me please contact Jan Mjovig at 557-4205. Thank you very much.

Merle Hanson,
Sons of Norway
Sognefjord Lodge President.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/27/2021	Title: Temporary Extension of Service Area for Smash Wine Bar
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: Staff is seeking approval from the Commission to write a letter to the Michigan Liquor Control Commission to allow for the temporary extension of the service area (approved in 2020) for Smash Wine Bar to be extended until November 30, 2021.	
Detailed Summary:	
Amount Requested: n/a	Amount Budgeted: n/a
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to temporarily extend the outdoor service area for Smash Wine Bar.	
For City Clerk Use Only:	
Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 4-27-2021	Title: Downtown Muskegon Social District plan and map amendments
Submitted By: Dave Alexander	Department: Economic Development
Brief Summary: Requesting approval of an updated Muskegon Downtown Social District plan and map, removing the CIO Hall, 490 W. Western Ave., from the district.	
Detailed Summary: The Muskegon City Commission approved the Downtown Muskegon Social District in August. The social district law does not allow non-profit, special event beer licenses in the district if the district is operating. Staff and commission do not want to shut down the social district for special events. Port City CIO Building Association, a non-profit of union users of the building at 490 W. Western, has requested to be removed from the Muskegon Downtown Social District. The building does not have a permanent liquor license. The commission needs to approve an amended social district plan, a new social district map and an accompanying resolution. All are attached.	
Amount Requested: none	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: I move to approve an amended Muskegon Downtown Social District plan and map in conjunction with a resolution removing 490 W. Western Avenue from the district.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



Port City CIO Building Association
490 W. western Ave.
Muskegon, MI 49440

Tax ID #38-0937247

President: William C. Ream

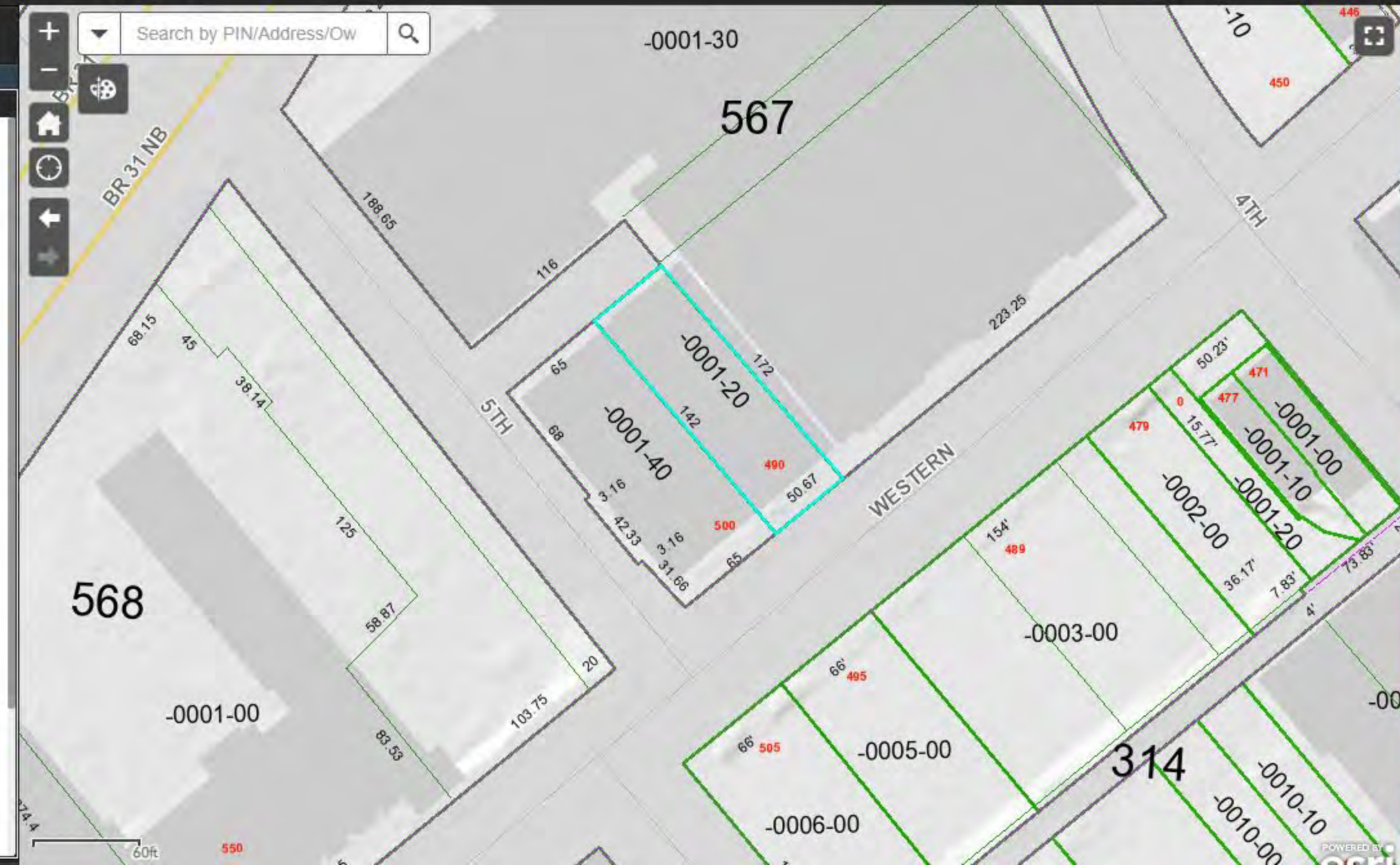
Financial Secretary: Robert H. Wright

To: City of Muskegon

The Board members of the Port City Building Association, as the owners of the building, have agreed they would like to have the building located at 490 W. Western Ave. Muskegon MI removed from the Social District in the area they are in.

William C. Ream

Robert H. Wright



Search by PIN/Address/Ow

Selected Feature Information

(1 of 1)

[Clear](#)

Parcel: 61-24-205-567-0001-20

PIN: 61-24-205-567-0001-20

Address: 490 W WESTERN AVE
MUSKEGON, MI 49440

Owner: PORT CITY CIO BLDG
490 W WESTERN AVE
MUSKEGON, MI 49440

Class and Value Information:

Property Class: 201
Assessed Value: \$
State Equalized Value: \$
Taxable Value: \$
Principal Residence Exemption: 0%

Additional information:

GIS Land Acreage: 0.17 Acres
School District Code: 61,010
School District Name: Muskegon City
School District
Assessors Primary Zoning*: B-3

**Note: Zoning listed is per the Assessors Database and IS NOT THE OFFICIAL ZONING. Please verify zoning if needed with the local municipal zoning administrator.*

Property Tax Description:

RESOLUTION APPROVING DOWNTOWN MUSKEGON SOCIAL DISTRICT

AMENDED PLAN AND MAP

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 virtually, live on the city's FaceBook page per the governor's COVID-19 executive order on open meetings, on the 27th day of April, 2021 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 of the 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 received requests to designate a downtown Social District; and

WHEREAS, the City Commission has considered the potential impact of the requested Social District on the public health, safety and welfare of the city; and

WHEREAS, the City Commission approved a Muskegon Downtown Social District initial plan and map the 25th day of August, 2020 and the district has been operating since the third weekend in September, 2020, and

WHEREAS, the City Commission desires to designate a downtown Social District with a Common Area,

WHEREAS, the City Commission has received a request from the Port City CIO Building Association, a Michigan non-profit corporation, to remove its property at 490 W. Western Ave., from the district

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The following Social District containing a Common Area is designated described in the attached and amended plan and map that removes 490 W. Western Ave. from the district, and
2. That the Common Area within the Social District, the City Manager, or his designee, is authorized to make minor and reasonable adjustments to the Common Area to safeguard public health, safety and welfare, and
3. That the Social District and Common Area have at least two qualified, participating and permitted Liquor Control Commission licensees, and
4. That the signage placed to clearly define and mark the limits of the Common Area shown in the plan and on the Social District map, and
5. The management and maintenance of the Social District and Common Area shall be conducted by city staff in accordance with the operational details in the plan, and
6. That the Social District and Common Area shall be maintained in a manner that protects the health and safety of the city, and
7. That, if the Social District and Common Area are deemed to be a public health and safety concern, a public hearing revoking the plan will be held before the City Commission in accordance with Act. 124 of 2020.

Be it Further Resolved that the Mayor and City Clerk are hereby authorized to execute all documents necessary to file the amended Muskegon Downtown Social District plan and map with the Michigan Liquor Control Commission.

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

Ann Marie Meisch, City Clerk

Stephen J Gawron, Mayor

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 April 27, 2021 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, as amended and modified by the governor's COVID-19 executive order 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

Muskegon Social District Plan

Adopted Aug. 25, 2020

Amended April 27, 2021

Introduction:

The City of Muskegon seeks to take advantage of Michigan Public Act 124 of 2020 signed in to law on July 1, 2020. This is enabling legislation that would allow Michigan municipalities to establish Social Districts that would allow for “common areas” where two or more contiguous licensed establishments (bars, distilleries, breweries, restaurants and tasting rooms) could sell alcoholic beverages in special cups to be taken into the area for consumption. Muskegon city administration through a collaboration of all City Hall departments is designing a Muskegon Social District and the policies, parameters and management of this new community development tool. This Muskegon Social District Plan is being shared with potential license holder users for refinement of the plan, a final draft will be presented to the Muskegon City Commission for approval and sent on to the Michigan Liquor Control Commission for state concurrence. The Muskegon City Commission approved the plan Aug. 25, 2020 and it has been accepted by the MLCC. The district began operations the third weekend in September, 2020.

Management:

The Muskegon Social District would be created and managed by the city through its economic development department and downtown manager. The district management and operations would be assisted by the city’s public safety, public works, clerk and finance departments.

District boundaries:

The Muskegon Social District would have a common area south of Shoreline Drive with the potential of expanding to the north in the future.

The initial Muskegon Social District would be mainly along West Western Avenue from Eighth Street to Pine Street, including portions of Clay Avenue, Morris Avenue, Third Street and Jefferson Street. Specifically, the plan amended by the Muskegon City Commission April 27, 2021 removes the property at 490 W. Western Ave., owned by Port City CIO Building Association. (maps attached)

Streets in the Social Districts would remain open to traffic and for parking, unless parking spaces are given to outdoor dining. The district is being proposed with the expectation of certain properties being developed that would include future businesses with liquor licenses that might expand the common area.

Potential participating license holders:

Muskegon Social District -- The Eagles, Topsy Toad, Mike's Bar, Pigeon Hill, Burl & Sprig, Top Shelf, Mercy Health/Rad-Dads, Dr. Rolf's, Racquets, Smash, Walker's, the CIM's Courses, Unruly, Boar's Belly, 18th Amendment, WMSO/The Block, Farmers Market, Hennessy's, Nipotes, 794 Kitchen, Capone's, and Rake.

Participating license holders would be asked to sign a Social District agreement with the city, which must approve social district permits issued by the MLCC. This allows a license holder to sell alcoholic beverages in special district cups in its service area to be taken into the common area for consumption.

Non-alcohol businesses within the district:

There are businesses which could be in the common area and allow for Social District beverages to be brought into those places of business. Examples would be retail outlets such as Vintage Redefined, Harris and Willow, Western Market and the Century Club Center.

Operations:

The Muskegon Social Districts would operate year round but the district's seasonal road closures along with outdoor services and amenities would be from May 1 to Oct. 31. Operations would be seven days a week. The common areas would be open from 11 a.m. until 11 p.m. Before 11 a.m. and after 11 p.m., Social District beverages would not be able to be possessed nor consumed in the common areas. After hours, consumption of alcoholic beverages would have to be contained within the license holders' service areas.

It is the intent of city administration to begin implementing the Muskegon Social Districts in 2020, if possible. An initial roll out might not be a full Muskegon Social District but by the spring of 2021 the entire Muskegon Social District plan would be implemented.

District designation and marking:

The boundaries of the Muskegon Social Districts would be clearly designated and marked with signs and graphics on streets and sidewalks. The signs could be accompanied by a trash receptacle for customers to dispose of used district cups as they exit the district.

Social District financing:

The Muskegon Social District established, implemented and managed by the City of Muskegon must generate enough revenue to cover its costs. A number of funding models could pay for the Muskegon Social District. The options include a surcharge on beverages purchased for possession and consumption in the common areas though an upcharge on cups that would need to be purchased through the city. Participating establishments could handle the surcharge however they choose within their product price structure. The cup could contain a sponsor logo or message that could generate dollars for the district. The district establishments could charge

a small daily fee for a wrist band to be a common area user. And finally, a district fee for participating license holders in the Muskegon Social District could generate further revenues. One or a blending of these funding methods would be explored and implemented by consensus of the city and the participating establishments. Revenues would pay for initial implementation such as signs and trash receptacles and ongoing costs such as the cups, security-enforcement, sanitation, marketing-promotion and entertainment.

Social District logo and beverage containers:

The Muskegon Social Districts should have a name for branding and marketing purposes but must have a special logo for use on the non-glass district beverage cups of no more than 16 ounces. The cups of various colors and/or stickers to differentiate among license holders must also have a logo or name identifying the establishment. Muskegon Social District cups may not be reused, must remain in the establishment where they were purchased or in the common area and may not be taken into an establishment that did not sell the beverage.

Muskegon Social District will explore the use of cups that can be recycled or composted.

Security-enforcement:

Security and enforcement in the Muskegon Social Districts would be provided by the Muskegon Police Department. The Muskegon Social District may hire certified private security personnel to assist within the district.

Insurance:

The city would insure its management and operation of the Muskegon Social District through its municipal umbrella insurance policy. Participating license holders would be left to secure their own liability insurance as they deem necessary.

Sanitation:

The Muskegon Public Works Department with heavy assistance from participating establishments would provide sanitation within the district including trash removal, litter pick up on a daily basis and deployment of portable toilets, if needed. Each participating license holder would be required to have a city provided trash receptacle outside of its entrances for the disposal of district cups and empty those receptacles when needed. The city would maintain its current downtown trash receptacles and could expand the number in areas where establishments are not available to assist.

Marketing and promotion:

The Muskegon Social District should have a branded name for marketing purposes and a distinctive logo. Marketing would be done through traditional free media and paid advertising along with extensive social media. The district needs its own Facebook page, other social media accounts and website.

Entertainment/food trucks:

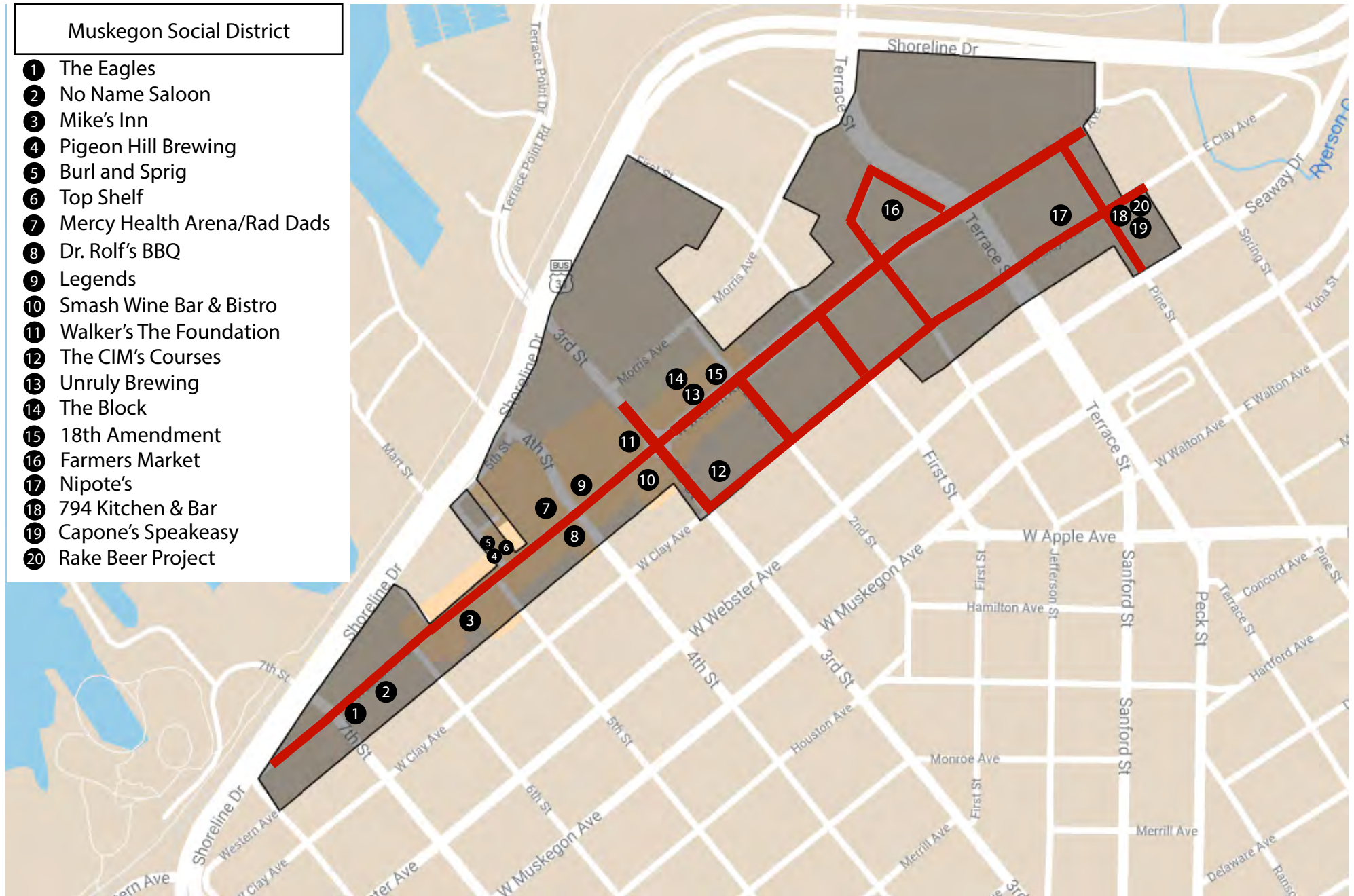
The Muskegon Social District has the opportunity to provide entertainment on a regular basis and food trucks when warranted. The district includes three small stages to provide various musical acts, including Olthoff Stage, Alcoa Square and the Farmers Market. The district could also coordinate and promote individual establishments wanting to feature musical entertainment. Finally, food trucks could be introduced to drive visitors into the district and create a street-fair atmosphere when deemed necessary.

Festivals/special events:

The state's Social District law does not allow special event liquor licenses to participate in a Social District. Such special licenses are the backbone of several large festival events historically within Muskegon's Social Districts. Going forward, the Muskegon Social District and its participating license holders seem to favor allowing these "beer tents" with no alcoholic beverage entering or exiting special-event licensed area. But ongoing coordination and collaboration with downtown events and festivals would be needed.

Muskegon Social District

- 1 The Eagles
- 2 No Name Saloon
- 3 Mike's Inn
- 4 Pigeon Hill Brewing
- 5 Burl and Sprig
- 6 Top Shelf
- 7 Mercy Health Arena/Rad Dads
- 8 Dr. Rolf's BBQ
- 9 Legends
- 10 Smash Wine Bar & Bistro
- 11 Walker's The Foundation
- 12 The CIM's Courses
- 13 Unruly Brewing
- 14 The Block
- 15 18th Amendment
- 16 Farmers Market
- 17 Nipote's
- 18 794 Kitchen & Bar
- 19 Capone's Speakeasy
- 20 Rake Beer Project



— = Consumption Area



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4-27-2021	Title: Social District Permit recommendation
Submitted By: Dave Alexander	Department: Economic Development
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: 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. You handled the initial eight such requests at your Aug. 25 and Sept. 8 meetings and subsequently approved 17 establishments. The attached resolution is for a second location for Burl & Sprig (former Boar's Belly) which is also seeking a Social District permit from the state and seeking City Commission recommended approval. The Social District plan identifies 22 potential participating licensees within the district. Other licensed establishments may file a Social District permit application in the future.	
Amount Requested: None	Amount Budgeted:
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 permits in the Downtown Muskegon Social District and to direct the City Clerk to certify the City Commission action with the MLCC.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

RESOLUTION 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 and virtually online on the city's Facebook page on the 27th day of April, 2021 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 of the 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. West Michigan Rum Co LLC, dba/Burl & Sprig, at Suite 4 and 2, 333 W. Western.
 - b.
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.

Stephen J Gawron, 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 April 27, 2021 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



Social District Permit Information



Local Governmental Approval Required Before You Apply

The city, township, or village where your business is located must have first designated a Social District before you may apply. Your licensed business must be contiguous to the commons area inside the Social District to qualify. Check with your local governmental unit to see if you qualify.

Your licensed business must also be approved individually by the city, township, or village before you apply for a Social District Permit. A local governmental unit approval form is attached to this application.

The governing body of a local governmental unit may designate a Social District within its jurisdiction that contains a commons area in which the patrons of qualified licensees may consume alcoholic liquor (beer, wine, mixed spirit drink, spirits, or mixed drinks/cocktails) in the commons area.

At least two (2) qualified licensees must have their licensed premises contiguous to a commons area for the area to qualify to be part of a social district.

The local governmental unit must define and clearly mark the commons area with signs. The local governmental unit must establish a management plan, including the hours of operation, for the commons area. These plans must be submitted to the Commission.

A qualified licensee may apply to the Commission for a Social District Permit using the attached application. The licensee must first obtain approval from the governing body of the local governmental unit before applying for the permit.

A licensee that has been issued a Social District Permit may sell alcoholic liquor for on-premises consumption on its licensed premises only, but then customers may remove the alcoholic liquor from the premises to be consumed in the commons area. A licensee must not sell alcoholic liquor in the commons area.

The commons area is not considered part of any licensee's licensed premises. Nevertheless, a licensee that has been issued a Social District Permit must make every effort to ensure that it does not sell alcoholic liquor to a minor or intoxicated person.

Any alcoholic liquor sold to customers for consumption in the commons area by a licensee with a Social District Permit must comply with all of the following:

- The serving container must prominently display the licensee's trade name or logo or some other mark that is unique to the licensee that sold the alcohol.
- The serving container must prominently display a logo or some other mark that is unique to the commons area.
- The serving container is not made of glass.
- The serving container does not have a liquid capacity over 16 ounces.

A customer that purchases alcoholic liquor to be consumed in a commons area must not transport that alcoholic liquor onto the licensed premises of another licensee contiguous to the commons area from which the customer did not purchase the alcoholic liquor. A licensee shall not allow alcoholic liquor purchased from another licensee to be brought onto its licensed premises.

A customer that purchases alcoholic liquor to be consumed in a commons area must not transport that alcoholic liquor outside of the commons area.

Qualified licensees for Social District Permits are:

- A retailer licensee that is licensed to sell alcoholic liquor for consumption on the premises, such as a Class C, Tavern, A-Hotel, B-Hotel, Club, G-1, or G-2. A Special License issued to a nonprofit organization is not a qualified licensee.
- A manufacturer with an On-Premises Tasting Room Permit.
- A manufacturer with an Off-Premises Tasting Room License or a Joint Off-Premises Tasting Room License. For Joint Off-Premises Tasting Room Licenses, all licensees that have licenses at that same location must be approved for and issued a Social District Permit.



Social District Permit Application

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

Licensee name:		
Address:		
City:	State:	Zip Code:
Contact Name:	Phone:	Email:

Part 2 - Required Documents & Fees

☐ Local Governmental Unit Approval <i>Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application (See page 2 for approval form)</i>	
☐ \$70.00 Inspection Fee (MLCC Fee Code 4036) ☐ \$250.00 Social District Permit Fee (MLCC Fee Code 4081)	TOTAL DUE: 320.00 Make checks payable to State of Michigan

Leave Blank - MLCC Use Only

Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Print Name of Licensee & Title

Signature of Licensee

Date

Please return this completed form and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax with Credit Card Authorization to: 517-284-8557



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (name of city, township, or village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is _____ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____
(regular or special) (date) (name of city, township, or village)

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.



Michigan Department of Licensing and Regulatory Affairs
Finance and Administrative Services
Revenue Services

LARA Revenue Services **is not** a part of
the Michigan Liquor Control
Commission (see note below).

Credit Card Authorization Form

**** FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 ****

**** DO NOT EMAIL OR MAIL THIS FORM ****

Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.

****IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED****

Name on Card: _____

Payment Amount: _____

Billing Address: _____

Card Number: _____

City: _____ State: _____ Zip Code: _____

Check One:

Phone: _____

☐ MasterCard

☐ Visa

☐ Discover

Email: _____

Security Code/CVV Code: _____

Applicant/Licensee Name: _____ Request or Business ID #: _____

Expiration Date: _____

Payment is for: _____

Signature _____

IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED.

Credit Card Payment Itemization:

Fee Type	Fee Amount	MLCC Fee Code
☐ Inspection Fee(s):	_____	4036
☐ Social District Permit Fee:	_____	4081

LARA Revenue Services **is not** a part of the Michigan Liquor Control Commission (MLCC). Receipt of payment and application forms by LARA Revenue Services does not constitute receipt of an application by the MLCC. **Applications submitted through LARA Revenue Services may take up to two (2) additional business days to be received by the MLCC after receipt by LARA Revenue Services.**

For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is received and processed by LARA Revenue Services.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/27/2021	Title: Harbor 31 Viridian Shores Housing Development Neighborhood Enterprise Zone Resolution of Intent
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: The development team at Harbor 31 has requested that the City of Muskegon create a Neighborhood Enterprise Zone around certain parcels at the Harbor 31 development site intended for owner-occupied housing units.	
Detailed Summary: The developers have planned a multi-phase, multi-use buildout for the Harbor 31 site which includes single family detached residential as well as owner-occupied townhomes. In order to make these homes marketable due to the large amount of environmental mitigation required, the developer has requested that an NEZ district be created so that future buyers can request Neighborhood Enterprise Zone certificates for their respective home builds. The process laid out in the attached resolution will comply with Public Act 147 of 1992 (NEZ Act) so that the City properly notices taxing jurisdictions and holds the required public hearing in the time frames as stipulated. Keep in mind that simply creating the NEZ district does not provide any owners with a tax abatement, only the ability to request one from the city in the future, which will require commission approval.	
Amount Requested: \$0	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Motion to approve the Resolution of Intent to create a Neighborhood Enterprise Zone as presented	
For City Clerk Use Only: Commission Action:	

Resolution _____

Intent to Establish a Neighborhood Enterprise Zone at the Harbor 31 Development Site

Whereas; The Harbor 31 Business Park is in the process of long-anticipated redevelopment which includes single family detached homes and townhomes **and;**

Whereas; Public Act 147 of 1992 of the State of Michigan allows for Neighborhood Enterprise Zones to be created by Local Government Units by resolution in order to promote housing development in blighted and vacant areas, **and;**

Whereas; The Act requires that the LGU intending to create the district for the Neighborhood Enterprise Zone in “Not less than 60 days before the passage of a resolution designating a neighborhood enterprise zone...the clerk of the local governmental unit shall give written notice to the assessor and to the governing body of each taxing unit that levies ad valorem property taxes in the proposed neighborhood enterprise zone” **and;**

Whereas; The act also requires that “The governing body shall hold a public hearing not later than 45 days after the date the notice is sent but before acting upon the resolution” **and;**

Whereas; The Economic Development Department of the City of Muskegon has reviewed the environmental findings and other materials submitted by the developer with respect to this request, and finds the NEZ incentive an appropriate and necessary tool for redevelopment of the site;

Now, Therefore be it Resolved; that the City Commission of the City of Muskegon intends to establish a Neighborhood Enterprise Zone at the Harbor 31 development site encompassing the parcels notated in Exhibit A, is instructing staff to duly notify all relevant taxing jurisdictions pursuant to state statute and set a public hearing date for June 22nd, 2021 at 5:30pm.



PROPOSED LEGEND

	EXISTING BUILDING		PROPOSED BUILDING
	EXISTING PARKING		PROPOSED PARKING
	EXISTING DRIVEWAY		PROPOSED DRIVEWAY
	EXISTING SIDEWALK		PROPOSED SIDEWALK
	EXISTING STREET		PROPOSED STREET
	EXISTING UTILITY		PROPOSED UTILITY
	EXISTING LANDSCAPE		PROPOSED LANDSCAPE

EXISTING LEGEND

	EXISTING BUILDING
	EXISTING PARKING
	EXISTING DRIVEWAY
	EXISTING SIDEWALK
	EXISTING STREET
	EXISTING UTILITY
	EXISTING LANDSCAPE

GENERAL LAYOUT NOTES:
 FINAL LAYOUT DESIGN SHALL BE PART OF EACH INDIVIDUAL LOT'S SITE PLAN

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY (PIPE, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS) HAS BEEN DETERMINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY (PIPE, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS). THE CONTRACTOR SHALL FURNISH ALL EXISTING UTILITIES TO VERIFY THE LOCATION AND ANY DISCREPANCY BETWEEN THE RECORDS SHALL BE BROUGHT TO THE ATTENTION OF THE RECORD ENGINEER.





PARADIGM DESIGN
ARCHITECTS & ENGINEERS

3015 W. 14th Ave. Suite C
Grand Rapids, MI 49504
(616) 745-5555

Grand Rapids | Phoenix | Tennessee City
www.paradigm-design.com



DAVID A. SMITH
PROFESSIONAL ENGINEER
STATE OF MICHIGAN
NO. 24584

PROJECT

HARBOR 31

PLANNED UNIT DEVELOPMENT

CITY OF MUSKOGEE, MICHIGAN

APPLICANT

HARBOR 31, LLC
2325 BELMONT CENTER DRIVE
BELMONT, MI 49306

915-490-0884

RELEASE DATE

DATE	DESCRIPTION
11/19/2020	PLD APPROVAL

PROJECT

2009082GR

SHEET

C-103

CIVIL DETAILED LAYOUT
PLAN - WEST

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/27/21	Title: Lakeshore Drive Settlement Fund Conveyance
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: The Lakeside Business Improvement District has been working with the Department of Public Works through their staff liaison for some time to settle some issues with the Lakeshore Drive Improvement Project. The following details a proposed arrangement to satisfy all parties concerned.	
Detailed Summary: The Lakeside Business District and several residents have voiced concerns about what they perceive to be substandard work by contractor Jackson-Merkey. This includes some small flatwork concrete issues, poor landscaping in public areas, and other punch list items. Recently, the Department of Public Works has received some settlement dollars from the contractor due to these and other deficiencies in the project. DPW and the Economic Development Department advocate conveying \$35,000 of these funds to the Lakeside BID in a one time payment to allow them to take the lead on repairing landscaping, streetscape features, and to defray future labor and material costs to DPW for things like snow removal on sidewalks and other maintenance. This would be in addition to the approximately \$22,000 that the BID is set to collect from their first special assessment collection and would set them up well to do their stated work plan. It would also keep money in Lakeside that was recovered by the City for improperly completed work by one of our contractors. The city stewards the BID funds, making this in effect a fund transfer.	
Amount Requested: \$35,000	Amount Budgeted: N/A
Fund(s) or Account(s): Contract Settlement with Jackson-Merkey	Fund(s) or Account(s): N/A
Recommended Motion: Motion to approve the conveyance of \$35,000 to the Lakeside BID as presented.	
For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 27 th , 2021	Title: Consumers Energy Easement
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is requesting authorization to approve the easement requested by Consumers Energy at 1651 Beach Street.	
Detailed Summary: Consumers Energy needs to replace a failing electric cable that provides electric service to The Deck along with the city owned charging station at Pere Marquette Park. In addition to this work Consumers Energy is proposing to relocate the electric transformer for The Deck that is currently nearing the end of its service life. All new cables will be underground with pad mounted transformers located above ground. The proposed easement is outlined in the attachment. The easement language has been reviewed and accepted by legal counsel.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize staff to approve the easement to Consumers Energy for 1651 Beach Street.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

EASEMENT FOR ELECTRIC FACILITIES

Master Tract# ROW000916065275
SAP# 1053830427
Design# 11191334
Agreement# MI00000054098

CITY OF MUSKEGON, a municipal corporation, whose address is 1350 East Keating Avenue, Muskegon, Michigan 49442 (hereinafter "Owner")

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

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

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

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

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

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

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

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

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

Ownership: Current Muskegon City Manager, to the best of his knowledge believes that the City of Muskegon is the lawful fee simple owner of the Easement Area, and that it has the right and authority to make this grant.

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

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

Date: _____

Owner: CITY OF MUSKEGON, a municipal corporation

By: Leo Evans
Its: DPW Director

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, Michigan,

on _____ by Leo Evans, DPW Director of the City of Muskegon, a municipal corporation, on behalf
Date
of the corporation.

Notary Public

Print Name

County, Michigan

Acting in _____ County

My Commission expires: _____

PROPERTY OWNERS MAIL

SIGNED EASEMENT TO:

David Renwick #100-2
Consumers Energy Company
700 E Sternberg Road
Norton Shores, MI 49441

Prepared By:
Nicole Corts 01/25/2021
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Revised By: Nicole Corts 04/15/2021

**REGISTER OF DEEDS OFFICE USE
ONLY**

Return recorded instrument to:
Carrie J. Main, EP7-287
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

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

All of Block 7 also described as that part of Block 739 of the Revised Plat of the City of Muskegon, adopted April 9, 1903, being in the West 1/2 of Section 28, Town 10 North, Range 17 West, according to the recorded plat thereof Muskegon County Records, bounded Northerly and Easterly by the Muskegon Lake Channel, Southerly by the North line of Water Street, Westerly by the Westerly line of Beach Avenue, extended to Muskegon Lake Channel.

Also known as: 1651 Beach Street, Muskegon, Michigan 49441

Parcel ID: 61-24-205-734-0001-00

AND

Part of Block 739, City of Muskegon Revised Plat of 1903, being in the Southwest 1/4 of Section 28, Town 10 North, Range 17 West, described as: Project the North line of Indiana Avenue Southwesterly to the Westerly line of Westerly Beach Street Oval to Point of Beginning is 30.00 feet South of the Northeasterly projected South line of existing Pavilion Boulevard; thence Northwesterly 180.00 feet more or less along the Westerly Beach Street oval to a point 50.00 feet North of the Northeasterly projected North line of existing Pavilion Boulevard; thence Southwesterly and at right angle to Westerly line of Westerly Beach Street oval 105.00 feet and 50.00 feet Westerly of projected West line of existing Pavilion Boulevard; thence Southeasterly and parallel to Westerly Line to Westerly line of Westerly Beach Street oval 180.00 feet; thence Northeasterly 105.00 feet to Point of Beginning being a rectangular parcel 105.00 feet by 180.00 feet.

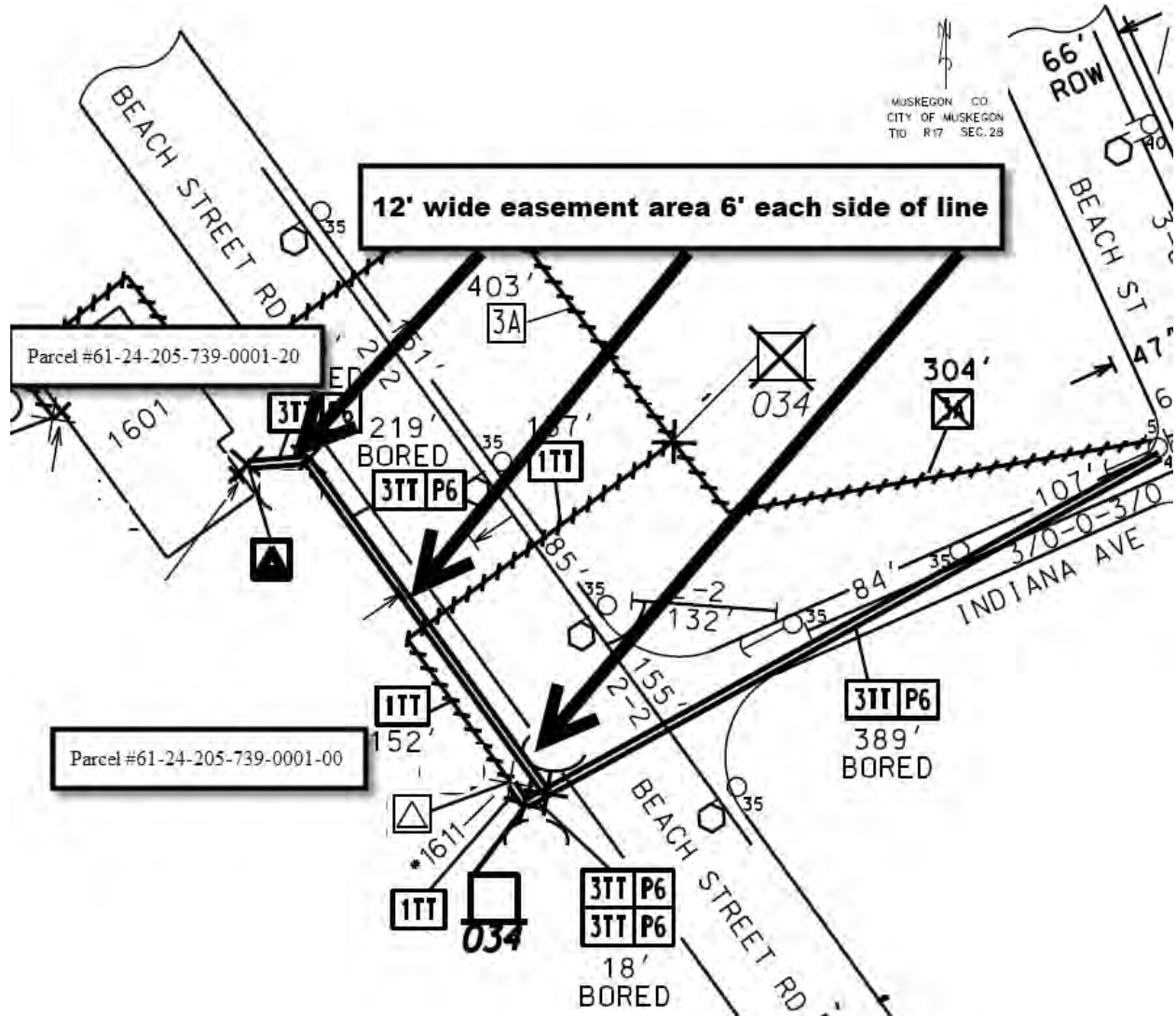
Also known as: 1601 Beach Street, Muskegon, Michigan 49441

Parcel ID: 61-24-205-739-0001-20

EXHIBIT B

Easement Area

A 12.00-foot-wide strip of land, being 6.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 04/27/2021	Title: Water Filtration Plant & Harvey Pump Station Building Repairs
Submitted By: Leo Evans/Joe Buthker	Department: Public Works - Filtration

Brief Summary: Staff is requesting authorization to contract with multiple contractors for building repairs and upgrades at the Water Filtration Plant and Harvey Pump Station.

Detailed Summary:

Staff has been working since 2019 to create a plan to address a number of problems that have developed in the buildings at the Water Filtration Plant and the Harvey Pump Station.

Four major projects will occur at the Water Filtration Plant:

- The roofs on two buildings will be replaced. A 2018 assessment found these two roofs to have failed, and they currently leak during rain storms and snow melt.
- Over 100 windows will be replaced on five buildings. These windows have experienced seal failures. Lintels that have corroded and have become a major source of leaks will be replaced.
- Masonry repairs will occur on five buildings where brickwork is cracked, pulling away from the buildings, or in need of tuck pointing. New control joints will be created where necessary. Damaged limestone will be repaired.
- Excessive condensation will be addressed with ventilation upgrades in three buildings. The intake and exhaust of the dehumidification system will be modified to bring it to code.

Five major projects will occur at the Harvey Pump Station:

- The roof on the pump station building will be replaced. A 2018 assessment found this roof to have failed.
- The windows of the pump station building will be replaced. Some of the current windows can no longer be opened, creating ventilation issues in the summer. Others do not close completely, creating heating issues in the winter.
- The original plumbing for the floor drains has corroded away and will be replaced.
- The 5.0 million gallon in-ground reservoir will have a membrane placed over its cap. This will require sand and top soil to be removed from the top, roofing material to be installed, and the sand and topsoil to be put back in place with new grass. This project has been recommended by the state.
- New fencing will be installed around the perimeter of the pump station and reservoir property.

Staff is requesting the following bids be approved:

<u>Contractor</u>	<u>Project</u>	<u>Cost</u>
CS Erickson	Electrical	\$67,720
DHE Mechanical	Mechanical & Plumbing	\$119,400
Ostrander	Roofing	\$832,674
Ram Construction	Masonry & Restoration	\$382,415
Grand Valley Glass	Glass & Aluminum	\$208,575
Accurate Excavators	Earthwork	\$183,500
Boerman Fence	Fencing	\$48,345
Total Bids		\$1,842,629

Staff is requesting a maximum of \$530,178 for an owner's allowance to cover permits, general construction costs, owner-project specific allowances, owner/construction contingency, inspections & testings as well as consulting costs. This cost was estimated by Construction Simplified, the firm that is working as the Owner's Rep for this project. The construction management portion of the owner's allowance was not put out for bids. Construction Simplified has worked with the City on other projects and has added value to this project with their expertise in construction project management, in particular, overseeing the multiple contractors and the two locations that are a part of this project. The total cost of this project, which includes the owner's allowance and the bids listed above, will be \$2,380,007.

The project will be funded by location, as the WMRWA will contribute to the costs of the repairs at the plant, but not at the pumping station. The amount requested that was not budgeted will be addressed in the FY 21-22 budget. The project will start in FY 20-21 and continue in FY 21-22. The breakdown is estimated as follows:

	<u>FY 20-21</u>	<u>FY 21-22</u>
Water Filtration Plant (92008)	\$300,000	\$1,272,804
Harvey Pump Station (92007)	\$213,250	\$593,953

Amount Requested: \$2,380,007

Amount Budgeted: \$2,000,000

Fund(s) or Account(s): 591-92007 \$807,203
591-92008 \$1,572,773

Fund(s) or Account(s): 591-92007 \$1,040,000
591-92008 \$960,000

Recommended Motion:

Authorize staff to contract with CS Erickson, DHE Mechanical, Ostrander, Ram Construction, Grand Valley Glass, Accurate Excavators, Boerman Fence for a total amount of \$1,842,629 with an included owner's allowance of \$530,178 to perform building repairs and upgrades and the Water Filtration Plant and Harvey Pump Station.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:



Date: April 20th, 2021

Client: Muskegon Water Filtration
1900 Beach Street
Muskegon, MI

Project: Water Treatment & Harvey Booster Station Restoration & ReRoof

Construction Simplified (CS) is hereby proposing to provide the Construction Owner Representation services for Muskegon Water Treatment and Harvey Booster Station. Per our understanding of the projects, we have received competitive bids, and reviewed them on behalf of the city. The following broken out prices encapsulate the major efforts by subcontractors to restore the masonry, install new windows, refence and install new roofing/membranes at the individual locations.

Owner's Representative Services – Our construction Owner's Representative services will help provide accountability, clarity and an educated viewpoint to Muskegon team throughout the projects. We estimate the restorative masonry, window replacement and reroof work will take approximately 18 weeks with a potential additional 5 week mobilization due to masonry lead times, commencing the projects upon approval and completing in late November 2021. These projects will require frequent onsite visits with documentation, supervision and leadership throughout.

Below is a brief synopsis of the project costs. It includes a project total, as well as broken out costs for each location and an expected spend for fiscal year 2020. Additionally, an attached project budget summary page is included for reference.

PROJECT TOTAL - \$2,380,007

- **Water Treatment** – \$1,572,773
- **Harvey Booster** - \$807,203

Fiscal Year 2020 expected spend (included in Project Total, and broken out for reference):

- Water Treatment – \$300,000
- Harvey Booster - \$213,250

I look forward to working with the Muskegon team and am excited to help deliver these projects on time, on budget, with an overall enjoyable, exciting, and simple process. My goal is to provide you with unprecedented value. Please, as you review the proposal feel free to reach out and contact me with any questions. I appreciate the opportunity!

Sincerely:

A handwritten signature in black ink, appearing to read "Jeff Salowitz".

Jeff Salowitz, Partner

Attachments

- Owner's Representative & Subcontractor Budget Summary

BID TAB & BIDDERS LIST

Project: Muskegon Water Treatment
Address: Beach Street
Date: 4.13.2021

Masonry & Restoration	Base Bid	Bond	ALT 1	NOTES	Total
Ram	\$328,014.00	\$16,401.00	\$38,000.00		\$382,415.00
Kent	\$1,510,000.00				\$1,510,000.00
DV Masonry	\$450,000.00			Failed to Deliver on time.	\$450,000.00
DC Byers	\$0.00			Failed to Deliver on time.	\$0.00
JK Masonry	\$0.00			Failed to Deliver on time.	\$0.00
Potts Masonry	\$0.00			Declined to propose	\$0.00
Kortman Masonry	\$0.00			Failed to Deliver on time.	\$0.00
Roofing	Base Bid		ALT 1	NOTES	Total
Ostrander	\$801,141.00	Included	\$ 31,533.00		\$832,674.00
Hookstra	\$1,018,813.00				\$1,018,813.00
Vandoorn	\$1,148,349.00				\$1,148,349.00
J. Stevens	\$0.00				\$0.00
Langerak	\$0.00				\$0.00
Modern Roofing	\$0.00				\$0.00
Weathershield	\$0.00				\$0.00
Excel Roofing	\$0.00				\$0.00
Certified Building Solutions	\$0.00				\$0.00
Lutz Roofing	\$0.00				\$0.00
Mid-Michigan Roofing	\$0.00				\$0.00
Tichenor Inc.	\$0.00				\$0.00
McDonald Roofing	\$0.00				\$0.00
Glass & Aluminum	Base Bid		ALT 1	NOTES	Total
Grand Valley Glass	\$208,575.00	Included			\$208,575.00
Lakeshore Glass	\$269,270.00		\$20,895.00		\$290,165.00
Vos Glass	\$212,700.00				\$212,700.00
Huskey Glass					\$0.00
Store Fronts					\$0.00
Plumbing	Base Bid		ALT 1	NOTES	Total
DHE	\$44,000.00	Included			\$44,000.00
Godwin	\$62,600.00				
River City Mech				Failed to deliver	
Gale Plumbing				Failed to deliver	
Mechanical	Base Bid	Bond		NOTES	Total
DHE	\$75,400.00	Included			\$75,400.00
River City Mech				Failed to deliver	
Martech				Failed to deliver	
Electrical	Base Bid	Bond	ALT 1	NOTES	Total
CSE	\$67,720.00	Included			\$67,720.00
Mellema Electric	\$0.00			Failed to deliver	
Highpoint Electric	\$0.00			Declined to bid	
DPE	\$0.00			Failed to deliver	
Elder Electric	\$0.00			Declined to bid	
Earthwork	Base Bid		ALT 1 - 10lb Machine	NOTES	Total
Accurate	\$183,500.00	Included	-\$62,360.00		\$183,500.00
Pater Bobcat	\$0.00			Failed to deliver	\$0.00
Steenwyk Excavating	\$0.00			Declined to bid	\$0.00
Lobezoo Trenching	\$0.00			Failed to deliver	\$0.00
Advanced Excavating	\$0.00			Declined to bid	\$0.00
JW Potter	\$0.00			Declined to bid	\$0.00
Oetman Excavating	\$0.00			Failed to deliver	\$0.00
Thornapple Excavating	\$0.00			Failed to deliver	\$0.00
Fencing	Base Bid		ALT 1	NOTES	Total
Boerman Fence	\$48,344.22	Included			\$48,344.22
Straight Line Fencing	\$51,000.00	\$2,550.00		Failed to deliver to the City on time.	\$53,550.00
Fence Consultants	\$64,758.00	\$3,237.90			\$67,995.90

Project Name:		Muskegon Water Works		General Project Info:		Total		Unit Price	
Project Address:		1900 Beach Street		Use	Water Treatment	Site Acreage	NA	#VALUE!	
Client:		City of Muskegon		Structure	Masonry	Building Gross SF	NA	#VALUE!	
Architect:		Abonmarche		Wall Type	NA	Building Foot Print	NA	#VALUE!	
Estimate Type:		Construction		MEP Systems	NA	Building Heated SF	NA	#VALUE!	
Drawing Date:		3-17-2021		# of Floors	2	Total Unit SF	NA	#VALUE!	
LEED:		NO				# of Units	NA	#VALUE!	
Taxable:		6.0%		Project Schedule:		Project Cost Estimate: \$ 2,380,007			
Labor Burden:		60.0%							

			Start	Finish
Preconstruction	10.1	Weeks	02/15/21	04/27/21
Construction Phase	18.0	Weeks	04/27/21	08/31/21
	4.16	Months		

PROJECT ESTIMATE DETAIL

Description	Unit	Quantity	CS	Subs & Consultants	Reimbursables	Comments	Category Total
Preconstruction Services							
							7,200
Construction Simplified	LS	1	\$ 7,200	\$ -	\$ -	See Precon Services Detail Sheet	
							7,200

Description	Unit	Quantity	Direct Costs or Estimates			Subcontractor		Other	Comments	Category Total
			Labor	Material	Equipment	\$\$\$	Name			
Cost of Work										
042 MASONRY	LS	1				382,415.00	RAM			382,415
Treatment 15% overage for tuckpointing & Damage brick	EA	120								
Treatment Temp in Windows on daily basis	EA	120								
Treatment Clean & Reseal Control Joints	LF	200								
Treatment New Control Joints	LF	300								
Treatment Remove & Replace Stone Bands	LF	9								
Treatment Remove & Replace Stone Caps	LF	8								
Treatment Remove & Replace Stone Sills	EA	1								
Treatment Remove & Replace Stone Trim	LF	6								
Treatment Remove & Replace Stone Panels	SF	50								
Treatment Remove & Reinstall Limestone Panels	SF	28								
Treatment Patch Limestone Panels	SF	100								
Treatment Seal Limestone Fractures	SF	15								
Treatment Tuckpoint Brick	SF	2,000								
Treatment Brick Removal/Replacement/Infill	SF	1,633								
Treatment Glazed block	U									
Treatment Repair spalling concrete on beams.	EA	7								
Treatment Repair spalling concrete on columns	EA	2								
Treatment Provide all necessary shoring	LS	1								

Description	Unit	Quantity	Direct Costs or Estimates			Subcontractor		Other	Comments	Category Total
			Labor	Material	Equipment	\$\$\$	Name			
Treatment	Brick Veneer Replacement	SF	1,167							
Treatment	Furnish Continuous Flashing behind Brick Veneer	LF	275							
Treatment	Provide all rigging or scaffolding	LS	1							
Harvey	Clean concrete panels	LS	1							
Treatment	Lintel Replacement									
Treatment	L1 Lintel Replacement	EA	51							
Treatment	L2 Lintel Replacement	EA	4							
Treatment	L3 Lintel Replacement	EA	1							
Treatment	L4 Lintel Replacement	EA	2							
Treatment	L5 Lintel Replacement	EA	14							
Treatment	L6 Lintel Replacement	EA	34							
Treatment	L7 Lintel Replacement	EA	14							
Treatment	L9 Lintel Replacement	EA	1							
075	MEMBRANE ROOFING									832,674
Treatment	Roofing - Labor	LS	1			487,000.00	Ostrander			
Treatment	Roofing - Material	LS	1			132,424.00	Garland			
Harvey	Roofing - Material - Harvey Tank Membrane	LS	1			213,250.00	Garland			
Treatment	Demo Roof (ballast, insulation, membrane, flashing, fascia, blocking) - dispose offsite	SF	21,025							
Treatment	Remove existing concrete pavers	SF	900							
Treatment	Remove existing roof stacks & repair roof deck	EA	14							
Treatment	Replace perimeter blocking as needed.	LS	1							
Treatment	Replace wood roof curbs	LS	1							
Treatment	Replace Existing 2x4 treated blocking	LF	950							
Treatment	Replace wood sleepers	EA	2							
Treatment	Protect Equipment Allowance	LS	1							
Treatment	Furnish Fascia	LF	950							
Treatment	Install New Roof System (tapered ins, membrane, etc)	SF	21,025							
Treatment	A full 10% retainage will be held indefinitely until 100% completion of roof and manufacturers warranty are issued. Any additional material is the responsibility of the subcontractor in entirety.	LS	1							
084	GLASS & ALUMINUM	LS	1			208,575.00	Grand Valley Glass			208,575
Treatment	Demo Existing Windows (No Abatement Assumed)	EA	120							
Treatment	Provide Flashing w/ Drip @ Windows	LF	688							
Treatment	Provide Thermally broken window type:									
Treatment	A	SF	1,785							
Treatment	B	SF	33							
Treatment	C	SF	234							
Treatment	C-1	SF	48							
Treatment	D	SF	54							
Treatment	E	SF	400							
Treatment	F	SF	150							
Treatment	G	SF	153							
Treatment	G-1	SF	18							
Treatment	H	SF	480							
Treatment	J	SF	100							
Treatment	Caulk all perimeters - Inside & Outside	LF	15,000							
221	PLUMBING	LS	1			44,000.00	DHE			44,000

Description		Unit	Quantity	Direct Costs or Estimates			Subcontractor		Other	Comments	Category Total
				Labor	Material	Equipment	\$\$\$	Name			
Harvey	Demo existing 6" san line	LF	50								
Harvey	Install new 6" san line	LF	50								
Harvey	Provide all scaffold & OSHA safety	LS	1								
230	MECHANICAL	LS	1				75,400.00	DHE			75,400
Treatment	Remove outside air duct	LS	1								
Treatment	Remove window in prep for new Louver	SF	50								
Treatment	Cap & insulate duct at wall	LS	1								
Treatment	Furnish and install new louver & duct	LF	10								
Treatment	Install new louver	EA	1								
Treatment	Remove Existing Fan	EA	4								
Treatment	Remove & prep fan location	EA	2								
Treatment	Remove louvers & accessories, prep for new louver	EA	2								
Treatment	Remove exhaust fan, prep for new	EA	4								
Treatment	Furnish EF-1	LS	2								
Treatment	Furnish EF-2	LS	4								
Treatment	Furnish SF-1	LS	2								
Treatment	Furnish SF-2	LS	4								
Treatment	Furnish LV-1	LS	4								
260	ELECTRICAL	LS	1				67,720.00	CS Erickson			67,720
Treatment	Remove fan wiring - pull back to source & label as spare	EA	10								
Treatment	Supply power to SF-2	EA	2								
Treatment	Supply power to EF-2	EA	2								
Treatment	Supply power to EF-2	EA	2								
Treatment	Supply power to SF-2	EA	2								
Treatment	Provide fan control contactor & switch	EA	2								
Treatment	Supply power to SF-1	EA	4								
Treatment	Supply power to LV-1	EA	4								
Harvey	Supply conduit to gate	LF	150								
Harvey	Provide card reader for motorized gate	EA	1								
Harvey	Connect motorized gate	EA	1								
Harvey	Track broken Conduit on T&M	LS	1								
	EARTHWORK	LS	1				183,500.00	Accurate			183,500
Harvey	Remove & store tops soils	SY									
Harvey	Strip sand & soil down to deck	SY									
Harvey	Power broom deck	SY									
Harvey	Lay soil back down	SY									
Harvey	Topsoil and Hydro seed	SY									
	FENCING	LS	1				48,345.00	Proline Fencing			48,345
Harvey	Demo Existing Fence	LF	1,200								
Harvey	6' Fence w/ Barbed wire	LF	1,200								
Harvey	Rolling gate with Hydraulic system & Controls	EA	1								
										Cost of Work Subtotals	1,842,629
Allowances & Contingencies											
Owner Allowance(s)		LS	1								202,850

Description		Unit	Quantity	Direct Costs or Estimates			Subcontractor		Other	Comments	Category Total
				Labor	Material	Equipment	\$\$\$	Name			
Treatment	10% for brick tuckpointing - unit 1	SF	150				8.00				
Treatment	10% for brick remove & replace- unit 2	SF	250				11.00				
Treatment	25% for damaged glazed block - unit 3	SF	300				36.00				
Treatment	Masonry Restoration	LS	1				30,000.00			Based on 10% of masonry contract	
Treatment	Demo Glass Block Openings	EA	30				1,470.00				
Harvey	Demo & Replace Stair - Assumes rail & Inserts	LS	1				10,000.00				
Treatment	Temp all windows - Allowance	EA	120				500.00				
Harvey	Temp all windows - Allowance	EA	13				500.00				
Treatment	South Filter Building - Added Supervision	LS	1				18,000.00				
Treatment	South Filter Building - Added PM Time	LS	1				19,500.00				
Owner Change Order Fund		%	2.50%						\$ 1,842,629		46,066
Construction Contingency		%	2.50%						\$ 1,842,629		46,066
Scope Specific Contingencies:											0
									Allowance & Contingencies Subtotals		294,981
Value Enhancement											
Accepted VE											0
Pending VE											0
Suggested VE											(62,360)
Harvey	Use larger Equipment to strip Harvey Tank	LS	1				-62,360.00				
									Value Enhancement Subtotals		(62,360)
Construction Support											
General Conditions		LS	1						\$ 98,360	See GCs Detail Sheet	98,360
Building Permit		LS	1						\$ 16,659		16,659
BUILDING PERMIT (1 = YES, 0 = NO)		1							\$ 2,324,715	Project Total Value	
JURISDICTION		Muskegon									
COST FOR FIRST \$1,000.00		40.00	40								
COST FOR EACH ADDITIONAL \$1,000.00		6.50	15104								
PLAN REVIEW FEE (IF PROJECT > 1,000,000)		10%	1514								
Bonding											0
Surety Bond		LS	-						\$ -		
Insurances											0
Liability Insurance		%	0.00%						\$ -		
Design Build Insurance		LS	-						\$ -		
Builder's Risk Insurance		LS	-						\$ -	Not Required	
Inspections & Testing											3,500
Materials Testing		LS	1				\$ 3,500	Allowance			
Trade 3rd Party Testing		LS	1				\$ -	Allowance			
Survey & Layout											0
Site & Utility Staking		LS	1				\$ -	Allowance			
Building Construction Staking		LS	1				\$ -	Allowance			

Description	Unit	Quantity	Direct Costs or Estimates			Subcontractor		Other	Comments	Category Total
			Labor	Material	Equipment	\$\$\$	Name			
									Construction Support Subtotal	118,519
Description	Unit	Quantity	CS	Subs & Consultants		Reimbursables		Comments		Category Total
Construction Management Services										
Construction Simplified	LS	1	\$ 77,780	\$ -		\$ 265	See CM Services Detail Sheet		78,045	
Construction Management Fee	%	1.65%	\$ 2,341,374							38,633
									Construction Management Subtotal	116,678
										\$ 2,380,007
END OF ESTIMATE										



**Muskegon Water Works
Construction
4/20/2021**

			Total
Preconstruction Phase Services			
Preconstruction Services - Previously Included		\$	7,200
PreConstruction Sub Total:			\$ 7,200
Cost of the Work			\$ 1,842,629
042 MASONRY	\$	382,415	
075 MEMBRANE ROOFING	\$	832,674	
084 GLASS & ALUMINUM	\$	208,575	
221 PLUMBING	\$	44,000	
230 MECHANICAL	\$	75,400	
260 ELECTRICAL	\$	67,720	
031 EARTHWORK	\$	183,500	
032 FENCING	\$	48,345	
Allowances and Contingencies			
Owner Allowance(s)		\$	202,850
Owner Change Order Fund	2.5%	\$	46,066
Construction	2.5%	\$	46,066
Cost of the Work Subtotal:			\$ 2,137,610
Construction Support			
General Conditions		\$	98,360
Building Permit		\$	16,659
Bonding		\$	-
Insurances		\$	-
Inspections & Testing		\$	3,500
Survey & Layout		\$	-
Construction Support Subtotal:			\$ 118,519
Construction Phase Services			
LABOR		\$	78,045
FEE / OH&P		\$	38,633
Construction Phase Services - Total:			\$ 116,678
Total Estimated Construction Contract Value:			\$ 2,380,007

Value Enhancement

1. A deduct of \$62,360 could be taken should a larger piece of equipment deemed safe to use at Harvey. This is due to increased efficiency.
2. Deduct of \$5,500 to eliminate floor coring, floor drain body material, grouting new bodies and associated labor at Harvey is available should the floor drains prove to be sound.
3. An ADD of \$1700 to replace (1) water closet, (1) wall hung lavatory, & (1) wall hung type service sink.
4. At Harvey, there is a broken conduit that potentially needs to be replaced. The credit to reuse the conduit is \$13,684. The Electrician can perform this work on a T&M NTE basis with time tickets to capture cost savings for the Owner.

Qualifications, Inclusions, & Exclusions:

1. No Winter Conditions are included.
2. Supervision hours have been included with appropriate allowances to provide efforts upon a longer construction schedule due to lead times.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

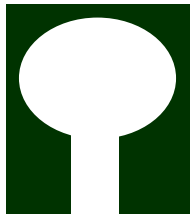
Commission Meeting Date: 04/27/2021	Title: Marshall Street Water Tower Painting
Submitted By: Joe Buthker	Department: Public Works - Filtration
Brief Summary: Staff is requesting authorization to contract with Fedewa, Inc. for painting and modifying the Marshall Street water tower.	
Detailed Summary: The Marshall Street water tower is located in the Jackson Hill neighborhood and highly visible from the Moses J. Jones Parkway. The tower's exterior and interior coatings are beyond their expected lifetimes, and a 2019 inspection found the coatings to be deteriorating and delaminating. The exterior tower coating continues to chalk, fade, and lose its gloss. The project will involve a complete overcoat of the tower exterior and also includes repairs to the interior coating. Additionally, the cathodic protection system that prevents corrosion of the structure has failed and will be replaced. Other modifications will take place to bring the tower into compliance with current safety standards and drinking water regulations. The artwork on the tower will be changed to the Muskegon Public Schools symbol with the phrase <i>Big Red Nation</i>. Staff continues to work alongside Dixon Engineering to oversee the design, bidding, construction, and post-construction phases of this project. Dixon has extensive knowledge of the city's water towers and has managed many of our past water tower projects and inspections. Nine proposals were received for painting and modifying the water tower. Dixon has evaluated the bids and recommends the lowest bid of \$265,699.00 from Fedewa, Inc. This project is budgeted as part of the FY 20-21 budget. The project is scheduled to begin in September, so funds will be carried over to the budget for FY 21-22.	
Amount Requested: \$265,699.00	Amount Budgeted: \$325,000.00
Fund(s) or Account(s): 591-92035	Fund(s) or Account(s): 591-92035
Recommended Motion: Authorize staff to contract with Fedewa, Inc. in the amount of \$265,699.00 to paint and modify the Marshall Street water tower.	
Check if the following Departments need to approve the item first: Police Dept. ☐	

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

April 16, 2021

Mr. Joe Buthker
City of Muskegon
1900 Beach St.
Muskegon, MI 49441

Subject: Marshall Street Tank Exterior, Dry Interior, and Wet Interior Painting WFP-21-001—
Recommendation for Award

Dear Joe:

Dixon Engineering has reviewed the bids submitted for the exterior overcoat, dry interior repaint, wet interior spot repaint, and miscellaneous repairs of the City's 1,000,000 gallon Marshall Street tank and recommends award to the low bidder, Fedewa Inc., of Hastings, MI, for the bid amount of \$265,699. This includes all line items bid and is below our project estimate for this scope of work of \$272,000 from our 2019 report. Bidding was competitive with nine bids received, and the first and second low bidders separated by only 13%. Fedewa is a prequalified contractor with Dixon and has successfully completed many similar projects. Their recent projects include tanks in Wyoming, Grandville, East Lansing, and Byron Gaines Twp.

Enclosed for your review and action is the Notice of Award. After City approval, please sign and forward three copies to the contractor for signature. Instruct the contractor to return one copy to the City, forward a copy to our office, and retain a copy for his files. Also, please notify the contractor he is to forward to our office the required bonds and certificate(s) of insurance for inclusion in the contract documents.

If you have any questions regarding our recommendation, please contact me at (616) 374-3221, Ext. 309 or (616) 292-1288.

FOR DIXON ENGINEERING INC.,

Eric Binkowski
Project Manager

Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council

Muskegon, Michigan - 1,000,000 Gallon Radial Arm (Marshall St.)

2021 Water Tower Painting Project -April 6, 2021

	LC United	Seven Brothers	Fedewa	Viking Industrial	L&T Painting	PT&T
	Sterling Hgts,	Shelby Twp.,	Hastings,	Omaha,	Shelby Twp.,	Henderson,
	MI	MI	MI	NE	MI	KY
Section 05 00 00						
Wet Interior Roof Hatch (1)	3,500	7,200	4,000	5,500	3,500	3,550
Overflow Pipe Discharge Mod. (2)	3,000	2,900	4,699	5,000	3,000	3,550
Wet Interior Ladder (3)	9,500	9,000	12,900	14,000	9,000	8,740
Roof Railing Section (4)	3,500	8,400	7,100	14,000	6,800	10,730
Total Section 05 (1-4)	19,500	27,500	28,699	38,500	22,300	26,570
Section 09 97 13						
Exterior Overcoat (1)	184,000	195,550	180,000	258,800	255,600	417,725
Wet Interior Spot Repaint (2)	42,000	72,100	10,000	43,650	38,300	43,765
Dry Interior Repaint (3)	27,000	42,675	20,000	70,000	26,340	62,165
Lettering (4)	6,500	9,500	2,000	11,500	4,000	8,735
Total Section 09 (1-4)	259,500	319,825	212,000	383,950	324,240	532,390
Section 26 00 00						
Cathodic Protection System (1)	25,500	27,000	25,000	32,500	24,800	39,985
Project Total	304,500	374,325	265,699	454,950	371,340	598,945
Antennas & Cables	200	1,500	500	4,500	2,000	1,000
Bid Bond						

Corrected Amount

**Muskegon, Michigan - 1,000,000 Gallon Radial Arm (Marshall St.)
2021 Water Tower Painting Project -April 6, 2021**

	Southern Rd. & Bridge	TMI Coatings	V & T			
	Tarpon Springs, FL	St. Paul, MN	Farmington Hills, MI			
Section 05 00 00						
Wet Interior Roof Hatch (1)	4,000	5,900	6,000			
Overflow Pipe Discharge Mod. (2)	3,000	6,700	3,500			
Wet Interior Ladder (3)	22,000	26,900	12,000			
Roof Railing Section (4)	12,000	10,500	9,500			
Total Section 05 (1-4)	41,000	50,000	31,000			
Section 09 97 13						
Exterior Overcoat (1)	200,000	308,900	220,000			
Wet Interior Spot Repaint (2)	100,000	56,000	25,000			
Dry Interior Repaint (3)	253,000	93,800	30,000			
Lettering (4)	5,000	15,300	5,000			
Total Section 09 (1-4)	558,000	474,000	280,000			
Section 26 00 00						
Cathodic Protection System (1)	40,000	37,000	35,000			
Project Total	639,000	561,000	346,000			
Antennas & Cables	1,000	6,000	1,000			
Bid Bond						

Corrected Amount

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 27, 2021	Title: Hartshorn Marina Engineering Services
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is requesting authorization to hire Abonmarche to provide engineering services related to previously identified facility improvements needed at Hartshorn Marina.	
Detailed Summary: Staff worked directly with Abonmarche to develop a proposed scope of work based upon the Engineering Study that was prepared by Abonmarche related to necessary facility improvements at Hartshorn Marina. Staff and the Commission have previously pursued MDNR grants to help fund the project but were unsuccessful and did not see a path forward utilizing MDNR (or other) grants for the project, as such staff is recommending that the project be pursued with ARPA funds or through a Bond Sale to expedite the necessary upgrades to the facility. The project work will include needed repairs to the marina, and does not include any clubhouse or pool items that have been the point of previous discussions. Improvements will focus largely on dock replacement, electrical upgrades, and other associated items to serve the existing use of the site. The intention is to design the project over the summer and construct in the Fall of 2021 / Spring of 2022 to have the upgrades in place before the 2022 Season. The proposal as presented in the packet requires minor revisions a Staff worked directly with Abonmarche to prepare this proposal rather than soliciting proposals based on their prior familiarity with the site obtained during the preparation of the Engineering Study. Their proposed costs were reviewed and appear reasonable based on an approximately \$2.0M scope.	
Amount Requested: \$230,600	Amount Budgeted: \$2,500,000 20/21 - \$30,000 21/22 - \$2,470,000
Fund(s) or Account(s): 594-TBD-5346	Fund(s) or Account(s): 594-TBD-5346
Recommended Motion: Authorize staff to hire Abonmarche to provide Engineering Services related to facility improvements at Hartshorn Marina.	

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

April 20, 2021

Attn: Mr. Leo Evans, P.E.

City of Muskegon

131 E. Apple Avenue

Muskegon, MI 49442

Leo.evans@shorelinecity.com

**Re: City of Muskegon – Hartshorn Marina
Proposal for Engineering Services (Rev1)**

Dear Mr. Evans:

Thank you for contacting Abonmarche regarding improvements to Hartshorn Marina. Per our recent meeting and subsequent discussions, Abonmarche is pleased to present this proposal for engineering and construction administration services for an initial Phase of improvements to the facility. Our staff has extensive experience with Great Lakes marinas and, in particular, with Hartshorn Marina. We look forward to helping the City of Muskegon in updating the marina.

UNDERSTANDING

We understand that the City is planning to make improvements independently and is planning to fund the project through bonds. This proposal is based upon design and construction administration of a project with a construction cost of \$2,000,000. Although the final construction scope of 2021-22 Improvements Phase has yet to be determined, the City has requested design phase services for the following components, which are listed in general order of priority:

- Floating T-Dock Replacement
- NEC & NFPA Code Upgrades
- North Floating Dock Replacement
- Sidewalk and Settlement Repairs
- ADA Improvements to Boater Services Building and Office
- Security/fence improvements

It is possible that not all of the above will be budgeted for the 2021-22 Improvements Phase, subject to ongoing reviews by the City.

SCOPE OF SERVICES

We propose the following Scope of Services:

Task 1 – Topographic Survey

Abonmarche will complete an updated topographic survey of the project area, as outlined below. The main basin area (3 acres +/-) will be the priority survey area, followed by the small boat basin and launch area (6 acres +/-). This information will be needed for design development and will be necessary for the preparation of permit application drawings. We will survey the docks, promenade, parking areas, surface features, curbs, and other site components which are visible from the surface. Approximate parcel limits will be depicted based upon record information provided by the City and the location of site monuments, if found. The deliverable for this task will be a survey drawing with contours expressed in one-foot interval contour lines and spot elevations. This drawing will be provided in print and PDF formats.



Figure 1: 2018 Google aerial image; Main basin survey limits shown in orange (approx. 3 AC)





Figure 2: 2018 Google aerial image; Small boat basin/launch survey limits shown in yellow (approx. 6 AC)

Task 2 – Preliminary Design

Shortly after receiving the notice to proceed, Abonmarche will meet with the City of Muskegon and F3 Marinas to review the project scope, confirm guiding principles, and establish milestones. We will also plan to visit the facility to collect measurements, observe current conditions, and evaluate potential issues not previously identified.

Abonmarche will then prepare preliminary plans for the new floating docks, utility improvements, site repairs, building ADA improvements, and site security needs. Site plans will include a removals plan, if needed, to define sidewalk or pier removals. Plans will be based upon the 'Preferred Plan', dated February 1, 2019, from the Hartshorn Marina Preliminary Engineering Study (see Figure 2). Abonmarche will rely upon site observations, 2021 topography (Task 1), and record bathymetric survey data collected in 2002. We understand issues with depths have not been an issue and therefore assume that dredging work is excluded from the scope of the project at this time. We will coordinate with F3 Marinas and the City to adjust the slip mix in the T-Head Dock and North Dock. As the slip mix and layout are finalized, Abonmarche will prepare preliminary plans for review and for use in permitting.



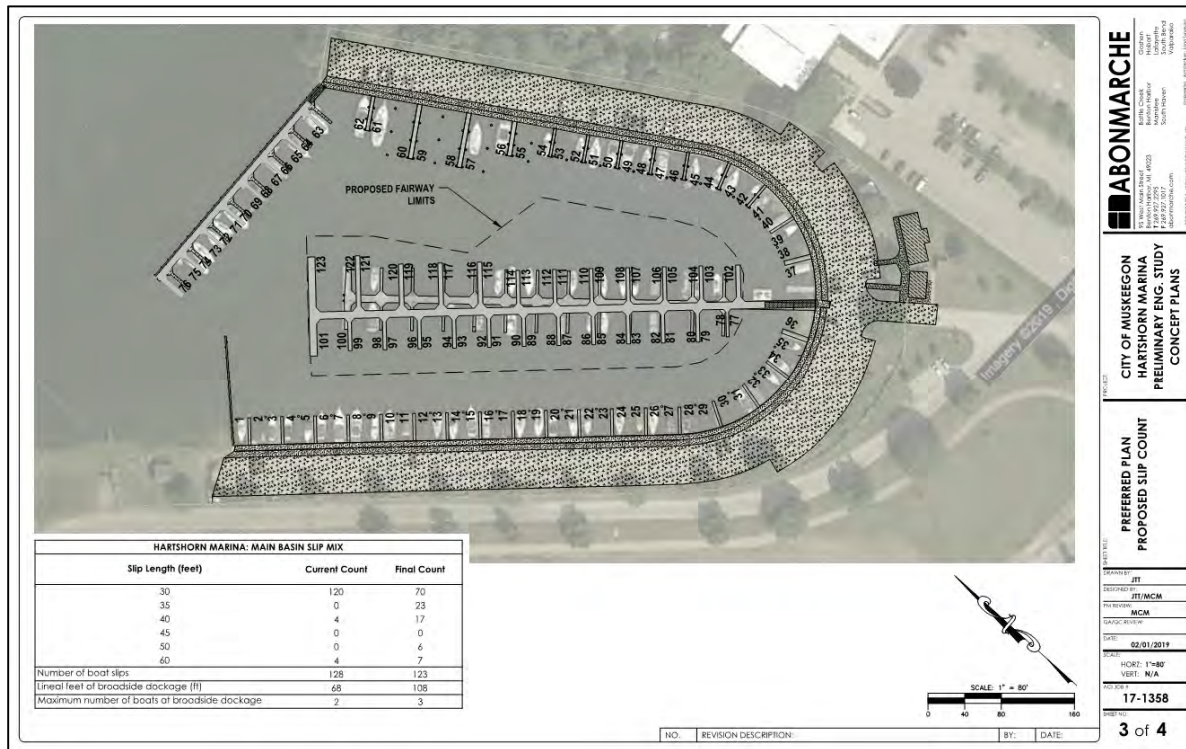


Figure 3: Preferred Plan (02/01/2019)

The plans will include the following primary considerations:

- Marina Electric: Abonmarche will coordinate with an electrical sub-consultant in order to design appropriate electrical distribution and protection per NEC standards.
- ADA: Building modifications and new docks will be designed to achieve facility compliance with the Americans with Disabilities Act (ADA)
- Anchorage: Floating dock anchorage types will be considered as plans are developed for permitting and for eventual bidding.
- Layouts will be developed in general compliance with 2003 State of Michigan Harbor Development Standard Guidance and ASCE Manual 50, Planning and Design Guidelines for Small Craft Harbors. Slip lengths, overload slips, and other factors will be considered with regard to appropriate dimensioning.

A draft of the preliminary plans, specifications outline, and opinion of probable cost will be developed and reviewed with the City and F3 Marinas. After the meeting and after sufficient review period, Abonmarche will address comments and prepare the final version of the preliminary plans for use in permitting.



This phase includes up to two (2) on-site meetings with City Staff and F3 Marinas, as appropriate, given Covid19 mandates. This task assumes one (1) submittal to the City for review of preliminary plans.

Task 2 Deliverables:

- Refined work plan/project program; detailed project schedule
- Draft and final versions of preliminary plans
- Specifications outline
- Opinion of probable cost

Task 3 – Joint Permit Application & Permit Processing

Abonmarche will prepare a Joint Permit Application (JPA) for submittal to both the Michigan Department of Environment, Great Lakes & Energy (EGLE) and the U.S. Army Corps of Engineers (USACE). The JPA package will include a cover letter, 8.5" x 11" format permit drawings, and completed joint permit application. Prior to submitting the JPA, Abonmarche will provide a final draft to the City of Muskegon for review.

After the submittal of the JPA, Abonmarche will provide complete permit processing services on an as-needed basis. We will respond to agency follow-up request, meetings, drawing revisions, clarifications, and other efforts necessary to respond to agency concerns and questions. Permit processing is proposed on a budgetary basis and will ultimately depend upon agency needs and requests. This assumes a straightforward permitting process involving a single submittal to both regulatory agencies. Fees for permit applications to be paid by the City.

Task 3 Deliverables:

- Draft & final JPA package

Task 4 – Final Design

Abonmarche will address comments from F3 Marinas, regulatory agencies, and the City of Muskegon in the development of a final design package. The package will include all of the project components outlined above in Task 2 and will identify those elements which will be included in the 2021-22 construction scope. Final plans will detail the floating dock layouts, anchorage requirements (typically performance-based), electrical and potable water systems, sidewalk repair sections, and building improvements. Bid specifications will be



developed to detail material, performance, and execution requirements. Abonmarche will also prepare an updated opinion of probable cost and contract documents. If specific/standard City contract documents or conditions must be included, we will incorporate them into the package. A draft final design package will be submitted to the City and F3 Marinas for review and comment. Abonmarche will then meet with the project team to review the package and address comments.

A final design package will be prepared for use in bidding the project to qualified contractors. This proposal assumes that a single bid package and single contract will be utilized to construct the 2021-22 construction phase. If multiple contract/bid packages are needed, additional efforts will be required, which are not currently included in this proposal.

This phase includes up to two (2) in-person meetings with the design team and up to one (1) City Council meeting.

Task 4 Deliverables:

- Draft and final versions of bid plans, specifications, and contract documents
- Opinion of probable cost
- Meeting summaries

Task 5 – Bidding and Award

Abonmarche will distribute project advertisements to the local newspaper, qualified contractors known to Abonmarche, and others as directed by City Staff. The bid will be administered electronically through Abonmarche's online bidding website and/or the City's website. We will address questions and issue addenda as needed. Fees for advertising will be paid by the City.

This phase includes attendance of a pre-bid conference and bid-opening. Abonmarche will also tabulate bids, review bidder references, and submit a contract award recommendation. Note that increased efforts during bidding of a project that includes performance-based floating dock specifications are anticipated, per our experience. We will work with you and with F3 Marinas to identify means for tightening the specification where appropriate.

Task 5 Deliverables:

- Bid tabulation
- Award recommendation



Task 6 – Construction Administration (Assumed 20-week '21-22 Phase Only)

This task assumes a construction cost of \$2,000,000 and a total construction period (excluding temporary winter shut down periods) of 20 weeks. As the final construction scope is identified based upon opinions of probable cost and City budget limitations, Abonmarche will revisit this assumption and adjust this task, scope and fee, if needed. Abonmarche will administer construction, including processing pay estimates, RFIs, submittals, change orders, punch list, and related construction administration duties. This will also include construction staking of landside improvements, set up of control for contractor layout of waterborne structures.

Abonmarche will attend and conduct all meetings necessary for the administration of the construction contract. This is anticipated to include the pre-construction meeting, up to nineteen weekly (19) progress meetings, a punch list walk-through, and site visit for verification of completion and final acceptance. A total of eighteen (22) site visits are anticipated as part of construction. We have also estimated office support time of eight hours per week.

Task 6 Deliverables:

- Inspector daily reports
- Meeting agendas/summaries, progress reports
- Pay recommendations, submittal reviews

SCHEDULE

Abonmarche is available to begin the scope of work herein within one week of receipt of the notice to proceed.

The following schedule is intended to illustrate the anticipated project schedule, subject to start date, regulatory process, weather, and budget/funding constraints.

Task	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Task 1 - Topographic Survey													
Task 2 - Preliminary Design													
Task 3 - JPA & Permit Process													
Task 4 - Final Design													
Task 5 - Bidding & Award													
Task 6 - Construction Admin													



MEETINGS

This proposal assumes up to six (6) in-person meetings in Muskegon prior to award of the construction contract (including the meetings defined above in Tasks 1-5). Construction period site meetings are defined above in Task 6.

Attendance to one (1) City Council meeting is included in Task 4. However, if requested, Abonmarche staff is available to attend on a time and materials basis.

EXCLUSIONS

Our proposal does not include any fees for obtaining record information or permit application fees. The following services are specifically excluded from this proposal. If a need is identified, Abonmarche is available to provide a proposal at your request.

- Bathymetric/boundary surveys
- Environmental or other special studies as may be required by regulatory agencies
- Local permitting – City or County
- Multiple bid/contracts
- Soil borings – geotechnical or environmental
- Quality Assurance testing of soil density and concrete



FEES

Our fees to complete the above Scope of Services are estimated by task as follows, including reimbursable expenses:

Task 1 – Topographic Survey	\$ 21,200
Task 2 – Preliminary Design ⁽²⁾	\$ 37,400
Task 3 – JPA & Permit Processing ⁽¹⁾	\$ 7,700
Task 4 – Final Design ⁽²⁾	\$ 58,700
Task 5 – Bidding and Award ⁽²⁾	\$ 7,400
<u>Task 6 – Construction Administration ^{(2) (3)}</u>	<u>\$ 98,200</u>
Total Estimated Fee	\$ 230,600

1. Permitting phase assumes a straightforward process, with minimal agency requests after permit submittal.
2. Tasks 2, 4, 5, and 6 include a total budget of \$21,600 for Electrical Engineering. Scope and fee for electrical is pending final confirmation with Abonmarche's subconsultant. We will advise if electrical budget will require modification.
3. Construction administration fee is based upon a limited project size as described above. If the project construction budget estimate increases, Abonmarche will revisit the estimated fee and coordinate with you prior to construction.

Our actual billings will be based on current billable rates and reimbursement for expenses.

Your authorization of our standard professional services agreement (attached) will authorize us to commence with the work. If you have any questions or need further clarification, please feel free to contact me at (269)926-4559 or mmorphey@abonmarche.com.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



Michael Morphey, PE, LEED AP
Sr. Project Manager/Waterfront Group Director



Timothy R. Drews, PE, PTOE
Vice President

cc: Christopher J. Cook, PE

Attachments: Professional Services Agreement



Abonmarche Project Number: _____

AGREEMENT between (Client name), City of Muskegon (Date) 4/20/2021(Client address) 1315 Keating Avenue, Muskegon, MI 49442 (Phone) 231.724.6920(Cell) 231.750.6369 (Fax) _____ (Email) Leo.evans@shorelinecity.com hereinafter referred to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, of 95 West Main Street, PO Box 1088, Benton Harbor, MI 49023.

The Client contracts with Abonmarche to perform professional services with regard to the Client's project generally referred to as:

(Project Name) Hartshorn Marina Improvements (Location) _____

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:

(Scope of work) As outlined in Abonmarche's proposal dated April 20, 2021 (attached)(Project schedule) As outlined in Abonmarche's proposal dated April 20, 2021 (attached)

(Special Provisions) _____

Abonmarche's proposal/work plan, dated April 20, 2021 is incorporated into this Agreement by reference, and is limited to the services described therein.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:

(fee \$) As outlined in Abonmarche's proposal dated April 20, 2021 (attached)

Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

If, after receipt of an invoice from Abonmarche, the Client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Abonmarche invoices are due upon receipt. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days.

The Client has designated Leo Evans as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

Authorization to Proceed and Guarantee of Payment: By signing this Agreement the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Page 2 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings. These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: <u>City of Muskegon</u>	Signature: _____	Signature: _____
Signature: _____	Printed Name: _____	Printed Name: _____
Printed Name: _____	Date of Birth: _____	Title: _____
Date Signed: _____	Driver's License #: _____	Originating Office: Abonmarche Consultants, Inc. 95 W. Main Street PO Box 1088 Benton Harbor, MI 49023 T 269.927.2295 F 269.927.1017
Federal Tax ID: _____	Employed by: _____	Date Signed: _____
	Address: _____	
	City/State _____	
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

AGREEMENT [2014 PSA edited per City of Muskegon, 11/2019]

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche will not be liable for any claim, damages, cost, or expense (including attorney's fees) or other liability or loss not directly and solely caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
6. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
7. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized, when possible, by written amendment signed on behalf of the Client and Abonmarche. Additional services, performed by Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but none the less, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.
8. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
9. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
10. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary permission from any affected third party property owners for use of their lands. The Client is solely responsible for site security.
11. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client agrees that Abonmarche will not be liable for any claim, liability, or defense cost for injury or loss sustained by any party allegedly caused by the Consultants' negligence or willful misconduct.
12. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
13. **Ownership of Work Product.** Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or magnetic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
14. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the

Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.

15. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
16. **Insurance.** Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the Contractor for the Project.
17. **Third party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
18. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
19. **Suspension of Services.** In the event of non-payment by Client, Abonmarche will have the absolute right to cease performance of any services.
20. **Contractor's Work:** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Abonmarche shall have no responsibility or be liable for safety procedures of the Contractor or its subcontractors.
21. **Notice of Lien Rights.**
22. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.
23. **Liability Limitation.** Client and persons claiming through Client agree to limit the liability of Abonmarche, its agents and employees, for all claims arising out of, in connection with, or resulting from, the performance of the services under this agreement to an amount of \$250,000 or the fee paid to us for professional services on this project, whichever is greater. Client acknowledges that Abonmarche is a corporation and agrees that any claim made by Client arising out of any act or mission of any director, officer, or employee of Abonmarche, in execution or performance of this Agreement, shall be made against Abonmarche and not against such director, officer, or employee.
24. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
25. **Governing Law.** This Agreement will be deemed to have been made in Berrien County, Michigan and shall be governed by and construed in accordance with the laws of the State of Michigan.
26. **Exclusive choice of forum.** Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way arising from or relating to this Agreement in any forum other than the courts of the state of Michigan sitting in Berrien (if brought by Client) or Muskegon (if brought by Abonmarche) and any applicable Michigan appellate court. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
27. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.
28. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
29. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client.
30. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/27/2021	Title: Hartshorn Marina - Fencing
Submitted By: Doug Sayles/Leo Evans	Department: Public Works
Brief Summary: Staff is requesting permission to enter into a contract with Affordable Fence to install fencing at Hartshorn Marina.	
Detailed Summary: The Department of Public Works is requesting permission to enter into a contract with Affordable Fence for fence purchase, installation and walkthrough gates, per their proposal. Cost for the purchase and installation of fence is \$30,700.62, plus \$3,738 for 3 walk-through gates. Staff solicited bids for the work and Affordable Fence provides the overall low price when including the proposed cost of the gates.	
Amount Requested \$34,438.62	Amount Budgeted: \$0
Fund(s) or Account(s): 594-70756	Fund(s) or Account(s): 594-70756
Recommended Motion: Authorize staff to enter into a contract for fence/gate purchase and installation with Affordable Fence at Hartshorn Marina.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Affordable Fence

3005 South Getty

Muskegon, MI 49444

Muskegon: 231.780.4444

Grand Haven: 616.844.5216

11/20/21

Name: Hertshorn Marina

Date: 3.26.21

Address: 920 W. Western Ave

City: Muskegon State: MI

Zip: 49441

Telephone: Doug Seyles
231-724-6993

Email:

We Accept:



GET YOUR LOWEST PRICE, THEN CALL **Affordable** FOR THE **BEST** PRICE.

912	Decorative Alum			Height	5' EFS-10 commercial NPT6
152	sections			Diameter	5" H x 6" W
151	Line Post			Diameter	2 1/2" Length 8'.075
2	End Post			Diameter	2 1/2" Length 8'.075
	Corner Post			Diameter	Length
	Walk Gate			Width	Height
	Double Drive Gate			Width	Height
304	Cement				60 # bag mix 2-per hole
	TOTAL				30,700.62 Installed

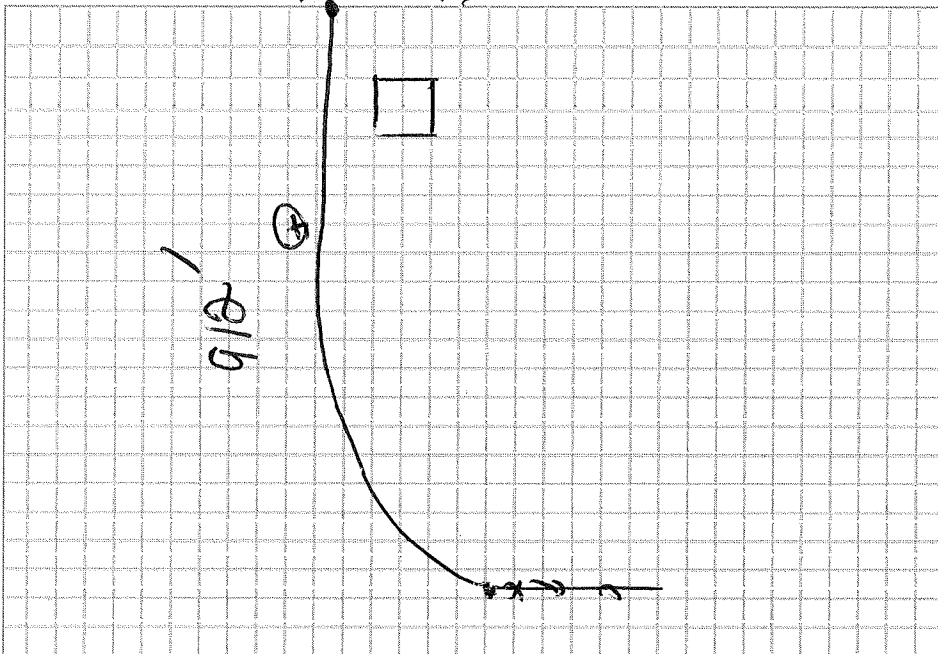
Cost of Transaction \$ _____ Down Payment \$ P/O # Balance Due on Completion \$ _____

Balance of payment is due upon completion. Late payments are subject to interest charges of the rate of 2% per month on unpaid balance. Customer to pay all actual and reasonable attorney fees for contractor's attorney and costs of collections in the event of a contractual dispute that ultimately results in judgement of any amount being taken by the contractor against customer. We will call Miss Dig and apply for permit, if required in your municipality. Price quoted is an estimate. I have read and understand this contract. The price, specifications, and conditions are satisfactory and I hereby accept. You are authorized to do the work as specified.

CUSTOMER SIGNATURE _____

Date _____

Attention: Customer responsible for lot lines, dirt removal and clearing fence lines.



Gates 1246.00 each
5' x 5' welded
2" Frame
Heavy duty hinge
Self closing
Includes
1- Locking mech code
LOCK- BLACK LMKQ4/VBL
Heavy Duty Tru close serruc3
TCHDIA253BT
Gate Post 3" 100 wall
City of Muskegon permit \$30



PHONE: 616-443-2550
FAX: 616-608-5521
845 CHESTNUT ST SW
GRAND RAPIDS, MI 49503
STRAIGHTLINEFENCES.COM

March 30, 2021

To: Doug Sayles / Hartshorn Marina

From: Joel Vergouwe / Straight Line Fence

Re: Perimeter Fence

5' Tall Ornamental Aluminum Fence— Price - \$30,600.00

- Furnish and install approximately 912' of 5' tall commercial black spear top ornamental aluminum fence
- 2 1/2" x 8' .075w posts, 5' tall x 6' wide panels, 3/4" picket
- The fence is manufactured by Alumiguard and the style is Seried B commercial 3 rail
- All posts will be set in concrete

Price per 5' walk gate with Tru Close Hinges and Magnetic Latch with Dual Side Keypad Entry: \$1,600.00

Approval Signature

Date

Printed Name

PO Number

- Not included are bonds, permits, prevailing wage, staking or layout, clearing, grading, core drilling, etc.
 - Payment terms: Net 30
 - Because of unstable material prices, we can hold this price for 30 days.
- Straight Line Fence is not responsible for unmarked utilities including sprinkler lines

Thank you for the opportunity to quote this work. If you have any questions, please contact me at 616-443-2550 or by email joel@straightlinefences.com.

Grand Rapids
615 Eleventh St., NW
Grand Rapids, MI 49504
PH 616-454-1911
Fax 616-233-0422



Holland
1176 Lincoln Ave.
Holland, MI 49423
PH 616-392-3496
Fax 616-392-1346

April 1, 2021
From: James Gutman / Fence Consultants
To: Douglas Sayles / City of Muskegon
RE: Hartshorn Marina

Total fence = \$33,366.46

Furnish and Install: Approximately 930' of 5' Tall Elite Commercial Aluminum Fence Style EFS-10. Color Black. Panels Rails 1 1/8" x 1 3/4", Pickets 3/4" .050 Wall Spaced 3 3/4". Posts 2 1/2" .075 Wall Set 3' Deep in Cement. See Specs @
<http://www.elitefence.com/Commercial-Grade-Aluminum-Fences.aspx>

Deduct: \$215.27
For 5' Walk Through Openings in Fence Line

Add: \$1,872.89
For 5' Walk Through Gates with Simplex Push Button Combo Locks in Fence Line.

Approved _____ Print _____ Date ____ / ____ / ____

Please sign and E-mail or fax back to 616-392-1346

Not included are bonds, permits, prevailing wage, special insurance, traffic control, staking or layout, demolition, clearing, grading, dewatering, etc. \$250.00 additional cost per additional insured for completed operations per policy year. Payment terms are net 30 days.

Because of unstable material prices, we can hold this quote for only 30 days. I regret any inconvenience.

Thank you for the opportunity to quote this work. If you have any questions, please call me at (616) 392-3496, or contact me by e-mail at James@fenceconsultants.com.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 27, 2021	Title: H92037 Monroe, Third to Fourth and H92046 Alley Improvements
Submitted By: Joel Brookens	Department: Public Works
Brief Summary: Authorize the award of the H92037 Monroe, Third to Fourth and H92046 Alley Improvements contract to the low bidder, Jackson Merkey Contracting along with approving the noted project contingency.	
Detailed Summary: Staff solicited bids for reconstruction of Monroe Street, from Third to Fourth, and for Alley Improvements behind Frauenthal and MCC. Bids received are as follows: • \$338,262.85 – Jackson Merkey • \$420,376.00 – Wadel Stabilization The project would be constructed during the 2021-22 construction season. Design Engineering work is already completed and funded within the 20-21 budget adjusted on upcoming 3rd Quarter Reforecast. The entirety of this request will be included in the 21-22 proposed budget along with an allowance for Engineering Services during construction. Bids were opened prior to the adoption and approval of the updated purchasing policy so the old policy was used to that point. Going forward, in particular for any change orders, staff will be utilizing the new purchasing policy.	
Amount Requested: \$369,000 \$338,262.85 – Construction Contract \$30,737.15 – Contingency	Amount Budgeted: \$419,000 20/21 - \$30,000 21/22 - \$389,000
Fund(s) or Account(s): 20-21 / 21-22 203-92037 \$15,000 / \$50,000 591-92037 \$5,000 / \$120,000 591-60555 \$0 / \$40,000 203-92046 \$10,000 / \$150,000 590-92046 \$0 / \$29,000 Total \$419,000	Fund(s) or Account(s): 20-21 / 21-22 203-92037 \$15,000 / \$50,000 591-92037 \$5,000 / \$120,000 591-60555 \$0 / \$40,000 203-92046 \$10,000 / \$150,000 590-92046 \$0 / \$29,000 Total \$419,000

Recommended Motion:

Approve the award of the H92037 Monroe, Third to Fourth and H92046 Alley Improvements contract to the low bidder, Jackson Merkey Contracting and approve the budgeted project contingency.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

1.10 BID TABULATION			
City of Muskegon Engineering Department	Project Engineer:	JB	Date: 4/14/2021
	Project Number:	H92037/H92046	
	Project description:	Monroe Street & Alley Improvements	
	Engineer's Estimate:	\$	273,934.15

	Engineers Estimate	Jackson-Merkey Cont.	Wadel Stabilization Inc
H 92037 Monroe, Third to Fourth	\$ 168,643.20	\$ 174,646.25	\$ 188,524.00
H 92046 Alley Improvements	\$ 105,290.95	\$ 163,616.60	\$ 231,852.00

BID TOTAL:	\$ 273,934.15	\$ 338,262.85	\$ 420,376.00
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1.10 BID TABULATION										
City of Muskegon Engineering Department			Project Engineer: KP		Date: 3/11/2021					
			Project Number: H92037							
			Project description: Monroe, Third to Fourth							
			Engineer's Estimate: \$ 168,643.20							
					Engineers Estimate		JMC		Wadel Stabilization Inc	
Line Item	Pay Code	Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1500001	Mobilization, Max	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 12,500.00	\$ 12,500.00	\$ 13,925.00	\$ 13,925.00
2	2040055	Sidewalk, Rem	Syd	184	\$ 5.00	\$ 920.00	\$ 15.00	\$ 2,760.00	\$ 11.50	\$ 2,116.00
3	2047011	Pavt, Rem, Modified	Syd	1267	\$ 5.00	\$ 6,335.00	\$ 7.80	\$ 9,882.60	\$ 7.10	\$ 8,995.70
4	2057002	Machine Grading, Modified	Sta	4.2	\$ 1,500.00	\$ 6,300.00	\$ 1,790.00	\$ 7,518.00	\$ 2,175.00	\$ 9,135.00
5	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	\$ 100.00	\$ 400.00	\$ 180.00	\$ 720.00	\$ 130.00	\$ 520.00
6	2090001	Project Cleanup	LSUM	1	\$ 1,000.00	\$ 1,000.00	\$ 1,790.00	\$ 1,790.00	\$ 860.00	\$ 860.00
7	3020020	Aggregate Base, 8 inch	Syd	1127	\$ 8.00	\$ 9,016.00	\$ 12.00	\$ 13,524.00	\$ 12.50	\$ 14,087.50
8	3060021	Maintenance Gravel, LM	Cyd	5	\$ 20.00	\$ 100.00	\$ 24.00	\$ 120.00	\$ 27.80	\$ 139.00
9	5010025	Hand Patching	Ton	2	\$ 200.00	\$ 400.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00
10	5010051	HMA, 4E3	Ton	284	\$ 95.00	\$ 26,980.00	\$ 92.60	\$ 26,298.40	\$ 92.60	\$ 26,298.40
11	8010007	Driveway, Nonreinf Conc, 8 inch	Syd	98	\$ 40.00	\$ 3,920.00	\$ 45.00	\$ 4,410.00	\$ 45.00	\$ 4,410.00
12	8020038	Curb and Gutter, Conc, Det F4	Ft	696	\$ 20.00	\$ 13,920.00	\$ 18.50	\$ 12,876.00	\$ 18.50	\$ 12,876.00
13	8030044	Sidewalk, Conc, 4 inch	Sft	434	\$ 3.00	\$ 1,302.00	\$ 4.00	\$ 1,736.00	\$ 4.00	\$ 1,736.00
14	8030046	Sidewalk, Conc, 6 inch	Sft	296	\$ 4.00	\$ 1,184.00	\$ 4.00	\$ 1,184.00	\$ 4.00	\$ 1,184.00
15	8120022	Barricade, Type III, High Intensity, Lighted, Furn	Ea	4	\$ 50.00	\$ 200.00	\$ 70.00	\$ 280.00	\$ 85.00	\$ 340.00
16	8120023	Barricade, Type III, High Intensity, Lighted, Oper	Ea	4	\$ 1.00	\$ 4.00	\$ 1.00	\$ 4.00	\$ 5.00	\$ 20.00
17	8120170	Minor Traf Devices	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,270.00	\$ 2,270.00	\$ 2,250.00	\$ 2,250.00
18	8120250	Plastic Drum, High Intensity, Furn	Ea	25	\$ 20.00	\$ 500.00	\$ 17.00	\$ 425.00	\$ 17.00	\$ 425.00

City of Muskegon Engineering Department			Project Engineer: KP		Date: 3/11/2021	
			Project Number: H92037			
			Project description: Monroe, Third to Fourth			
			Engineer's Estimate: \$ 168,643.20			
				Engineers Estimate	JMC	Wadel Stabilization Inc

				PAGE 1 TOTAL \$ 92,481.00		\$ 98,598.00		\$ 99,617.60	
				Engineers Estimate		JMC		Wadel Stabilization Inc	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
19	8120251	Plastic Drum, High Intensity, Oper	Ea	25	\$ 1.00 \$ 25.00	\$ 1.00	\$ 25.00	\$ 1.00	\$ 25.00
20	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	148	\$ 5.50 \$ 814.00	\$ 4.00	\$ 592.00	\$ 4.00	\$ 592.00
21	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	148	\$ 1.00 \$ 148.00	\$ 1.00	\$ 148.00	\$ 1.00	\$ 148.00
22	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	8	\$ 8.56 \$ 68.48	\$ 7.00	\$ 56.00	\$ 7.00	\$ 56.00
23	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	8	\$ 1.34 \$ 10.72	\$ 1.00	\$ 8.00	\$ 1.00	\$ 8.00
24	8160062	Topsoil Surface, Furn, 4 inch	Syd	854	\$ 3.00 \$ 2,562.00	\$ 5.70	\$ 4,867.80	\$ 4.00	\$ 3,416.00
25	8167011	Hydroseeding	Syd	854	\$ 1.00 \$ 854.00	\$ 1.50	\$ 1,281.00	\$ 1.00	\$ 854.00
26	8237001	Watermain, DI, 8 inch, Tr Det G, Modified	Ft	406	\$ 70.00 \$ 28,420.00	\$ 79.50	\$ 32,277.00	\$ 67.00	\$ 27,202.00
27	8237001	Water Service, 1 inch, Copper Type k	Ft	527	\$ 30.00 \$ 15,810.00	\$ 35.45	\$ 18,682.15	\$ 36.00	\$ 18,972.00
28	8237001	Water Service, Private Property, 1 inch	Ft	123	\$ 50.00 \$ 6,150.00	\$ 20.60	\$ 2,533.80	\$ 33.80	\$ 4,157.40
29	8237050	Bend, 8 inch, 45 Degree, DI MJ	Ea	4	\$ 350.00 \$ 1,400.00	\$ 760.00	\$ 3,040.00	\$ 555.00	\$ 2,220.00
30	8237050	Sleeve, 8 inch, Long, DI MJ	Ea	2	\$ 450.00 \$ 900.00	\$ 915.00	\$ 1,830.00	\$ 835.00	\$ 1,670.00
31	8237050	Corporation Stop, 1 inch	Ea	15	\$ 350.00 \$ 5,250.00	\$ 105.00	\$ 1,575.00	\$ 737.00	\$ 11,055.00
32	8237050	Curb Stop and Box, 1 inch	Ea	15	\$ 350.00 \$ 5,250.00	\$ 265.50	\$ 3,982.50	\$ 855.00	\$ 12,825.00
33	8237050	Cut and Cap, 6 inch Watermain	Ea	2	\$ 500.00 \$ 1,000.00	\$ 575.00	\$ 1,150.00	\$ 893.00	\$ 1,786.00
34	8237050	Water Service, Building Connection, 1 inch	Ea	5	\$ 1,500.00 \$ 7,500.00	\$ 800.00	\$ 4,000.00	\$ 784.00	\$ 3,920.00
PAGE 2 TOTAL					\$ 76,162.20		\$ 76,048.25		\$ 88,906.40

H 92037 MONROE	TOTAL:	\$ 168,643.20		\$ 174,646.25		\$ 188,524.00
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1.10 BID TABULATION										
City of Muskegon Engineering Department				Project Engineer: JB		Date: 3/11/2021				
				Project Number: H92046						
				Project description: Alley Improvements						
				Engineer's Estimate: \$		105,290.00				
					Engineers Estimate		JMC		Wadel Stabilization Inc	
Line Item	Pay Code	Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1500001	Mobilization, Max	LSUM	1	\$ 12,000.00	\$ 12,000.00	\$ 13,800.00	\$ 13,800.00	\$ 13,925.00	\$ 13,925.00
2	2030011	Dr Structure, Rem	Ea	8	\$ 351.00	\$ 2,808.00	\$ 600.00	\$ 4,800.00	\$ 763.00	\$ 6,104.00
3	2030015	Sewer, Rem, Less than 24 inch	Ft	400	\$ 13.86	\$ 5,544.00	\$ 30.00	\$ 12,000.00	\$ 10.10	\$ 4,040.00
4	2047011	Pavt, Rem, Modified	Syd	1000	\$ 5.00	\$ 5,000.00	\$ 15.50	\$ 15,500.00	\$ 16.00	\$ 16,000.00
5	2057002	Machine Grading, Modified	Sta	4	\$ 1,500.00	\$ 6,000.00	\$ 2,920.00	\$ 11,680.00	\$ 2,255.00	\$ 9,020.00
6	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	\$ 100.00	\$ 400.00	\$ 160.00	\$ 640.00	\$ 130.00	\$ 520.00
7	2090001	Project Cleanup	LSUM	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 860.00	\$ 860.00
8	3020020	Aggregate Base, 8 inch	Syd	890	\$ 8.00	\$ 7,120.00	\$ 15.50	\$ 13,795.00	\$ 14.00	\$ 12,460.00
9	4027001	Sewer, PVC SDR 35, 10 inch, Tr Det B	Ft	15	\$ 35.00	\$ 525.00	\$ 405.00	\$ 6,075.00	\$ 153.00	\$ 2,295.00
10	4027001	Sewer, PVC SDR 35, 12 inch, Tr Det B	Ft	400	\$ 35.00	\$ 14,000.00	\$ 51.50	\$ 20,600.00	\$ 153.00	\$ 61,200.00
11	4027050	Sewer WYE, PVC SDR 35, 12 INCH X 8 INCH	Ea	8	\$ 150.00	\$ 1,200.00	\$ 330.00	\$ 2,640.00	\$ 874.00	\$ 6,992.00
12	4027050	Sewer Lateral, PVC SDR 35, 8 Inch, TR DET B, Modified	Ea	8	\$ 500.00	\$ 4,000.00	\$ 1,270.00	\$ 10,160.00	\$ 478.00	\$ 3,824.00
13	4027050	Sewer Bulkhead, 12 Inch	Ea	2	\$ 200.00	\$ 400.00	\$ 315.00	\$ 630.00	\$ 859.00	\$ 1,718.00
14	4030010	Dr Structure Cover, Type B	Ea	3	\$ 506.15	\$ 1,518.45	\$ 800.00	\$ 2,400.00	\$ 1,045.00	\$ 3,135.00
15	4030025	Dr Structure Cover, Type D	Ea	3	\$ 577.50	\$ 1,732.50	\$ 750.00	\$ 2,250.00	\$ 1,150.00	\$ 3,450.00
16	4030210	Dr Structure, 48 inch dia	Ea	6	\$ 1,500.00	\$ 9,000.00	\$ 1,460.00	\$ 8,760.00	\$ 8,475.00	\$ 50,850.00
17	4030250	Dr Structure, Add Depth of 48 inch dia, 8 foot to 15 foot	Ft	7	\$ 200.00	\$ 1,400.00	\$ 1,210.00	\$ 8,470.00	\$ 111.00	\$ 777.00
18	4037050	Dr Structure, Adj, Case 1, Modified	Ea	1	\$ 500.00	\$ 500.00	\$ 985.00	\$ 985.00	\$ 625.00	\$ 625.00
Page 1 sub-total						\$ 74,147.95		\$ 137,185.00		\$ 197,795.00

NOTE:
THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION, CITY OF MUSKEGON STANDARD SPECIFICATIONS AND THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THESE IMPROVEMENTS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2011 AASHTO GUIDELINES.

CITY OF MUSKEGON
H 92037 MONROE; THIRD ST TO FOURTH ST
H 92046 ALLEY IMPROVEMENTS
PLAN AND PROFILE OF PROPOSED IMPROVEMENTS

STANDARD PLANS

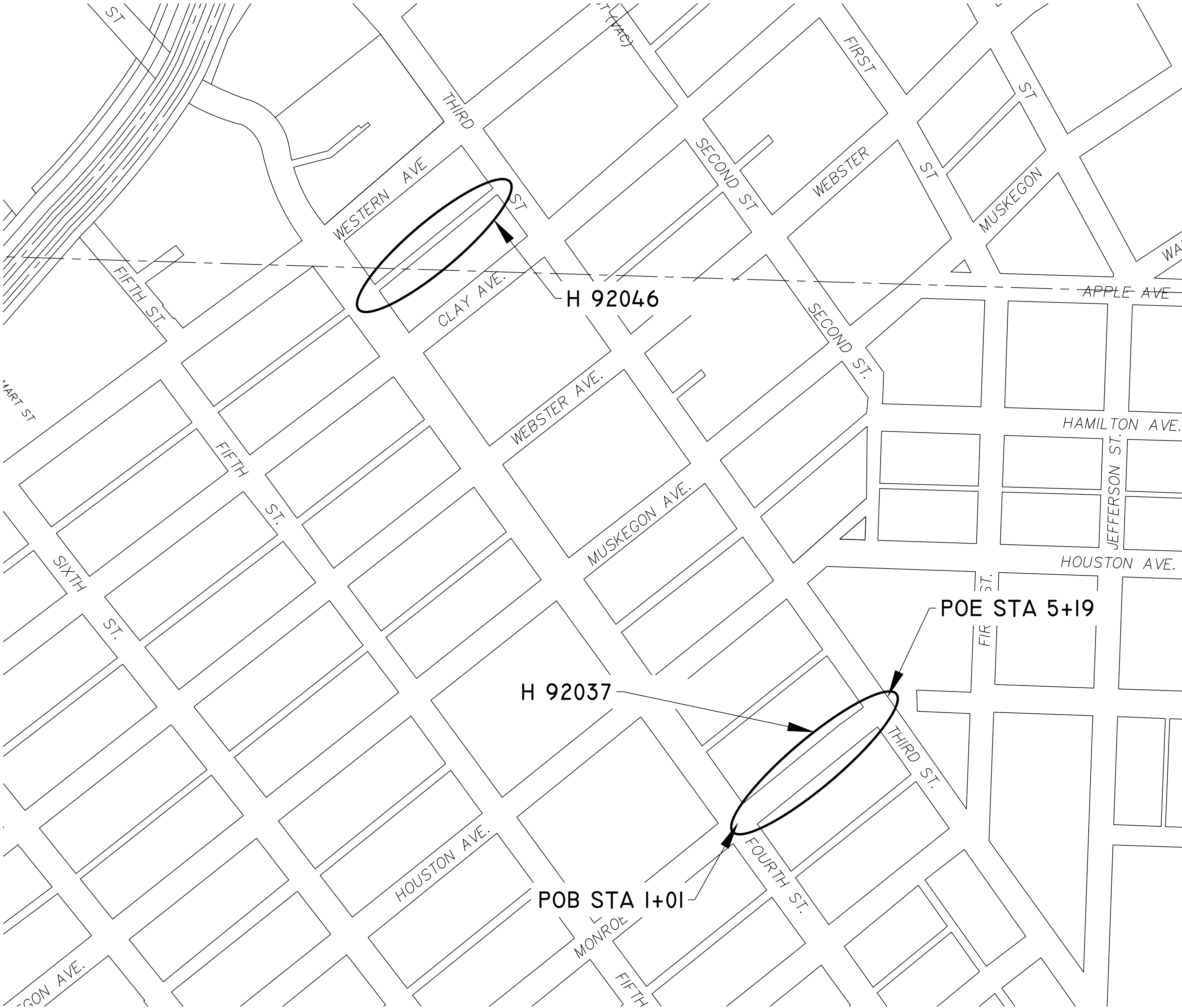
- R-1-G DRAINAGE STRUCTURES
- R-7-F COVER B
- R-9-D COVER D
- R-15-F COVER K
- R-28-J SIDEWALK RAMP AND DETECTABLE WARNING DETAILS
- R-29-I DRIVEWAY OPENINGS & APPROACHES AND CONCRETE SIDEWALKS
- R-30-G CONCRETE CURB AND CONCRETE CURB & GUTTER
- R-83-B UTILITY TRENCHES
- R-96-E SOIL EROSION & CONTROL MEASURES
- INDICATES SPECIAL DETAIL INCLUDED IN PROPOSAL/PLANS

SHEET INDEX

SHEET	DESCRIPTION
1.	TITLE SHEET
2.	CROSS SECTION & DETAILS
3.	MONROE EXISTING / DEMO PLAN
4.	MONROE PROPOSED WATER MAIN AND ROAD IMPROVEMENTS
5.	MONROE TRAFFIC CONTROL
6.	ALLEY IMPROVEMENTS, THIRD TO FOURTH

GENERAL NOTES:

- EXISTING CONDITIONS INCLUDING ELEVATIONS ARE SUBJECT TO CHANGE DUE TO CONSTRUCTION OUTSIDE THE CONTROL OF THE CITY OF MUSKEGON. CONTRACTOR IS TO VERIFY EXISTING CONDITIONS OF THE SITE, MATCH ALL EXISTING MEETS AND COORDINATE WORK ACTIVITIES WITH NEIGHBORING CONTRACTORS.
- UPON REQUEST AND APPROVAL, THE CONTRACTOR MAY OBTAIN A WATER SUPPLY FROM THE CITY OF MUSKEGON FIRE HYDRANTS AT NO COST, PROVIDED THAT THEY FOLLOW THE CONDITIONS OF THE CITY WATER DEPARTMENT.
- WHENEVER SMALL CASTINGS (STOP BOXES & METER PITS) THAT ARE ENCOUNTERED WITHIN THE WORK AREA, THEY SHALL BE ADJUSTED AT NO COST TO THE CITY. PAYMENT FOR ADJUSTING THESE CASTINGS SHALL BE INCLUDED IN THE PAYMENT FOR NEW WATER SERVICES PAY ITEMS.
- FOR PROTECTION OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CALL MISS DIG, 1-800-482-7171, A MINIMUM OF 3 WORKING DAYS EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO EXCAVATING IN THE VICINITY OF ALL UTILITY LINES. ALL MISS DIG PARTICIPATING MEMBERS WILL BE NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR THE RESPONSIBILITY OF NOTIFYING OWNERS WHO MAY NOT BE PART OF THE MISS DIG ALERT SYSTEM.
- PUBLIC UTILITIES OF ALL TYPES HAVE BEEN SHOWN ON THE PLAN USING AVAILABLE INFORMATION, BUT ARE NOT GUARANTEED AS ACCURATE OR THAT UTILITIES OTHER THAN THOSE SHOWN ARE NOT PRESENT.
- THE CONTRACTOR SHALL SAW CUT ALL MEETS RELATIVE TO SIDEWALK OR PAVEMENT CONSTRUCTION UNLESS WAIVED BY THE ENGINEER. PAYMENT FOR SAW CUTTING SHALL BE INCLUDED IN THE PAYMENT FOR THE PAY ITEMS PAVT, REM, MODIFIED, CURB AND GUTTER, REM, HMA CRUSH AND SHAPE, HMA SURFACE, REM AND SIDEWALK, REM. NO ADDITIONAL PAYMENT WILL ALLOWED FOR SAW CUTTING.
- THE CONTRACTOR SHALL PREVENT EROSION AND CONTROL SEDIMENTATION ASSOCIATED WITH THE PROJECT. KEEP SEDIMENTATION WITHIN THE RIGHT OF WAY (OR CONSTRUCTION LIMITS) AND OUT OF SURFACE WATERS. CONSTRUCT AND MAINTAIN TEMPORARY EROSION AND SEDIMENTATION CONTROLS. TO INCLUDE INLET PROTECTION, FABRIC DROPS ON ALL INLET STRUCTURES, NEW AND EXISTING, AND INSTALL TEMPORARY EROSION, SEDIMENTATION CONTROLS AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REMOVE ON A DAILY BASIS SOIL TRACKED ONTO EXISTING PAVED ROADS. (VACUUM METHODS ARE PREFERRED BUT BROOM SWEEPING IS ACCEPTABLE IF THE MATERIAL IS REMOVED) THE CONTRACTOR SHALL INSPECT ALL SOIL EROSION / SEDIMENTATION CONTROL MEASURES ON A WEEKLY BASIS OR AFTER EACH RAINFALL EVENT, CLEAN REPAIR, OR REPLACE, AS NECESSARY, TO ENSURE PROPER FUNCTION. ALL SOIL EROSION / SEDIMENTATION CONTROLS SHALL REMAIN UNTIL ALL DISTURBED AREAS ARE STABILIZED. ALL SOIL EROSION / SEDIMENTATION CONTROL, EXCEPT FOR THE EROSION CONTROL, INLET PROTECTION, FABRIC DROP AND SILT FENCE SHALL BE INCLUDED WITH THE PAY ITEM PROJECT CLEAN UP. NO OTHER PAYMENT SHALL BE MADE.



UTILITIES

ELECTRIC
JOEL BROWN
CONSUMERS ENERGY
700 E STERNBERG ROAD
NORTON SHORES, MI 49441
(231) 557-8762 (CELL)

TELEPHONE
DAVID B. FLERMOEN
FRONTIER COMMUNICATIONS
860 TERRACE STREET
MUSKEGON MI 49440
(231) 727-1319

NATURAL GAS
VINCENT DUCA
DTE ENERGY
2359 OLTHOFF DRIVE
MUSKEGON MI 49444
(231) 578-0488 (CELL)

CABLE
COMCAST
TBA

WATER & SEWER
DAVE BAKER
CITY OF MUSKEGON - DPW
1350 E KEATING AVENUE
MUSKEGON MI 49442
(231) 724-4100



3 WORKING DAYS
EXCLUDING SAT, SUN & HOLIDAYS
**BEFORE YOU DIG
CALL MISS DIG**

Know what's**below.**
Call before you dig.

CONSTRUCTION INCLUDES 800 FEET OF PAVEMENT REMOVAL AND REPLACEMENT, 400 FEET OF WATER MAIN REPLACEMENT, 400 FEET OF STORM SEWER REPLACEMENT, CONCRETE CURB AND GUTTER REPLACEMENT AND VARIOUS OTHER CONCRETE ITEMS IN THE CITY OF MUSKEGON, MUSKEGON COUNTY.

PREPARED UNDER THE SUPERVISION OF:

LEO EVANS, P.E.
CITY ENGINEER

CITY OF MUSKEGON
ENGINEERING DEPARTMENT
1350 E KEATING AVE
MUSKEGON MI 49442

55599
REGISTRATION NUMBER

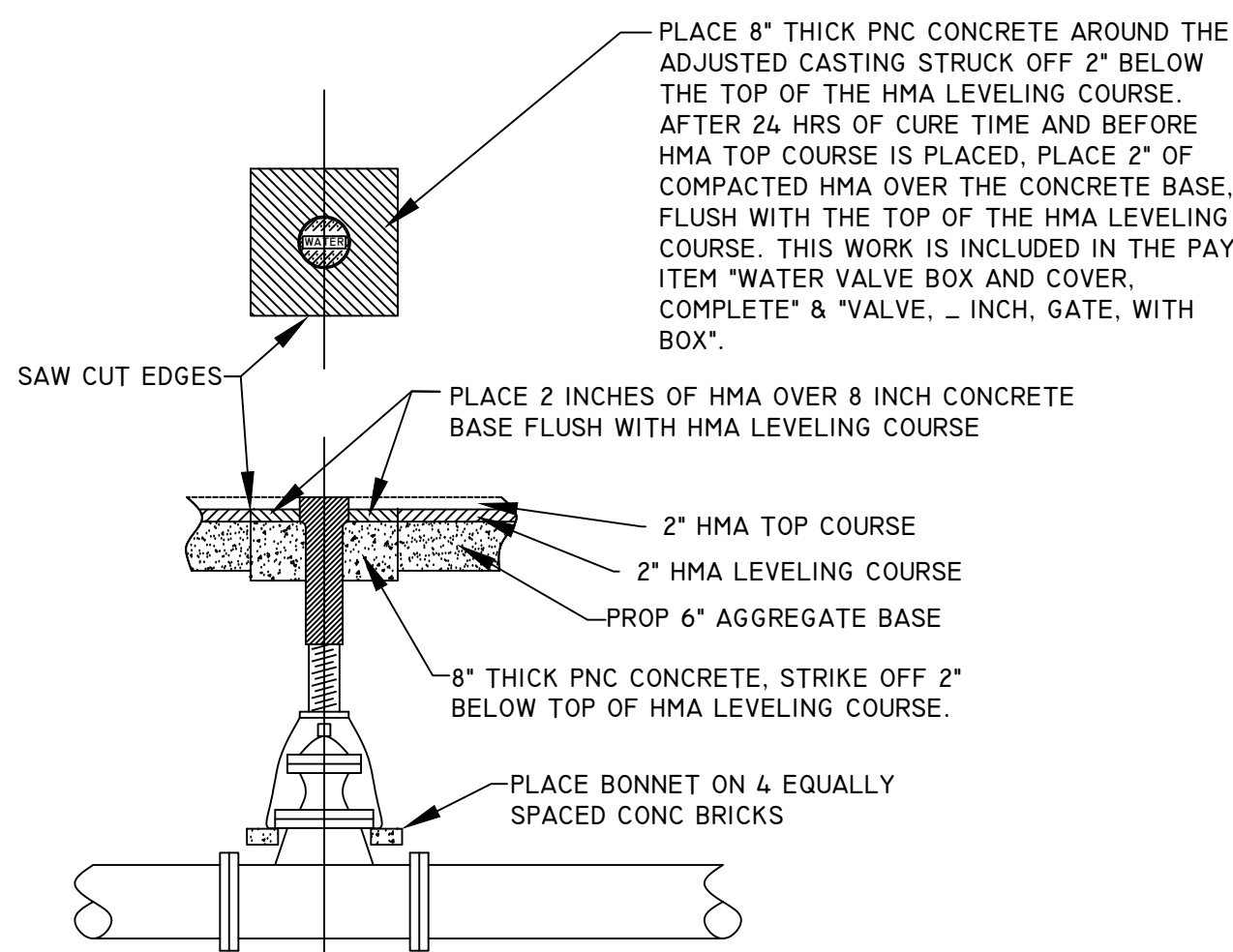
CITY OF MUSKEGON
OFFICE OF THE CITY ENGINEER

MONROE FROM 3RD TO 4TH

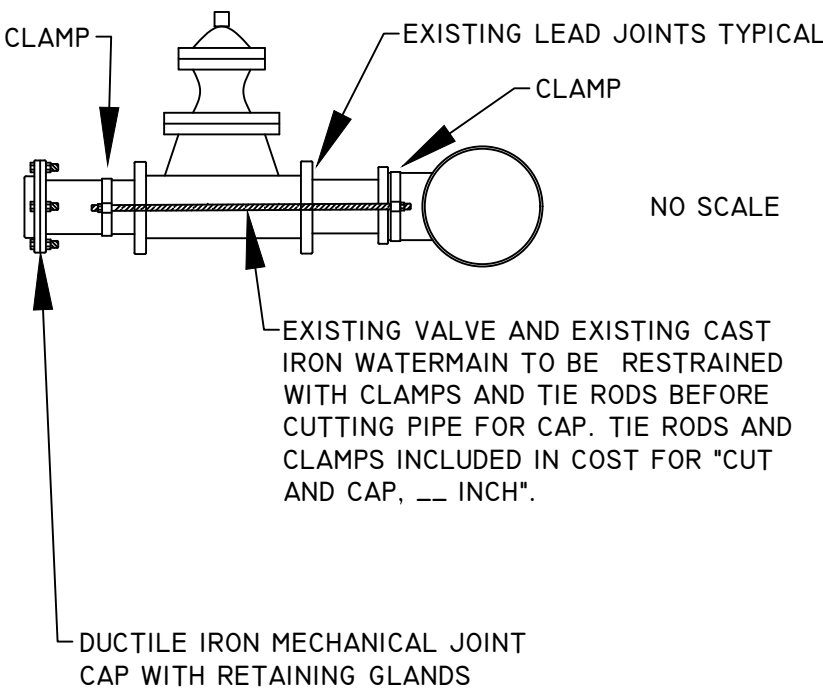
DRAWN	K PARKER	10/2020	REVISION		SURVEY	FP/KP	9/2020	PROJECT NO
CHECKED			REVISION		AS-BUILT			H 92037
APPROVED			REVISION		SCALE			SHEET NO. 01 OF 5

DETAIL SHEET

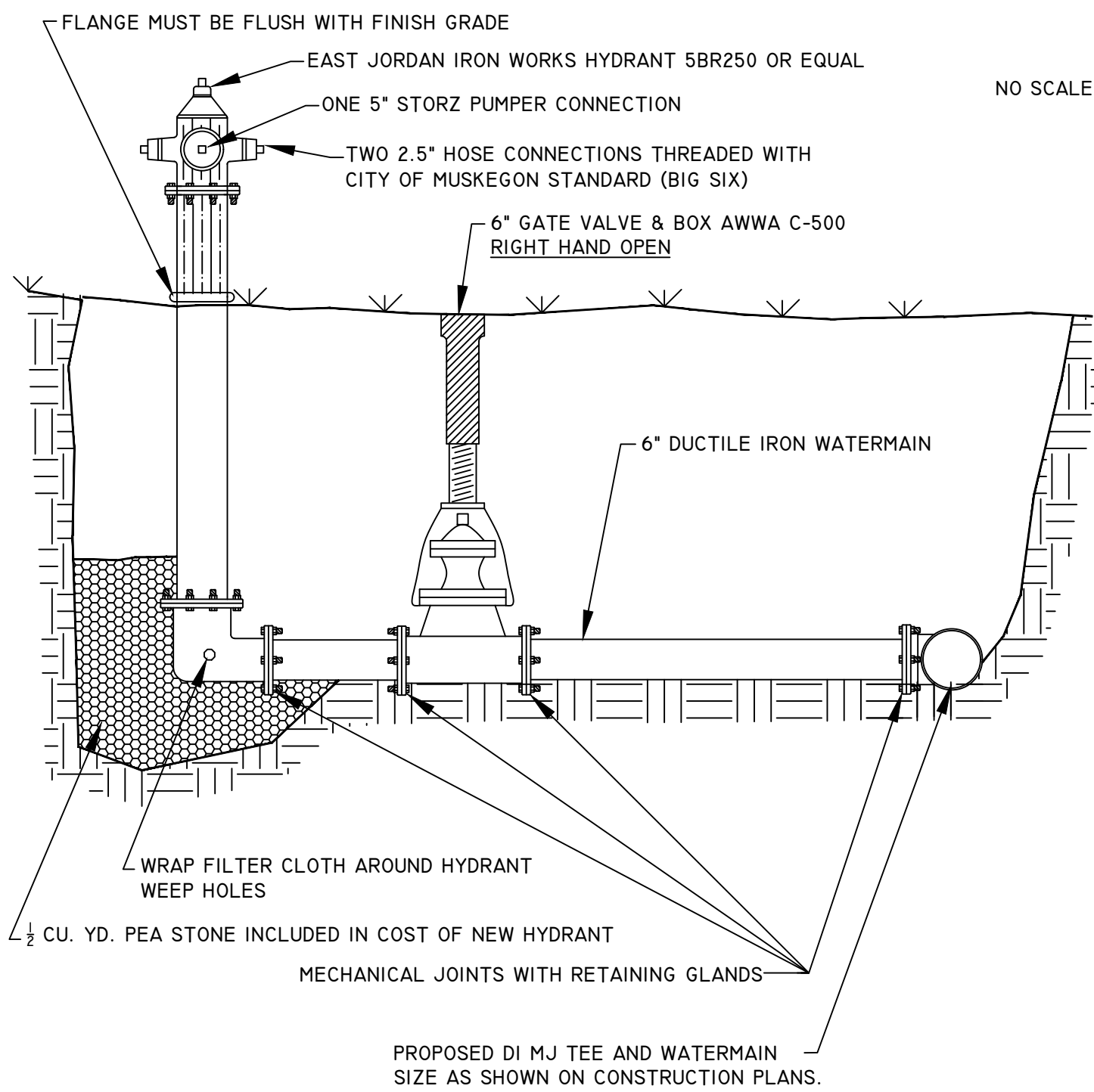
DETAIL FOR: WATER VALVE BOX AND COVER, COMPLETE



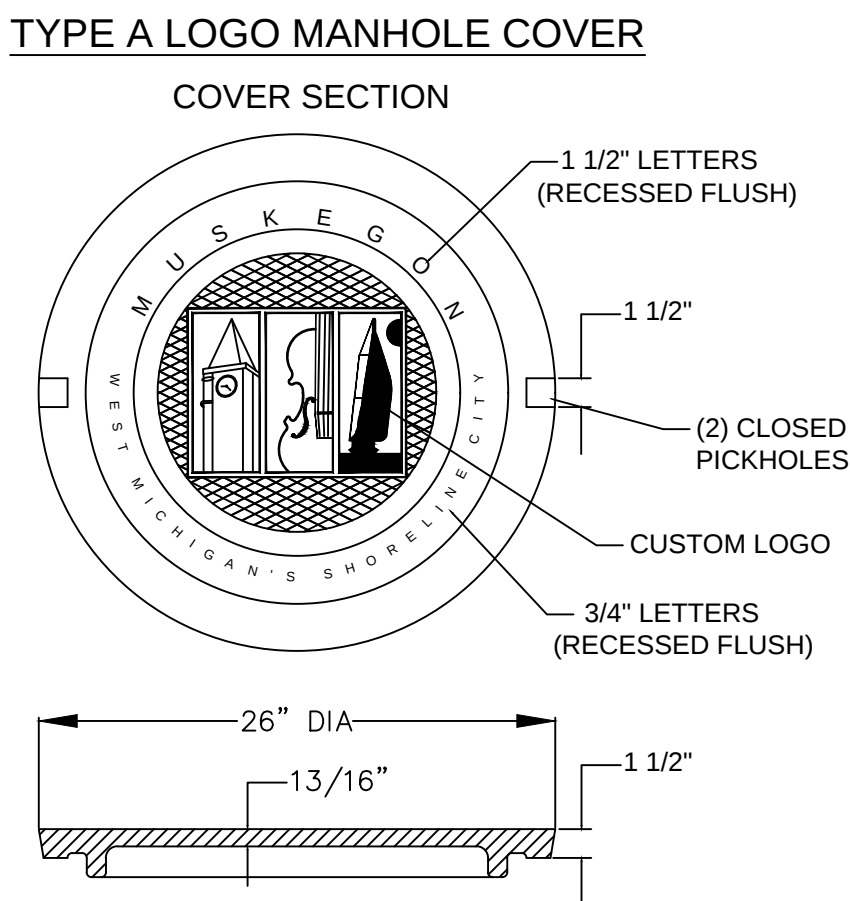
DETAIL FOR: CUT AND CAP, 1/2 INCH WATERMAIN



DETAIL FOR: HYDRANT



DETAIL FOR: TYPE A SOLID COVER



PIPE RESTRAINT SCHEDULE

LENGTH OF RESTRAINT REQUIRED * (FEET)										DESIGN STRENGTH OF RESTRAINT REQ'D (KIPS)**	
DEFLECTION ANGLE	22 1/2'	33 3/4'	45'	56 1/4'	67 1/2'	78 3/4'	90' TEE	45'	90' OR TEE		
PIPE SIZE											
6"	4'	8'	14'	20'	30'	37'	47'	3.0	6.0		
8"	5'	10'	19'	28'	40'	52'	64'	4.0	12.0		
10"	6'	14'	23'	36'	49'	63'	78'	5.0	18.0		
12"	8'	17'	28'	42'	58'	75'	93'	8.0	26.0		
14"	9'	18'	32'	47'	66'	87'	107'	10.0	36.0		
16"	10'	20'	34'	51'	72'	94'	116'	14.0	46.0		
18"	10'	22'	38'	58'	81'	105'	131'	18.0	59.0		
20"	10'	22'	39'	59'	81'	106'	131'	22.0	73.0		
24"	12'	26'	44'	68'	95'	123'	153'	31.0	103.0		
30"	14'	31'	53'	79'	111'	143'	180'	47.0	162.0		
36"	16'	36'	62'	93'	130'	169'	210'	69.0	234.0		
42"	17'	39'	67'	101'	141'	184'	228'	93.0	319.0		
48"	19'	43'	75'	113'	157'	206'	255'	123.0	417.0		

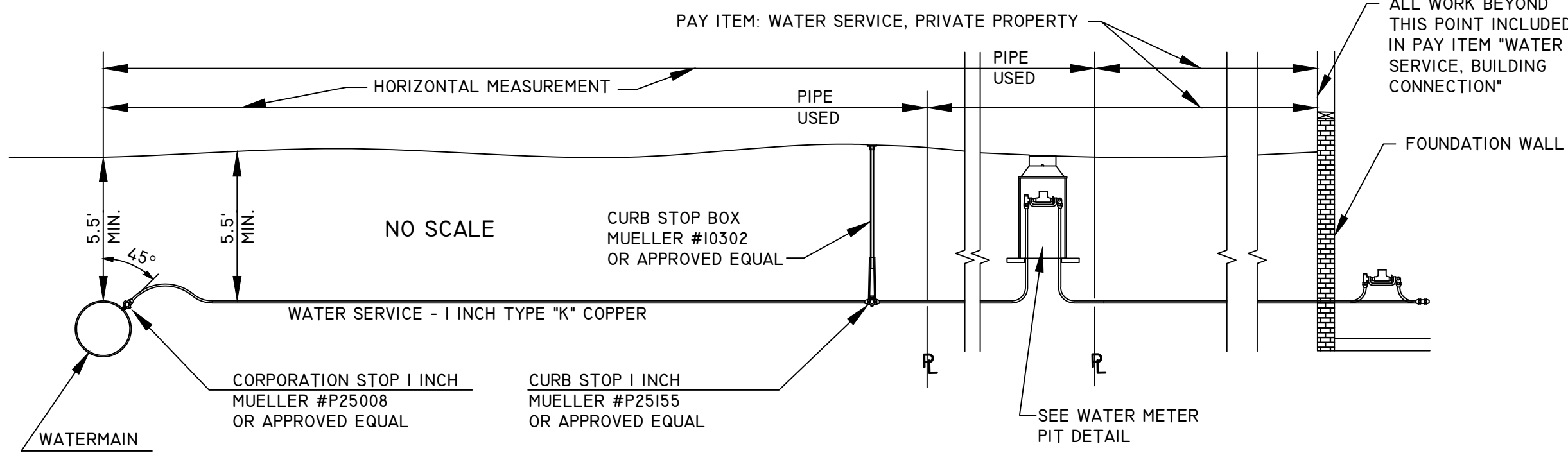
* IN EACH DIRECTION FROM POINT OF DEFLECTION EXCEPT FOR TEE, AT WHICH ONLY THE BRANCH WHERE FLOW CHANGES DIRECTION.
** IF TIE RODS ARE USED, ADD 1/8" TO BAR DIA. AS CORROSION ALLOWANCE.

BASIS OF DESIGN FOR ABOVE TABLE:

- COVER OVER PIPE = 5.0 FEET MINIMUM
- EARTH FRICTION COEFFICIENT = 0.4/1.5 SAFETY FACTOR = 0.26

NOTE
THE ABOVE LENGTH OF RESTRAINT REQUIRED IS MINIMUM. FOR LESS COVER OR POOR SOIL CONDITIONS, THE RESTRAINT LENGTH SHALL INCREASE AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE ENGINEER.

DETAIL FOR: WATER SERVICE, 1 INCH

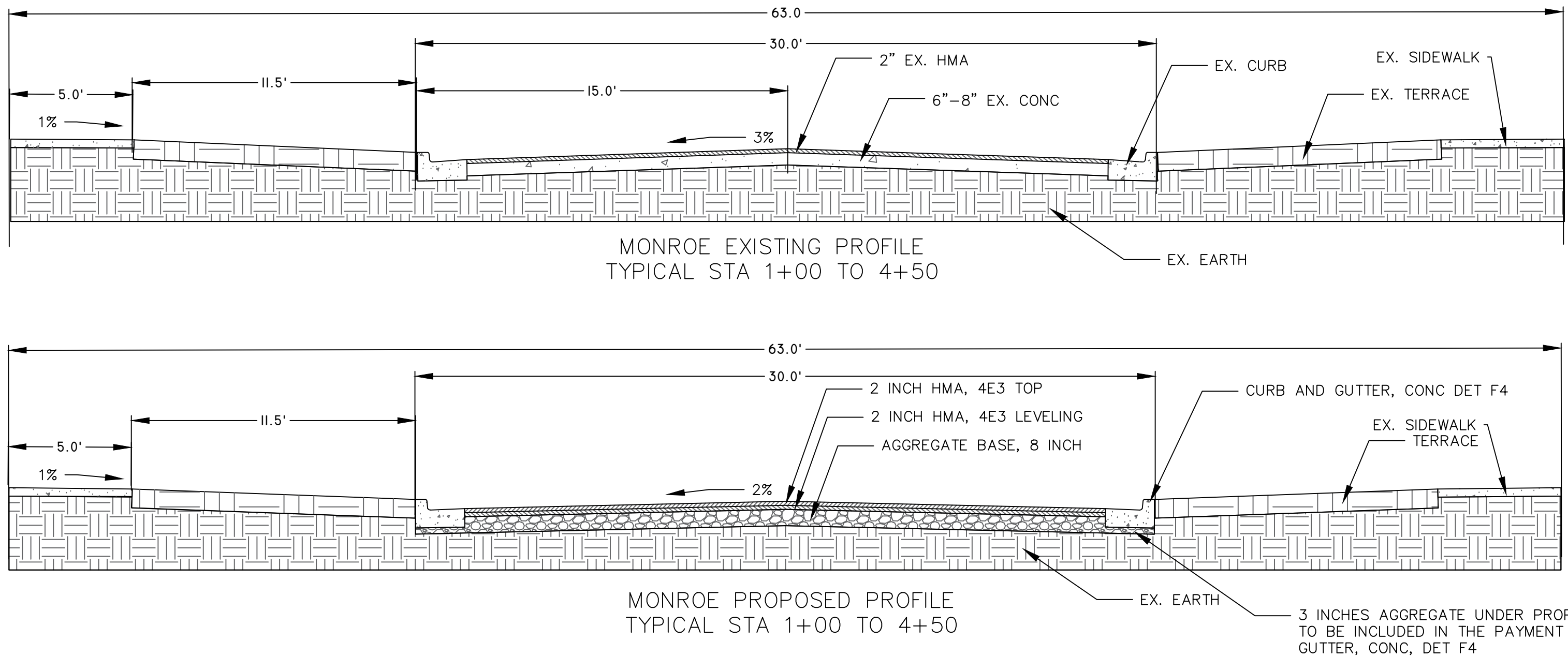
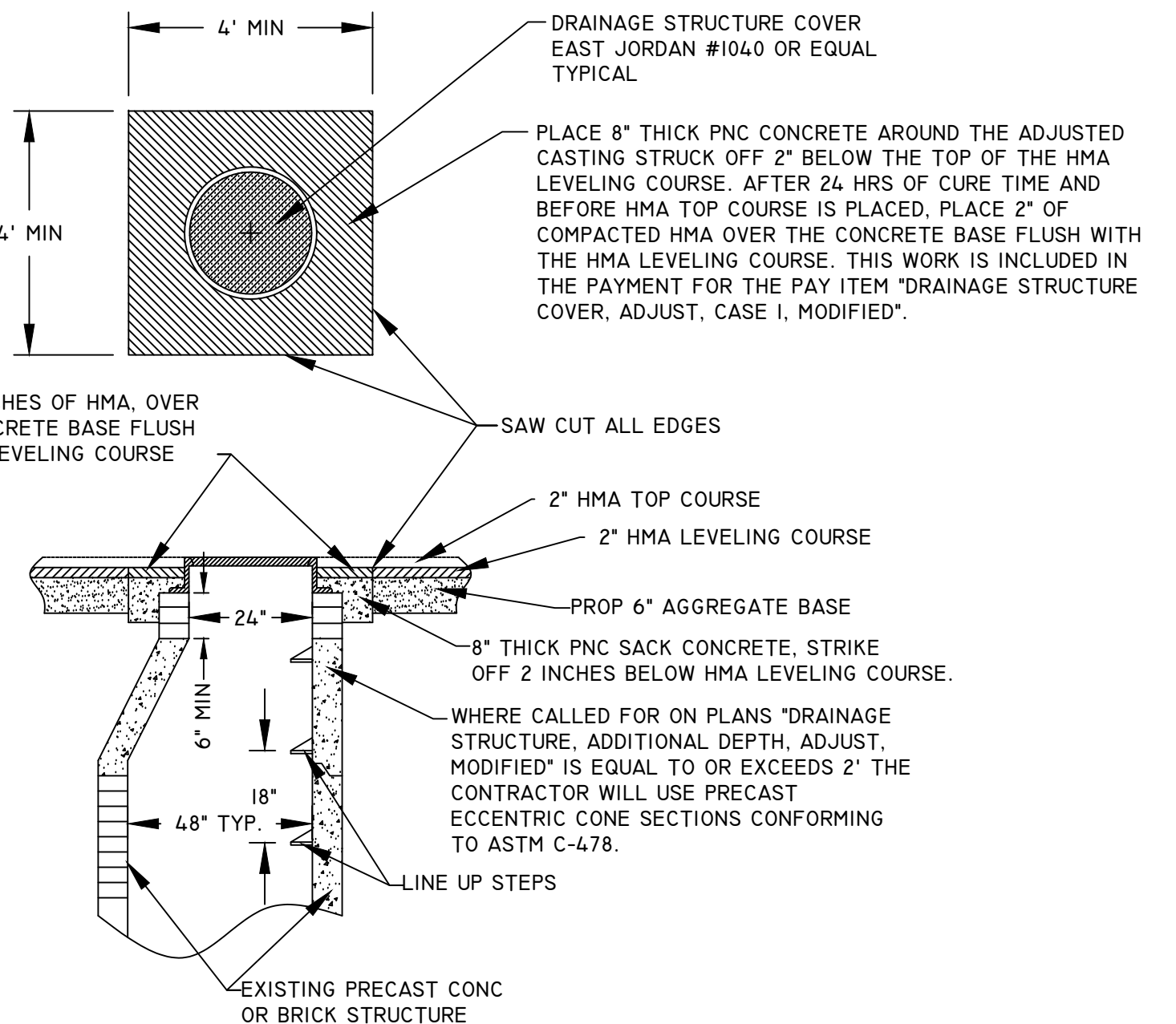


HMA APPLICATION

HMA MIX	RATE	PERFORMANCE GRADE	
MONROE STREET:			
HMA, 4E3 (TOP COURSE)	220# / SYD	64-28	2 INCH-1 LIFT
HMA, 4E3 (LEVELING COURSE)	220# / SYD	58-22	2 INCH-1 LIFT
HAND PATCHING (HMA, 4E3)	440# / SYD	64-28	4 INCH-2 LIFTS
ALLEY IMPROVEMENTS:			
HMA, 4E3 (TOP COURSE)	220# / SYD	64-28	2 INCH-1 LIFT
HMA, 4E3 (LEVELING COURSE)	220# / SYD	58-22	2 INCH-LIFT

*HMA BOND COAT, SS-IH, AT 0.05 GAL/SY, SHALL BE PLACED BETWEEN EACH LIFT. THE COST IS INCLUDED WITH THE HMA, 4E3 PAY ITEM.

DETAIL FOR: DRAINAGE STRUCTURE COVER, ADJUST, CASE I, MOD.



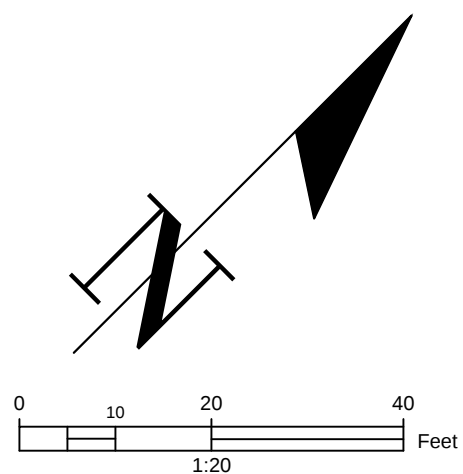
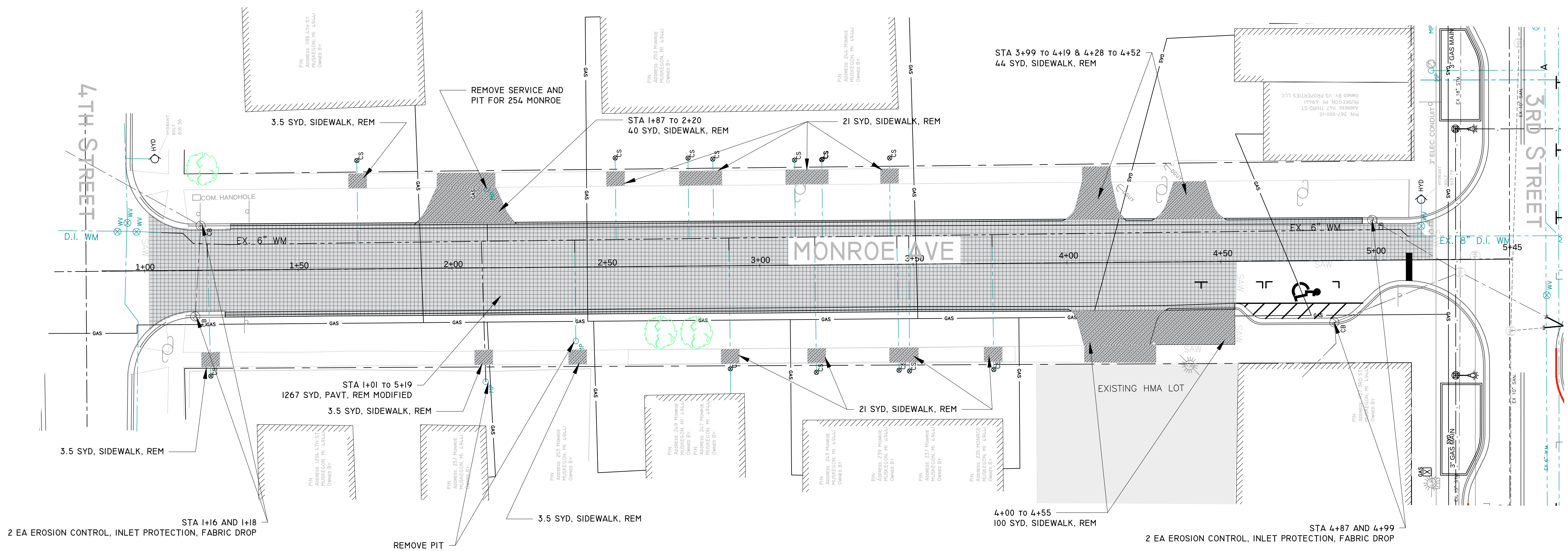
NOTE:
MACHINE GRADING, MODIFIED: STA 1+00 TO 5+19:
THERE WILL BE APPROXIMATELY 129 CYD. CIP EXCAVATION, OF WHICH 8 CYD WILL BE USED AS EMBANKMENT. THE REMAINING 121 CYD LM WILL BE REMOVED FROM THE JOB SITE AND BECOME PROPERTY OF THE CONTRACTOR. PAYMENT FOR REMOVING THE EXCAVATION, PLACING EMBANKMENT, COMPACTING SUBGRADE, SHAPING SUBGRADE TO PROPOSED CROSS SECTION AND REMOVING EXCESS MATERIAL WILL BE INCLUDED IN THE PAYMENT FOR MACHINE GRADING, MODIFIED PAY ITEM.

CITY OF MUSKEGON
OFFICE OF THE CITY ENGINEER

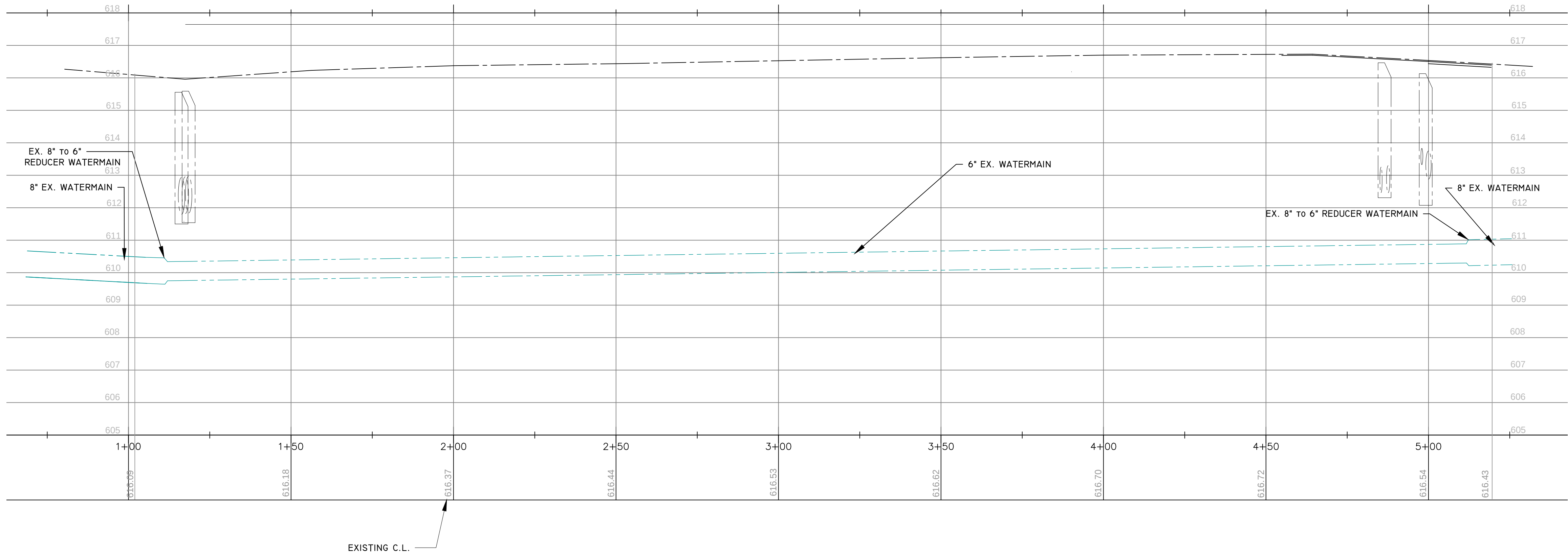
MONROE FROM 3RD TO 4TH

DRAWN	K PARKER	10/2020	REVISION		SURVEY	FP/KP	9/2020	PROJECT NO	
CHECKED			REVISION		AS-BUILT			H 92037	
APPROVED			REVISION		SCALE	NTS		SHEET NO.	02 OF 5

EXISTING CONDITIONS AND DEMO PLAN



MONROE PROFILE



LEGEND

- PAVT, REM MODIFIED
- SIDEWALK, REM

BENCHMARKS:
1 MAG NAIL, 1ST ST. DEAD END
616.57
2 3RD/MONROE HYDRANT BOLT
UNDER "A" IN U.S.A.
618.51
3 4TH/MONROE HYDRANT BOLT
UNDER "A" IN U.S.A.
617.62

QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITY	UNIT
PAVT, REM MODIFIED	1267	SYD
SIDEWALK, REM	184	SYD
MACHINE GRADING, MODIFIED	4.2	STA
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	4	EA

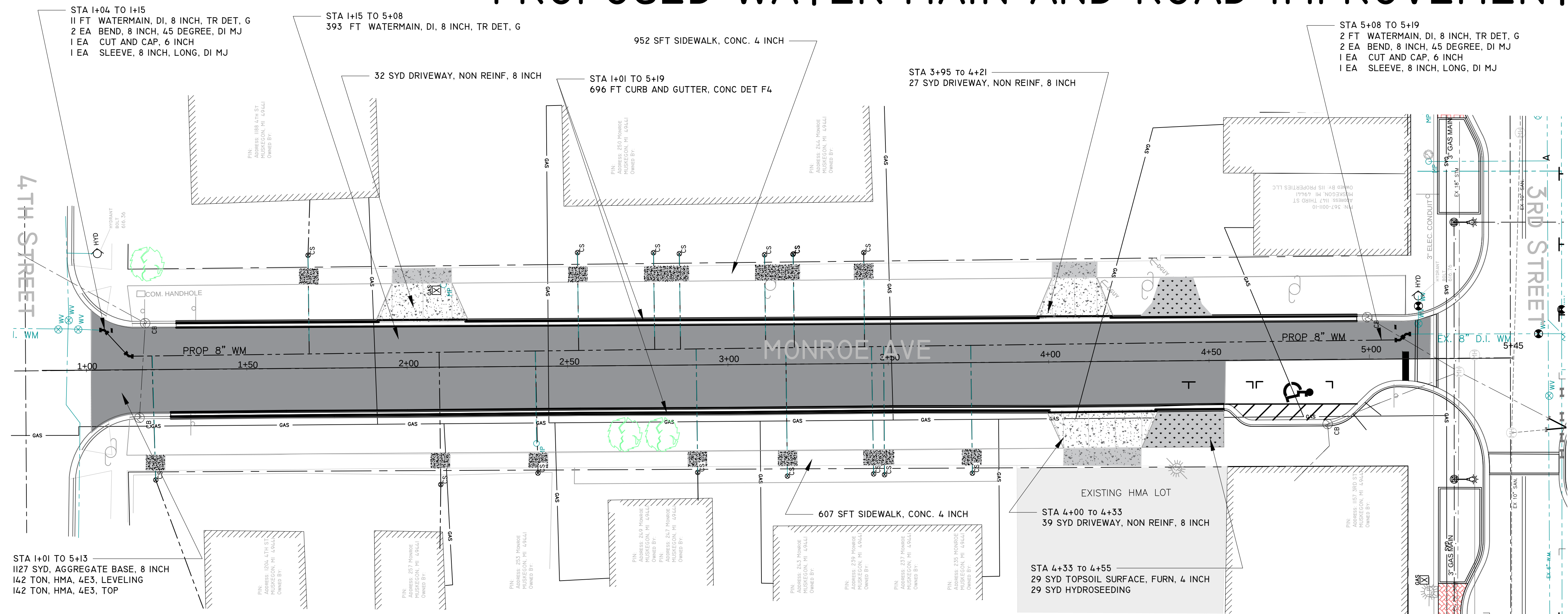
PLAN AND PROFILE
STREET AND UTILITY IMPROVEMENTS

CITY OF MUSKEGON
OFFICE OF THE CITY ENGINEER

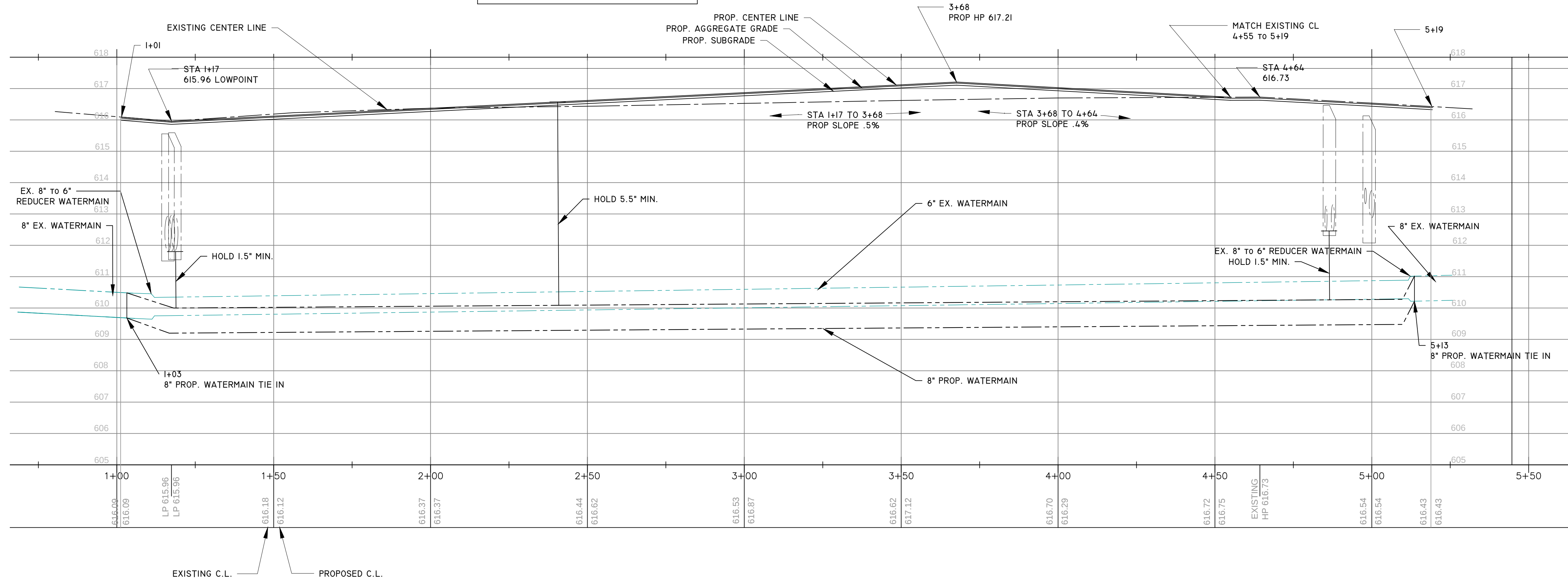
MONROE FROM 3RD TO 4TH

DRAWN	K PARKER	10/2020	REVISION		SURVEY	FP/KP	9/2020	PROJECT NO.	H 92037
CHECKED			REVISION		AS-BUILT			SHEET NO.	03 OF 5
APPROVED			REVISION		SCALE	1" = 20'			

PROPOSED WATER MAIN AND ROAD IMPROVEMENTS



MONROE PROFILE

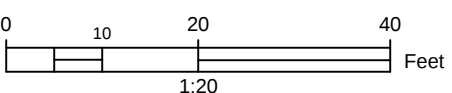
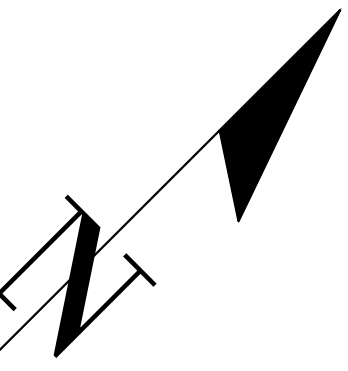


LEGEND

- HMA, 4E3
- DRIVEWAY, NONREINF, 8 INCH
- SIDEWALK, CONC, 4 INCH
- SIDEWALK, CONC, 6 INCH
- HYDROSEEDING

BENCHMARKS:

- 1 MAG NAIL, 1ST ST. DEAD END
616.57
- 2 3RD/MONROE HYDRANT BOLT
UNDER "A" IN U.S.A.
618.51
- 3 4TH/MONROE HYDRANT BOLT
UNDER "A" IN U.S.A.
617.62



1 INCH WATER SERVICE SCHEDULE

LOCATION	ADDRESS	1 INCH CORP.	1 INCH COPPER (FT)	1 INCH CURB STOP	PRIVATE PROPERTY (FT)	BUILDING CONN.
1+20	1204 4TH STREET	1	38	1	45	1
1+69	1188 4TH STREET	1	30	1	18	1
2+10	257 MONROE	1	41	1	20	1
2+40	253 MONROE, LOT	1	38	1	0	0
2+54	250 MONROE	1	30	0	0*	0
2+77	250 MONROE	1	30	0	0*	0
2+85	250 MONROE	1	30	0	0*	0
2+90	249, 247 MONROE	1	40	1	40	2
3+12	250 MONROE	1	30	0	0*	0
3+19	243 MONROE	1	40	0	0*	0
3+20	250 MONROE	1	30	0	0*	0
3+42	250 MONROE	1	30	0	0*	0
3+45	239 MONROE	1	40	0	0*	0
3+49	237 MONROE	1	40	0	0*	0
3+76	235 MONROE	1	40	0	0*	0
TOTAL		15	527 FT	4	123 FT	5

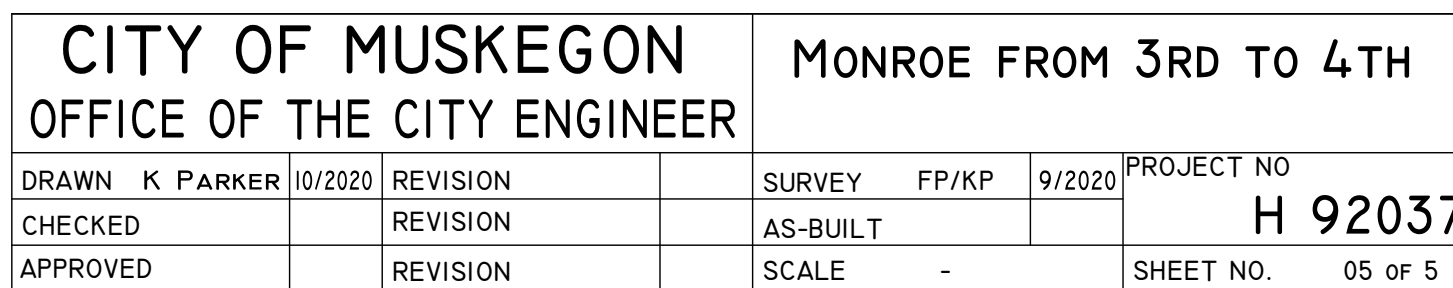
* = NEW CONST.
NEW 1" SERVICE

QUANTITIES THIS SHEET

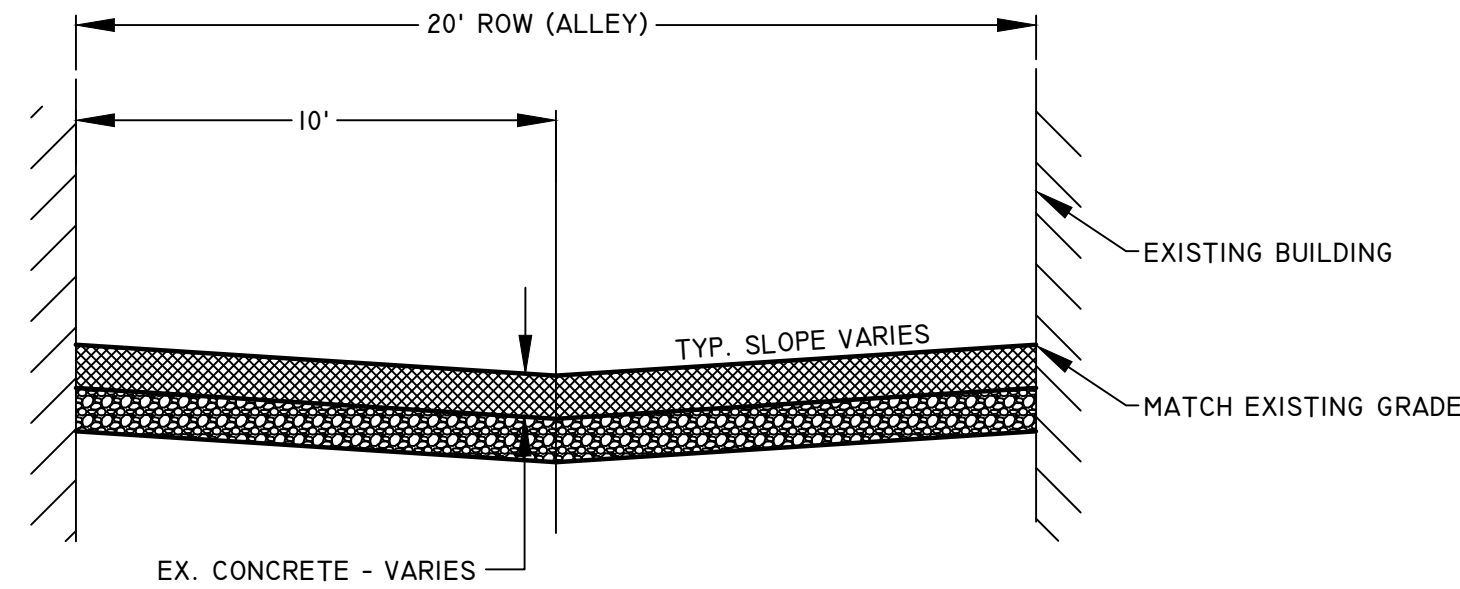
DESCRIPTION	QUANTITY	UNIT
AGGREGATE BASE, 8 INCH	1127	SYD
MAINTENANCE GRAVEL, LM	5	CYD
HMA, 4E3, LEVELING	142	TON
HMA, 4E3, TOP	142	TON
HAND PATCHING	2	TON
DRIVEWAY, NONREINF. 8 INCH	98	SYD
CURB AND GUTTER, CONC DET F4	696	FT
SIDEWALK, CONC. 4 INCH	434	SFT
SIDEWALK, CONC, 6 INCH	296	SFT
TOPSOIL SURFACE, FURN, 4 INCH	854	SYD
HYDROSEEDING	854	SYD
CORPORATION STOP, 1 INCH	15	EA
CURB STOP AND BOX, 1 INCH	15	EA
WATER SERVICE, 1 INCH, COPPER TYPE K	527	FT
WATER SERVICE, PRIVATE PROPERTY, 1 INCH	123	FT
WATER SERVICE, BUILDING CONNECTION, 1 INCH	5	EA
WATERMAIN, DI, 8 INCH, TR DET G, MODIFIED	406	FT
BEND, 8 INCH, 45 DEGREE, DI MJ	4	EA
CUT AND CAP, 6 INCH	2	EA
SLEEVE, 8 INCH, LONG, DI MJ	2	EA

PLAN AND PROFILE
STREET AND UTILITY IMPROVEMENTS

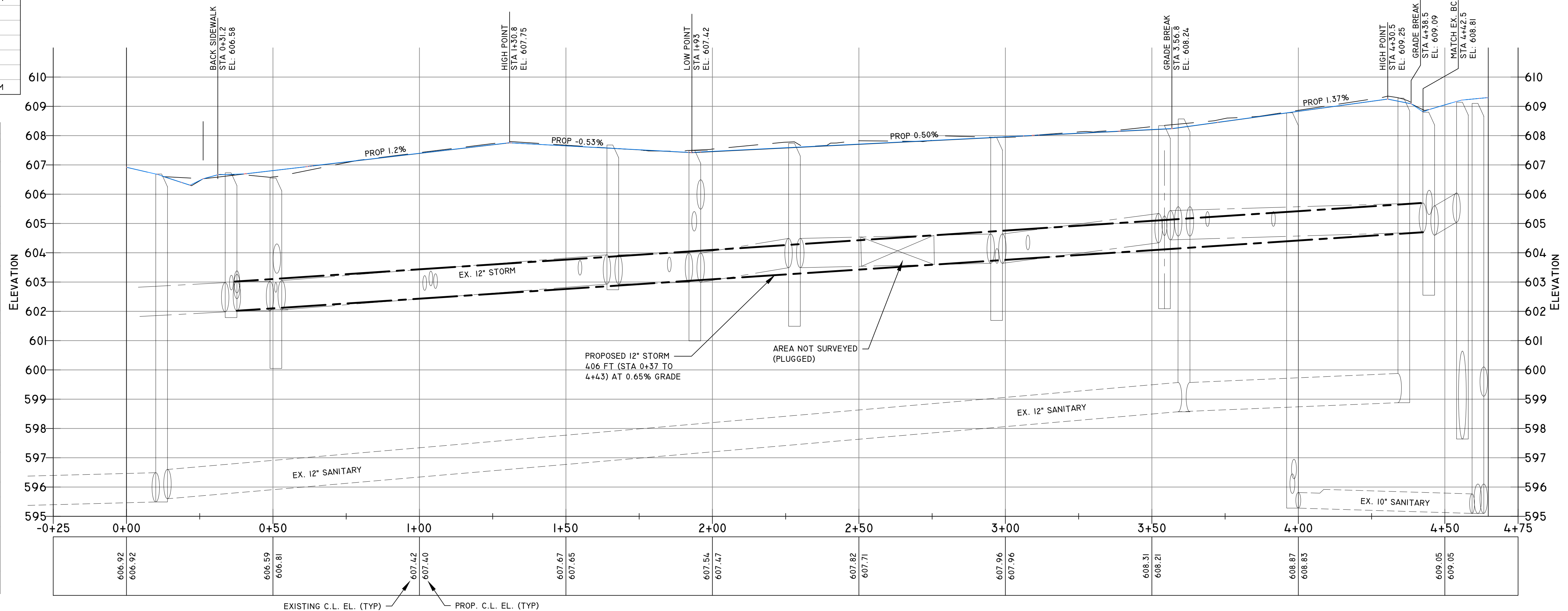
CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		MONROE FROM 3RD TO 4TH	
DRAWN K PARKER 10/2020	REVISION	SURVEY FP/KP 9/2020	PROJECT NO H 92037
CHECKED	REVISION	AS-BUILT	SHEET NO. 04 OF 5
APPROVED	REVISION	SCALE 1" = 20'	



TYPICAL EXISTING CROSS SECTION STATION 0+31 TO 4+30



QUANTITIES THIS SHEET		
DESCRIPTION	QUANTITY	UNIT
MACHINE GRADING, MODIFIED	4	STA
PAVT, REM, MODIFIED	1000	SYD
DR STRUCTURE, REM	8	EA
AGGREGATE BASE, 8 INCH	890	SYD
SEWER, REM, LESS THAN 24 INCH	400	FT
SEWER, WYE, 12X6	8	EA
SEWER LATERAL, 6 INCH, MODIFIED	8	EA
SEWER, PVC SDR 35, 10 INCH, TR DET B	15	FT
SEWER, PVC SDR 35, 12 INCH, TR DET B	400	FT
SEWER BULKHEAD, 15 INCH	2	EA
DR STRUCTURE, 48 INCH DIA	6	EA
DR STRUCTURE, ADD DEPTH OF 48 INCH DIA, 8 FOOT TO 15	7	FT
DR STRUCTURE COVER, TYPE D	3	EA
DR STRUCTURE COVER, TYPE B	3	EA
DR STRUCTURE, ADJ, CASE I	1	EA
HMA, 4E3, LEVELING	98	TON
HMA, 4E3, TOP	98	TON
HAND PATCHING	4	TON
DRIVEWAY, NONREINF CONC, 8 INCH	22	SYD
CURB AND GUTTER, CONCRETE, DET F4	75	FT
SIDEWALK, CONC, 4 INCH	155	SFT
SIDEWALK, CONC, 7 INCH	200	SFT
ABOVE GROUND VIDEO SURVEY	1	LSUM
MINOR TRAF DEVICES	1	LSUM
BARRICADE, TYPE III, HIGH INTENSITY, FURN	4	EA
PEDESTRIAN TYPE II BARRICADE, TEMP	4	EA
PLASTIC DRUM, HIGH INTENSITY, FURN	20	EA
SIGN, TYPE B, TEMP, PRISMATIC, FURN	116	SFT
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	4	EA
PROJECT CLEANUP	1	LSUM



Structuring Structure info		*Direct to control of CASING				
Strat	Station	Offset (FT)	Strat. Matl	Rim Elev	Inerts	NOTES
SAN MH 01	0+11.6	R3	BRICK	606.69	595.49 SW 12" CLAY 595.50 NE 12" CLAY	
STM MH 02	0+37	0	BRICK	606.73	602.08 NE 12" CLAY 601.98 W 12" CLAY 602.43 NE 10" CONC 602.63 F 8" CLAY 602.73 NW 8" CLAY	REMOVE AND REPLACE
CB 03	0+30	0	PRECAST	606.55	602.05 NE 12" PVC 602.05 SW 12" PVC 603.3 E 12" PVC 603.13 NW 8" PVC	REMOVE AND REPLACE
STM MH 04	1+05	0	BRICK	607.68	602.93 NE 12" CLAY 602.93 SW 12" CLAY	REMOVE
CB 05	1+93	0	BRICK	607.49	602.99 NE 12" CLAY 602.96 SW 12" CLAY 603.98 NE 12" CLAY - PLUGGED 605.49 NE 12" DP 604.74 W 8" PVC	REMOVE AND REPLACE
CB 06	2+25	R13	BRICK	607.93	603.86 NE 12" CLAY 603.86 SW 12" CLAY	
STM MH 07	2+28	R2.5	BRICK	607.74	603.49 NE 12" CLAY 603.45 SW 12" CLAY	REMOVE
CB 08	2+95	0	BLOCK	607.94	603.64 NE 12" CLAY 603.64 SW 12" CLAY 603.94 SE 8" CLAY	REMOVE AND REPLACE
CB 09	3+33	0	PRECAST	608.34	604.34 SW 12" PVC 604.44 NE 10" PVC 604.59 NW 8" PVC	REMOVE AND REPLACE AS MH
SAN MH 10	3+60	R2	BRICK	608.57	594.5 NE/SW 12" DP 596.07 NE 12" CLAY 599.57 SW 12" CLAY 600.07 SE 8" CLAY	REMOVE THROUGH MH R18 K/H/48 STM
SAN MH 11	3+97	L1.5	PRECAST	608.78	595.28 NE 8" CLAY 596.28 SE 10" CLAY 595.78 NW 10" CLAY	REMOVE AND REPLACE
SAN MH 12	4+35	0	PRECAST	608.28	598.88 SW 12" PVC	
CU 13	4+43	L1.2	UNDR	606.8	594.65 NL 12" CLAY 604.70 SW 12" CLAY 605.30 BP 10" CLAY	
SAN MH 14	4+55	L1.2	PRECAST	606.01	594.51 NW 12" CLAY 594.91 SE 12" CLAY 595.0 SW 10" CLAY 595.0 NE 10" CLAY 595.0 NE 10" CLAY	
STM MH 15	4+60	L1.8	PRECAST	600.14	597.04 NW/SE 30" CLAY 602.04 SW 12" CLAY 605.24 NL 12" CLAY	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 27, 2021	Title: Roberts Street – TEDF Application
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is requesting authorization to apply for State of Michigan FY2023 Transportation Economic Development Category F Grant for a project to resurface Roberts Street from Sherman Blvd north to Laketon Avenue.	
Detailed Summary: MDOT is requesting applications for FY2023 projects in the Transportation Economic Development Category F program. Staff reviewed the program requirements and feels that Roberts Street is a good fit for the targeted criteria. The project is estimated to cost \$900,000. Staff is proposing to request the maximum grant amount and provide matching funds of \$525,000 towards the project. In addition the City will be responsible to pay for Engineering on the project which is estimated to cost an additional \$50,000. If selected these funds would be allocated from the Major Street budget in FY22-23. A formal resolution of support is not required for TEDF – Category F applications.	
Amount Requested: \$575,000	Amount Budgeted: \$575,000
Fund(s) or Account(s): 202-TBD-5346/5355	Fund(s) or Account(s): 202-TBD-5346/5355
Recommended Motion: Authorize staff to apply for the Category F grant through the MDOT Transportation Economic Development program for Roberts Street between Sherman Blvd and Laketon Avenue.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



CATEGORY F — Urban Areas in Rural Counties

ELIGIBILITY CRITERIA

Eligibility Requirements

Category F funding is available on a competitive basis through the Michigan Transportation Economic Development Fund (TEDF). These funds are available for road improvements in Federal Adjusted Census Urban Boundary areas of rural counties in order to provide system continuity with the secondary all-season road system. Statewide, \$2.5 million of state funding is available annually to fund these projects. Eligible applicants are county, city, and village road agencies within counties with a population of 400,000 or less. These projects will be evaluated according to how well they meet the criteria and will be scored according to the following factors: evidence of critical all-season system continuity, commercial traffic flow, road condition, and safety.

Category Objectives

The objectives for Category F projects are to provide funding for transportation projects that:

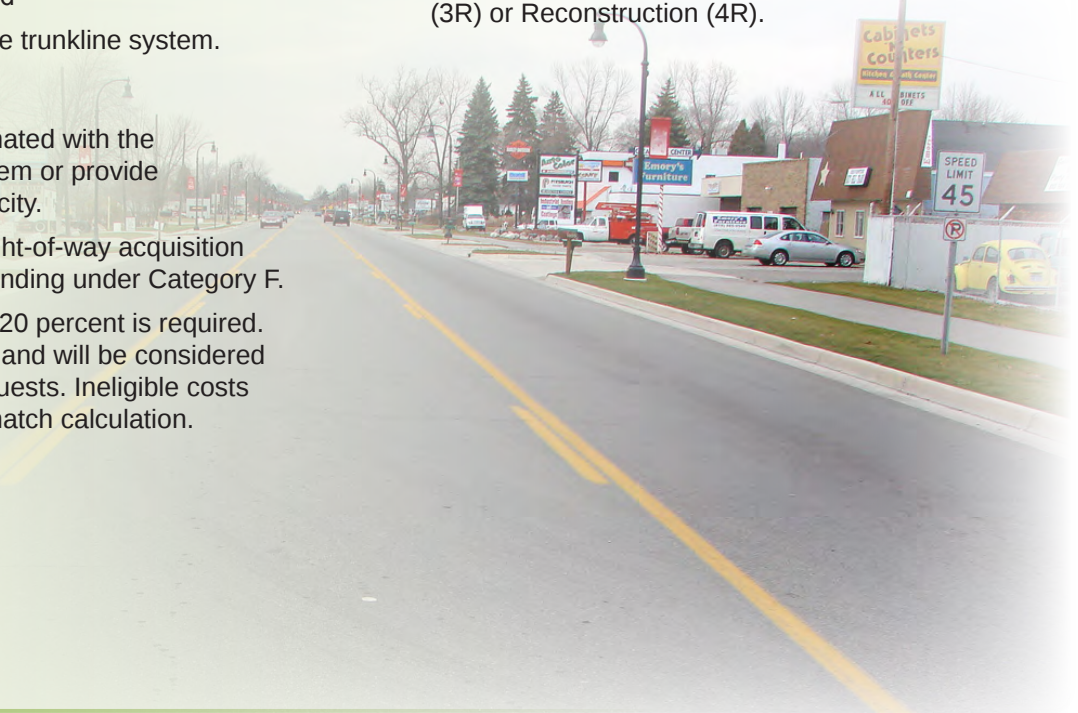
- are coordinated with the secondary all-season system (TEDF Category D) or provide all-season routes within a city,
- improve all-season capabilities on routes having high commercial traffic, and
- improve access to the state trunkline system.

Operating Guidelines

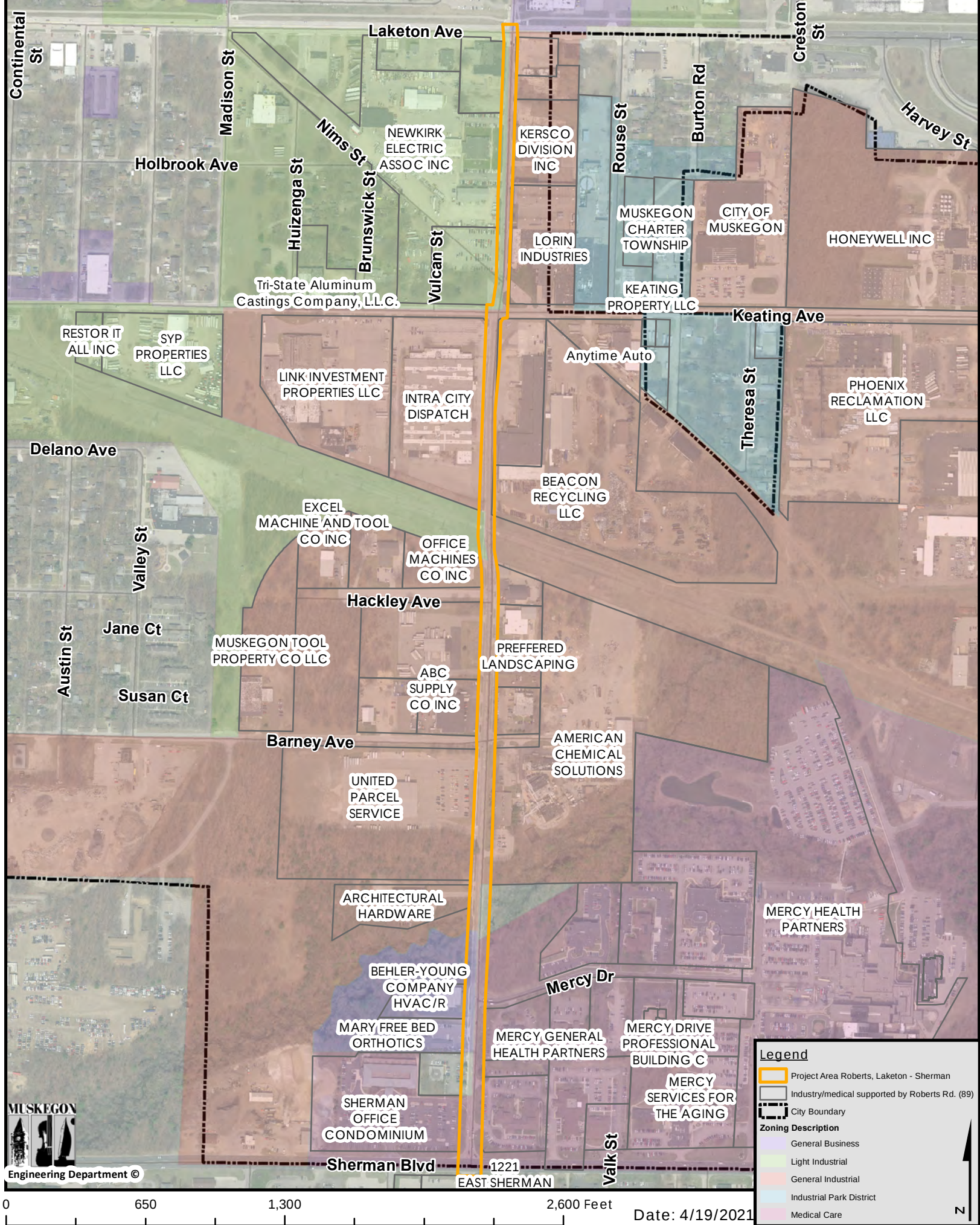
1. Projects should be coordinated with the secondary all-season system or provide all-season routes within a city.
2. Engineering, utility, and right-of-way acquisition costs are not eligible for funding under Category F.
3. A minimum local match of 20 percent is required. Overmatch is encouraged and will be considered when evaluating grant requests. Ineligible costs cannot be applied to the match calculation.

Policy Guidelines

1. Proposed projects must be on the federal-aid system.
2. Grant awards are limited to a maximum of \$375,000.
3. Projects submitted for funding should be capable of being let or constructed within the fiscal year for which they are funded.
4. A grant award represents the maximum funds available for a project. Project costs that exceed the grant are the responsibility of the applicant.
5. Projects that are not selected for funding one year can be resubmitted the following year.
6. Multi-year phasing of Category F grants is not permitted.
7. If the project is part of a multiple grant proposal or is already programmed within another grant program, please identify in the project description field the project limits, funding sources, and time frame of the other grant components.
8. Preventative Maintenance (PM) activities are not eligible. Project scope can include Resurfacing (3R) or Reconstruction (4R).



Roberts Street, Laketon Avenue to Sherman Boulevard - Vicinity Map



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 27, 2021	Title: Railroad Mural – Resolution of Support
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is requesting Commission approval of the attached resolution for the application of the murals onto the railroad bridge over Seaway Drive.	
Detailed Summary: MDOT and FHWA (Federal Highways Administration) are requiring that the governing bodies of Muskegon and Norton Shores adopt a formal resolution of support for the installation of the murals on the railroad overpasses. The MDOT / FHWA Permit and the Railroad Permit are the last two items needed to finalize the proceeding of the work. Assuming approval of both items we are on track to be ready for the muralists to start on the City of Muskegon bridge in mid-May.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the resolution of support and authorize the Mayor and Clerk to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

City of Muskegon

RESOLUTION

SUPPORT OF RAILROAD BRIDGE MURALS

WHEREAS, Muskegon City Commissioners desire to support the development and installation of public art work within the city limits; and

WHEREAS, Muskegon City Commissioners have funded the improvements necessary to prepare the existing railroad bridge over Seaway Drive (US-31 BR) for the application of murals; and

WHEREAS, Muskegon City Commissioners have supported and participated in the public process of soliciting and selecting the mural artwork for the bridges; and

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners support the installation of the public artwork murals on both fascia beams on the railroad bridge over Seaway Drive between Hackley Avenue and Laketon Avenue in the City of Muskegon.

Dated this _____ of _____ 20__.

Stephen J. Gawron
Mayor

Ann Marie Meisch
City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 27, 2021	Title: Railroad Mural – ROE Permit
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is requesting Commission approval and authorization for staff to execute the attached Right of Entry (ROE) agreement with the railroad to allow for painting of the murals on the railroad bridge over Seaway Drive between Hackley Avenue and Laketon Avenue.	
Detailed Summary: Staff has worked to secure the enclosed railroad agreement which must be reviewed and accepted by the City prior to work commencing. Counsel has reviewed the agreement and has no concerns. Finance has reviewed the agreement and MMRMA can provide the necessary coverage.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize staff to sign off on the Right of Entry Agreement with the railroad for the installation of the murals.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Railroad Protective Liability Application

Named Insured Railroad: Michigan Shore Railroad
Address: c/o 13901 Sutton Park Dr., S., Ste. 270, Jacksonville, FL 32224

Name of Designated Contractor: _____
Address: _____

Contractors GL Limits: _____
Carrier: _____

Contractors Umbrella Limits: _____
Carrier: _____

Will the Contractor be holding the Railroad Harmless? Yes ☒ No ☐

Will the Railroad be listed as an "Additional Insured" on the Contractor's CGL and Umbrella policies? Yes ☒ No ☐

Will the Contractor's GL & Umbrella policies remove the contractual exclusion for work within 50' of a Railroad? Yes ☒ No ☐

Railroad Protective Limits Required: yes
Per Occurrence: \$2 Million Aggregate: \$6 Million

Name & Address for Whom Work is Being Performed: _____

Description of Job: _____

Approximate Length of Job (years/months): _____

Total Cost of Job: _____ Cost of Work Within 50' of Tracks: _____

Daily Train Traffic: _____ Freight: _____ Passenger: _____

Will there be any Railroad flagmen/supervisors? Yes ☒ No ☐

Will there be any other work performed by any railroad employees? Yes ☐ No ☐

If yes, please describe: _____

Will there be any Railroad equipment assigned to the contractor? Yes ☐ No ☐

If yes, please describe: _____

Signature: _____ Date: _____

Printed Name: _____

Title: _____

CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT

THIS AGREEMENT (the “Agreement”) is made as of _____, 20____, (the “Effective Date”), by and between Michigan Shore Railroad, a Division of Mid-Michigan Railroad, Inc. (“Railroad”) and City of Muskegon (“Licensee”).

WITNESSETH:

WHEREAS, Licensee has submitted a written request or application to Railroad requesting permission to enter Railroad’s property at or near the location specified in Section 1 below for the limited purpose of performing certain work; and

WHEREAS, Railroad is willing to grant to Licensee the limited right and permission to enter upon such property for the limited purpose of performing such work in accordance with the terms provided herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/PAYMENT/WORK PRACTICES:

1.1 Railroad hereby conveys to Licensee the limited right and permission to enter upon the Railroad’s property located at or near Milepost 55.14, LAKE Subdivision, Latitude: 43.202694, Longitude: -86.260028 located in MUSKEGON, in the County of MUSKEGON, State of MI as reflected on the map attached hereto as Exhibit A and incorporated herein by reference (the “Property”) for the purpose of Licensee, through its employees, agents or contractors to PAINT MURAL ON RAILROAD BRIDGE OVER SEAWAY DRIVE (the “Work”); and

1.2 Upon payment of a fee referenced in Section 11 herein, Railroad hereby grants to Licensee, the right and permission to enter upon Railroad's Property for the purpose of performing the Work, subject to the terms, conditions and provisions set forth in this Agreement.

1.3 The Work shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of Railroad's Chief Engineer, or his duly authorized representative (the “Representative”), and in a manner to avoid accident, damage or harm to persons or property and delays to or interference with the operations of Railroad.

Section 2. PRIOR NOTICE/FLAGGING/OTHER CONDITIONS.

2.1 Licensee or Licensee’s contractor shall notify the Representative at least ten (10) business days before proceeding with any phase of the Work on the Property and shall abide by the instructions of the Representative concerning the safety of the Railroad. All persons entering the Property pursuant to the permission granted herein shall comply with and perform the Work in accordance with the following policies:

- a) Genesee & Wyoming Inc.’s Contractor Safety Rules, available at: <https://gwrr.com/download.axd/0774e378f35949f59f232ef1adbc63e7.pdf?d=GWI%20%20Contractor%20Safety%20Rules>; and
- b) Genesee & Wyoming Inc.’s Code of Ethics and Conduct, available at: gwrr.com/about_us/code-of-ethics

The following Personal Protective Equipment (“PPE”) must be worn at all times on the Property: Hard hats, safety footwear, certified eye protection with side shields and approved high-visibility work wear. Additional forms of

PPE may be required under certain circumstances as specified in the aforesaid Contractor Safety Rules or as required by the Representative.

2.2 Railroad shall furnish such personnel, flagman or watchman which, in Railroad's sole discretion, may be necessary to protect the facilities and traffic of Railroad during the performance of the Work. If flagging or other special protective or safety measures are performed by Railroad, Railroad will invoice Licensee for such expenses incurred by Railroad based on the current fee schedule annexed hereto as Exhibit D. Licensee shall pay such invoices within thirty (30) days of Licensee's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Licensee agrees that Licensee is not relieved of any of its responsibilities or liabilities set forth in this Agreement. The Licensee or its contractor shall reimburse Railroad promptly for the actual cost of said services, including all applicable surcharges, upon receipt of bill or bills therefor.

2.3 Unless Prior arrangements have been made with the Chief Engineer or his representative, Licensee shall not place or operate equipment at a distance of less than fifty (50) feet from the center of track, nor perform any Work at a distance of less than fifty (50) feet from the center of Railroad's track. Further, no equipment shall be moved across the Railroad's track(s) except at an established public crossing, unless prior arrangements have been made with the Chief Engineer or his Representative. All reasonable precautions must be taken by Licensee to avoid interference with and/or damage to Railroad's facilities during the course of the Work.

2.4 Prior to entering upon the Property, Licensee agrees to comply with **RAILROAD'S ROADWAY WORKER PROTECTION TRAINING POLICY** as set forth in Exhibit B, attached hereto and incorporated herein by reference, if such training is applicable as determined in the sole discretion of Railroad.

2.5 The permission herein granted is subject to all existing leases, licenses and occupancies of the Property by third parties. Licensee acknowledges that, in executing this Agreement, Railroad acts on its own behalf only and has no authority to act, and does not claim to act, on behalf of any other entity or person with respect to any right any such other entity or person may have to object to this Agreement. Licensee shall secure the consent, and protect the facilities, of each such third-party occupier of the Property.

2.6 Licensee shall implement and enforce a safety program conforming to all applicable requirements of federal, state and local laws, rules and regulations.

Section 3. LEGAL COMPLIANCE.

Licensee expressly agrees, at its own cost and expense, to comply and cause its agents, employees and contractor(s) to comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over the Work or Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act and state "One Call" - "Call Before You Dig" or similar requirements. Licensee shall indemnify, defend and save harmless Railroad, its parents, affiliates and subsidiaries, and the respective shareholders, directors, officers and employees of each (hereinafter collectively the "Railroad Indemnitees"), from and against, and shall pay, all expenses, damages, penalties, and claims, including without limitation reasonable counsel fees, that may arise from, or be imposed because of the failure of Licensee to comply with this Section.

Section 4. LIABILITY/INDEMNITY.

4.1 Licensee hereby assumes risk of and agrees to indemnify, defend, protect and save the Railroad Indemnitees harmless from and against (a) injury to or death of any person or persons whomsoever, including but not limited to the agents, employees or contractor(s) of the parties hereto, and (b) the loss or damage to any property whatsoever, including property claims, demands, suits, judgments or expenses incurred in connection therewith, resulting from or arising out of the acts or omissions of Licensee, its agents, employees or contractor(s),

or resulting from, arising out of, or occurring in connection with the entry or presence of Licensee, its agents, employees or contractor(s) on the Property, or resulting from, arising out of, or occurring in connection with the performance or execution of the Work performed under this Agreement or incidental thereto, regardless of any negligence on the part of Licensee or Railroad. THE INDEMNITY PROVIDED IN THIS SECTION 4 IS SPECIFICALLY MEANT TO INCLUDE INDEMNITY OF THE RAILROAD INDEMNITEES FOR THEIR OWN ORDINARY NEGLIGENCE, EVEN IF THE INJURY OR DAMAGE IS CAUSED ENTIRELY BY THE ORDINARY NEGLIGENCE OF THE RAILROAD INDEMNITEES AND THERE IS NO NEGLIGENCE ON THE PART OF THE LICENSEE. LICENSEE'S INDEMNITY OBLIGATIONS IN THIS SECTION 4 SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS AVAILABLE UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR EMPLOYEE BENEFITS ACTS.

4.2 IN NO EVENT UNDER THIS AGREEMENT WILL THE RAILROAD INDEMNITEES HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ADDITIONALLY, THE TERM "RAILROAD INDEMNITEES" AS USED IN THIS SECTION 4 SHALL INCLUDE ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 5. INSURANCE.

Licensee agrees to comply with the **INSURANCE REQUIREMENTS FOR CONTRACTOR RIGHT-OF-ENTRY LICENSE AGREEMENTS** attached hereto as Exhibit C and incorporated herein by reference and shall provide the required Certificate of Insurance to Railroad with return of the signed duplicate original of this Agreement prior to the commencement of the Work.

Section 6. NOTIFICATION.

Licensee shall promptly notify the Chief Engineer of any loss, damage, injury or death arising out of or in connection with the Work.

Section 7. RESTORATION.

Upon completion of the Work or the termination or expiration of this Agreement, Contractor shall promptly remove from the Property all tools, equipment and materials placed thereon by Contractor. Contractor shall restore the Property to the same state and condition as when Contractor first entered thereon and shall leave the Property in a condition satisfactory to the Chief Engineer or the Representative.

Section 8. TERM/TERMINATION.

This Agreement and the permission conferred, and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Work or at midnight 60 calendar days following the Effective Date, whichever occurs first, unless extended in writing by Railroad. Notwithstanding the foregoing, Railroad shall have the right to terminate this Agreement and the license granted hereunder immediately if Licensee defaults on any of the terms and/or conditions set forth herein.

Section 9. COMPLIANCE AND DOCUMENTATION.

Licensee agrees, and shall cause its agents, employees and contractor(s), to (a) understand and comply with the terms and conditions of this Agreement, (b) carry a copy of this Agreement at all times while on the Property, and (c) promptly present the copy of this Agreement to any employee of Railroad upon request.

Section 10. RAILROAD CONTACT INFORMATION.

The Railroad's Chief Engineer is:

Dale Summers
4349 Easton Way, Suite 110
Columbus, OH 43219

The Railroad's Representative is:

Roadmaster, Scott Knight
616.293.0564

Railroad **EMERGENCY** Phone Number: **(866) 527-3499**

Reference Location: **Michigan Shore Railroad, a Division of Mid-Michigan Railroad, Inc.**

Section 11. FEE.

Upon execution of this Agreement, Licensee shall pay Railroad the sum of \$1750 toward the cost of preparing this Agreement and for the privileges granted to the Licensee.

Section 12. NON-WAIVER.

If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

Section 13. APPLICABLE LAW.

This Agreement shall be governed by and construed under the laws of the State of MI, without regard to the choice of law provisions thereof.

Section 14. ASSIGNMENT.

Licensee shall not assign this Agreement without the prior written consent of Railroad, which consent may be granted or withheld at Railroad's sole discretion. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

Section 15. INTERPRETATION/SEVERABILITY.

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 16. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged electronically and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

Section 17. HEADINGS.

The headings of the sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

Section 18. CONSTRUCTION OF TERMS.

The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

Section 19. CONFIDENTIALITY.

The parties shall not disclose the terms of this Agreement to a third party (a) other than as required by law so long as such party required to disclose the terms of this Agreement under applicable law provides the other party with prior written notice of such requirement, or (b) as otherwise agreed in writing between the parties. Notwithstanding the foregoing, the parties may disclose the terms and conditions of the Agreement to (1) a parent, subsidiary or affiliated company; or (2) to their lawyers and consultants, including but not limited to its auditors, provided that all such parties agree to maintain the confidentiality of such information in accordance with the terms of this provision. If any party violates this paragraph, any adversely affected party may cancel this Agreement without penalty and exercise any available remedies under applicable law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

RAILROAD:

MICHIGAN SHORE RAILROAD, A DIVISION OF
MID-MICHIGAN RAILROAD, INC.

LICENSEE:

CITY OF MUSKEGON

By:_____

Name:

Its:

By:_____

Name:

Its:

EXHIBIT A**DESCRIPTION OF PROPERTY**

EXHIBIT B**ROADWAY WORKER PROTECTION TRAINING POLICY**

A. In order to maintain the integrity and security of the Property and Railroad's operations, prior to each employee of Licensee and its contractor entering upon the Property (each a "Licensee Applicant"), Licensee shall cause its employees, and shall cause its contractor to require its employees, to successfully complete the Genesee & Wyoming Inc. Roadway Worker Training Program (the "Program") on an annual basis to be administered by Roadway Worker Training, Inc. (the "Program Administer"), at the sole cost and expense of the Licensee or contractor, as the case may be (the current cost of which is \$75.00 USD per Licensee Applicant). The Program shall be available via the internet and instructions to access the Program set forth in Paragraph K.

B. Upon completion of the Program, the Licensee Applicant shall be required to satisfactorily complete a test administered by the Program Administer. The Program Administer shall be responsible for scoring such test and verifying whether the Licensee Applicant satisfies the requirements of Railroad to perform work on the Property. Any Licensee Applicant who fails to achieve a satisfactory score or who refuses to complete such test shall not be permitted to enter the Property.

C. When a satisfactory score is achieved by the Licensee Applicant, the Program Administrator shall furnish a certificate (the "Certificate") to the business address of Licensee or its contractor, as the case may be, for distribution to the Licensee Applicant. Until receipt of the Certificate from the Program Administrator, the Licensee Applicant shall print a temporary certificate authorizing the Licensee Applicant's access to the Property.

D. For the avoidance of doubt, satisfactory completion of the Program as evidenced by receipt of a Certificate does not in itself grant permission to the Licensee Applicant to enter the Property, except as expressly permitted under and in strict compliance with the terms of the Agreement.

E. The Licensee Applicant shall be responsible for carrying the Certificate at all times when on the Property.

F. All communications regarding Licensee Applicants, the Program, or any other matters described in this Exhibit B should be addressed to:

Kyle Baker
GWI Safety Department
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL 32224
kyle.baker@gwrr.com
(904) 999-3356

G. Licensee and its contractor shall be responsible for managing and recovering Certificates from their employees who resign, retire or are terminated.

H. Notwithstanding the receipt of a Certificate by a Licensee Applicant, Railroad reserves the right to reject any Licensee Applicant from entering upon the Property in Railroad's sole discretion in accordance with:

- i) Genesee & Wyoming Inc. Code of Ethics and Conduct,
- ii) Genesee & Wyoming Inc. Contractor Safety Rules, or
- iii) upon failure to comply with the terms and conditions of the Agreement and all applicable laws.

I. To the extent that any portion of the requirements set forth in this Exhibit B violates any law, ordinance, statute or regulation that portion shall be ignored and the Licensee or contractor, as the case may be, shall comply with all remaining portions of Railroad's Roadway Protection Training Policy, the Program or the related application process.

J. Licensee or its contractor, as the case may be, shall be primarily responsible for enforcement of the Program; *provided, however*, that both Railroad and the Federal Railroad Administration reserve the right to audit Licensee and its contractor, as the case may be, for compliance with the Program and Railroad's Roadway Protection Training Policy. Should a Licensee or its contractor, as applicable, be found out of compliance, any and all fines or penalties incurred by Railroad due to such non-compliance shall be the sole obligation of the Licensee.

K. To access the G&W Roadway Worker Protection Training for Railroad Contractors Course on the RWT On-Line please follow these instructions:

- Start at website www.rrtrainers.com
- Click on the "On-Line Courses" button
- Select the G&W course by clicking on the course name
- On the right hand side of the page select "New User Registration"
- Fill out all of the fields on the registration page and submit
- You will receive a username and password via email
- After receiving the username and password go back to the On-Line Courses page and select the G&W course again
- Complete the registration process and training.

EXHIBIT C**INSURANCE REQUIREMENTS FOR RIGHT-OF-ENTRY LICENSE AGREEMENT**

(a) The Licensee shall, at its own cost and expense, prior to entry onto the Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railroad Indemnitees** and shall name the **Railroad Indemnitees as Additional Insureds**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railroad Indemnitees** and shall name the **Railroad Indemnitees as Additional Insureds**.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railroad Indemnitees**.

(iv) **Prior to construction within 50' of the railroad tracks**, the Licensee shall purchase Railroad Protective Liability Insurance naming the Railroad Indemnitees as the named insured with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from the Railroad.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be affected under standard form policies underwritten by insurers licensed in the state where work is to be performed and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Railroad reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the Railroad Indemnitees**.

(iii) All insurance policies shall be endorsed to provide the Railroad with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Railroad with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Contractor Right of Entry License Agreement by agreement date and description and shall be furnished to the Railroad at the following address, or to such other address as the Railroad may hereafter specify:

Michigan Shore Railroad, a Division of Mid-Michigan Railroad, Inc.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work;
- (2) The Licensee shall maintain such policies on a continuous basis;
- (3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and
- (4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Railroad may require the Licensee to purchase additional insurance if the Railroad reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Railroad will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement but shall be additional security therefor.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C.

EXHIBIT D

Exhibit D will be provided by flagging coordinator upon execution

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 27 th , 2021	Title: Smith Ryerson eSports
Submitted By: Leo Evans	Department: DPW
Brief Summary: Staff is requesting permission to move forward with a proposal to construct and outfit an eSports gaming center in an unused room at Smith-Ryerson Park.	
Detailed Summary: See attached proposal for additional information. Staff is seeking approval to expend up to \$20,000 to convert an unused room at the Smith-Ryerson Community Center into an eSports Gaming Center. The gaming center would be available for use on a TBD rental basis and will be offered to community partners that are interested in utilizing the site to host community based programming. Staff is proposing to fund the allocation from within the existing Parks budget, with no modification to the overall budget. Though no specific allocation was originally budgeted for this project a number of budget items have come up short allowing for this project to be completed without the requirement for additional allocations.	
Amount Requested: \$20,000.00	Amount Budgeted: \$0
Fund(s) or Account(s): 101-70751-5346	Fund(s) or Account(s): 101-70751-5346
Recommended Motion: Authorize staff to proceed with the proposal to construct and outfit an eSports gaming center at Smith-Ryerson Park.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Smith-Ryerson Park eSports Project



What is eSports

Esports is a type of competition using video games. Since traditional sports have been sidelined, stadiums closed to fans, and people starving for interaction, gamers have turned their attention to eSports. The eSports experience has experienced great growth in 2020 due to the COVID-19 pandemic, and is poised to act as a springboard for further growth into 2021.

The dynamics of recreation are ever shifting and eSports is quickly becoming the next thing. The pool of kids that participate in video gaming is far higher than the pool of kids that participate in more traditional recreational sporting and we would like to recognize that dynamic shift with this development.

Goals

Provide a unique park experience to area youth in the form of converting an unused room within the Smith-Ryerson Community Center into an eSports Gaming area.

Site Amenities

The project would convert a currently underutilized space by equipping it with six (6) gaming stations that could each accommodate up to four (4) players. Each station would be equipped with a 65" LED TV, a gaming console (brand TBD) along with additional hardware (controllers, chargers, etc) and age appropriate games for use.

Each gaming station would be on a mobile TV stand to accommodate relocation within the building for different events, and/or relocation to other sites around the city as needed for events.

Development Milestones

Spring 2021 - City funds initial startup costs and construction to prepare site with target opening in Summer 2021, approximately \$20,000. Procurement and installation completed in Spring/early Summer of 2021. Concurrently city staff would work to solidify partnerships for programming at the site.

Summer 2021 Thru TBD - City operates the facility similar to a community center reservation (draft policy attached). Groups can rent the room for their exclusive private use. Additionally the City could offer free rental of the room for private groups in exchange for the groups agreeing to host and promote an open community event on a 1 Hour – 1 Hour basis.

TBD & Beyond - If successful eventually transfer into a site manager relationship with one of the predominant users and transition into that group handling the use/rental of the facility along with the upkeep and maintenance.

Local Partnerships

We have worked hard on outreach to establish groups that we feel could be good partners to use the facility and help provide programming at the site to keep it engaging and active in the community. Below is a list of organizations that we have reached out at this point, all groups have showed an initial interest and we have had lengthy discussions with several on specific programming and uses for the site:

Boys and Girls Club, Muskegon Public Schools, Orchard View Public Schools, Muskegon Public Library, Muskegon Community College Gaming Club, Muskegon Risers eSports Team

Funding Partnership

Several opportunities to offset the initial startup costs for the site exist and we plan to explore those if given the go ahead to move forward on the development of the site.

- Microsoft & Sony – Microsoft (Xbox) and Sony (Playstation) both offer grants opportunities that could potentially offset some of the initial startup costs.
- Best Buy – Offers grants for financial support, but additionally offers opportunities for volunteers and technical support to get the site operational.
- Community Foundation – We plan to engage with the CFFMC to see if they have any opportunities would align with this project but have not

Estimated Startup Cost

To prepare and equip the site with six (6) mobile gaming station staff is estimated the initial cost to be approximately \$20,000. This will provide for TVs, consoles, hardware, software, gaming subscriptions, mobile TV stands, furniture, and equipping the room with the proper electrical and internet capabilities.

Draft Policy
Use and Code of Conduct
Preface

Esports have a major strength compared to other sports- it can be practiced by people from all backgrounds and situations giving eSports the opportunity to be inclusive for all. This document is a tool designed to create a welcoming and inclusive environment for competitors to gather and evolve.

Those of us who participates in sports and eSports have the unique opportunity to shape the future. To accomplish this, we need to follow a common set of rules and at the same time take responsibility for how we treat each other.

1. Player Code of Conduct

1.1. Disrespectful Expression Avoid expressing ourselves in an disrespectful manor towards other players or their actions while in the game, regardless of whether or not they are on your team.

1.2. Disrespectful Language Avoid using profane language, nicknames, or any other expression that may insult another players gender, gender identity, origin, physical ability, religion, or age.

1.3. Violent Language Avoid using language or actions that refer to sexual violence or violence.

1.4. Violent Actions Avoid acting in a threatening or violent manor towards others.

1.5. Private Information Avoid sharing account information or any other private information that could put yourself or others at risk.

1.6. Harassment Avoid harassment of other players, team members, or any other associated parties.

1.7. Sexual Harassment You may not sexually harass players, team members, or any associated parties. There is zero tolerance for any sexual threats or coercion.

1.8. Discrimination You may not disrespect the dignity or integrity of a country, private person, or group of people through contemptuous, discriminatory, or denigratory words or actions on account of race, ethnicity, socioeconomic status, ability status, gender identity, language, religion, political opinion or any other opinion, sexual orientation, or any other reason.

1.9. Cheating Avoid cheating or hacking

1.10 Team Dynamic Always remember to support your team, communicate positively, and have fun.

1.10. Inappropriate Names Ensure that players taking place in games or tournaments are not using nicknames, team names, skins, or anything else that may be disrespectful.

1.11. Reporting We encourage bystanders, spectators, and those who are competing to immediately report any abuse they witness.

2. Subjection to Consequences

2.1. Warnings Low severity or first time violations may result in a written warning.

2.1.1.1. Parks department can make discretionary discretions on a per case basis

2.1.2. Email For written warnings, an email may be used to notify the guilty party of any misconduct.

2.1.3. Phone Call or In-Person For any consequences related to sections 1.1-1.8 may be subjected to an in-person meeting or phone call

2.2. Suspension Repeated code of conduct violation may result in temporary suspensions at the discretion of the Parks Department

2.3. Permanent/Indefinite Loss of Gaming Privileges A player or team may be subjected to a loss of gaming privileges if their behavior exhibits any of the Code of Conduct policies are broken.

2.4. An individual who violates the code of conduct may be subjected to disciplinary action at the discretion of the parks department up to and including loss of gaming privileges

DRAFT

Signature:_____

Date:_____

DRAFT

Acceptable Uses and Proposed Rental / Lease Options

By using our site, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

Acceptable Uses of Smith Ryerson eSports

- 1) The city of Muskegon will provide games for both PlayStation and Xbox on site for those who rent out the eSports lounge.
 - a. Renters are permitted to bring in outside games. Games brought in must follow the Entertainment Software Rating Board ESRB.
 - b. Games brought in must be rated one of the following:
Early Childhood.....(EC)
Everyone(E)
Everyone 10+.....(E10+)
Teen.....(T)

Games that are not allowed to be played on City owned gaming consoles include Mature, Rating Pending, and Adults only. Failure to abide by these guidelines may result in disciplinary discretion set by the Parks Department.

Restricted Uses of Smith Ryerson eSports

- 1) Accessing illegal sites, downloading or playing Mature, Rating Pending, and Adult Only games, or uninstalling any games without the city's consent will lead to disciplinary action at a later date set by the Parks Department.
- 2) Exposing users/minors to material outside of there are range may result to disciplinary action at a later date set by the Parks Department.

Liability/Responsibility

- 1) By signing the agreement, users agree that they are responsible to return the equipment as they found it and will be charged accordingly for any damages that occur while the renter is in possession of the eSports center as a result of their misuse.

Rental Rates

1. This room may be rented at a fixed hourly rate of \$20/hr.
2. A second option for renters includes a 1:1 ratio. This simply means that the eSports room can be reserved for private use by groups at no cost if they offer to host a community event on a 1:1 ratio and that events which are open to the public at no cost can be rented out at no cost.
3. Example: If you and your group used the room for 3 hours, you would either pay the rental fee of \$60 or host a community event open to the public for the same 3 hours you rented the room for.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/27/21	Title: Sale of the property formerly known as 1251 8 th St
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to execute the purchase agreement to sell the property formerly known as 1251 8 th St (now 13 separate parcels) to West Urban Properties LLC for the development of 13 single-family homes.	
Detailed Summary: The City Commission authorized the City Manager to negotiate a purchase agreement at the March 7, 2018 Commission meeting.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to execute the purchase agreement for the sale of the property formerly known as 1251 8 th St.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") has been made as of April 27, 2021 ("Effective Date"), by the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City") and West Urban Properties LLC ("Dusendang"), of 3265 Walker Avenue Suite D, Grand Rapids, MI 49544, with reference to the following facts:

Background

A. City owns the vacant real property located in the City of Muskegon previously known as 1251 8th St (now split into 13 separate parcels; 619, 625, 631, 637, 643, 649, 655, 661, 667, 673, 679, 685 and 691 W Webster Ave), Muskegon, Michigan 49440, and legally described on **Exhibit A**, together with all improvements, fixtures, easements, hereditaments, and appurtenances associated with the real estate (the "Property").

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

1. **Sale and Purchase of Premises.** City agrees to sell to Dusendang, and Dusendang agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Premises.

2. **Purchase Price; Payment.** The purchase price for the Premises shall be \$5,000 (the "Purchase Price"), payable at Closing (as defined below) in immediately available funds. Dusendang shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to City at Closing in certified funds upon execution and delivery of a quit claim deed.

3. **Construction Dates.** Construction shall commence prior to May 1, 2021 and be completed by May 1, 2023. For purposes of this paragraph, commencing construction means furnishing labor and materials to the Premises and beginning installation of the approved building foundations for the Project depicted in **Exhibit B**. Completing construction means the issuance of an occupancy permit by the City of Muskegon for the approved Project. In the event Dusendang is unable to commence construction by May 1, 2021 or complete construction prior to May 1, 2023, Dusendang shall promptly notify City and the City shall have the option of granting an extension or terminating this Agreement.

4. **City's Option to Purchase or Sell the Premises upon Termination.** Upon the termination of this Agreement pursuant to Section 3, City shall have the option to purchase the Premises, including all improvements thereon. If the Project has been commenced at the time of the exercise of the option, City may, but shall have no obligation to, complete the Project at its own cost and expense or sell it to another party for purposes of completing the Project. With regard to City's purchase of the Premises pursuant to this Section:

a. The purchase price for the Premises, including all improvements thereon, shall be \$35,000 plus the lesser of (i) one half of the actual cost of all construction performed by Dusendang on the Premises, or (ii) one half of the appraised value of the Project, excluding the Premises, as of the date of the termination notice as determined by a qualified appraiser selected by City in its sole discretion.

b. City's option shall be exercisable at any time within 30 days following the date of the termination notice.

c. Within 10 days after City has exercised its option, Dusendang shall deliver to City, at Dusendang's expense, a commitment for issuance of an ALTA owner's policy of title insurance, with standard exceptions, in the amount of the purchase price of the Property showing City as the proposed insured, subject only to use restrictions and utility easements of record, and such liens and encumbrances that will be discharged at closing. If the evidence of title or any survey discloses that marketable title of record is not vested in Dusendang, or if there exists encumbrances on the Premises other than use restrictions and utility easements of record, City may apply any portion of the proceeds payable to Dusendang to curing any such deficiencies or obtaining the release and discharge of such encumbrances. If the encumbrances to title are not curable or dischargeable by the application of proceeds, City may rescind the exercise of its option by written notice to Dusendang.

d. Should City exercise its option, Dusendang shall be responsible for payment of all real estate taxes pertaining to the Premises for which a tax statement has been issued prior to the date of closing, without proration. All tax statements issued subsequent to the date of closing shall be City's responsibility.

e. The closing of the sale following the exercise of City's option shall take place at a reasonable time and location mutually acceptable to Dusendang and City in Muskegon County, Michigan, after the title evidence provided for herein has been approved by City. In no event, however, shall closing be delayed beyond 30 days from the receipt by City of the title evidence provided for herein, unless such delay shall be due to a defect in title that City has granted Dusendang further time to cure.

f. Following the termination of this Agreement, City shall have the right, but not the obligation, to have it or its designee be assigned the rights, and assume the obligations, of Dusendang under contracts in respect of services in connection with the development or construction of the Project.

5. Title Policy and Survey.

a. Within 5 days after the Effective Date, Dusendang 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 Premises in the amount of the Purchase Price and bearing a date later than the Effective Date, along with copies of all of the underlying documents referenced therein (the "Title Commitment"). Dusendang shall cause the Title Company to issue a marked-up commitment or *pro forma* owner's policy with respect to the Premises at the Closing naming Dusendang as the insured and in form and substance satisfactory to Dusendang, but subject to the Permitted Exceptions (defined below). As soon as possible after the Closing, Dusendang shall cause the Title Company to furnish to Dusendang an extended coverage ALTA owner's policy of title insurance with respect to the Premises (the "Title Policy"). Dusendang shall be responsible for the cost of the Title Policy and any endorsements to the Title Policy that Dusendang desires.

b. Dusendang may order at its sole cost an ALTA/ACSM Land Title Survey of the Premises in accordance with the most current ALTA Standards (the "Survey"), certified to Dusendang and to the Title Company.

c. City, at its expense, shall prior to Closing complete the division of the Property

so that the Premises is a separately identified tax parcel.

6. **Title Objections.** Dusendang shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of the City's title to the Premises or matters shown on the Survey. If objection to the title and/or Survey is made, City shall have 7 days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections or (b) notify Dusendang that it will not remedy the objections. If Dusendang does not notify City in writing as to any title or survey objections, then Dusendang will be deemed to have accepted the condition of title and survey as set forth in the Title Commitment and Survey. If City is unwilling or unable to remedy the title and/or survey defect or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Dusendang may, at its option, upon written notice to City, either (i) terminate this Agreement, 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 or the Survey which is waived or not objected to by Dusendang shall be deemed a "Permitted Exception." The foregoing notwithstanding, no mortgage, monetary encumbrance, lien (except the lien of real estate taxes not yet due and payable) or tenancy right shown on the Title Commitment shall be considered a Permitted Exception, and City shall discharge of record all monetary encumbrances, liens, and tenancy rights affecting the Premises at or prior to Closing.

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. Dusendang shall be responsible for the payment of all real estate taxes and assessments that become due and payable after Closing, without proration.

8. **Inspection Period.** At Dusendang's sole option and expense, Dusendang and Dusendang's agents may conduct inspections of the Premises within 30 days after the Effective Date ("Inspection Period"). Dusendang's inspection under this Section may include, by way of example but not limitation, inspections of any existing improvements to the Premises, other systems servicing the Premises, zoning, and the suitability for Dusendang's intended purposes for the Premises. If Dusendang, in Dusendang's sole discretion, is not satisfied with the results of the inspections for any reason, Dusendang shall notify City in writing of Dusendang's dissatisfaction within 3 business days after the expiration of the 30-day Inspection Period. If Dusendang so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Dusendang within the stated period, this inspection contingency shall be deemed to be waived by Dusendang and the parties shall proceed to closing in accordance with the terms of this Agreement.

9. **Condition of Premises.** Dusendang understands and agrees that the Premises are taken "**AS IS**" subject only to the representations and warranties set forth in this Agreement. Dusendang represents that by closing on the purchase of the Premises, Dusendang will be purchasing the Premises as a result of its inspection and investigation of the Premises and that Dusendang is satisfied with the condition of the land and improvements thereon. Dusendang further represents and warrants that it is not purchasing the Premises based on any representations made by or on behalf of City except as specifically set forth in this Agreement. No implied warranties of habitability, quality, condition, fitness for a particular purpose, or any other implied warranties shall operate between City and Dusendang, and Dusendang expressly waives any and all such implied warranties.

10. **City's Representations and Warranties.**

a. **Authority.** City is a Michigan municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Michigan.

b. **Litigation.** There is no litigation or proceeding either pending or, to the best of City's knowledge without independent inquiry, threatened against or relating to the Premises in any judicial, quasi-judicial or administrative forum.

c. **Violations.** To the best of City's knowledge without independent inquiry, except as disclosed in writing to, and accepted by Dusendang, there are, and shall be, no uncured violations including, without limitation, environmental violations, of any laws, ordinances, orders, regulations, rules, or requirements of any governmental authority, affecting the Premises or any part thereof.

d. **Environmental.** To the best of City's knowledge without independent inquiry, no toxic or hazardous substance or waste as defined in any federal, state or local environmental law, ordinance, rule or regulation have been used, stored, generated, recycled, treated, released, spilled, discharged or otherwise disposed of on, in, under, or otherwise affecting the Premises. To the best of City's knowledge without independent inquiry, City has not received any notice from any applicable governmental entity of the potential or actual existence of any hazardous substance on, in, under, adjacent to, or otherwise affecting the Premises.

e. **No Violation of Law.** The performance of this Agreement by City will not be in violation of any laws, statutes, local ordinances, state or federal regulations, court or administrative order, or ruling, nor is the performance of this Agreement in violation of any loan document's conditions or restrictions in effect for financing, whether secured or unsecured.

11. **Dusendang's Representations and Warranties.**

a. **Authority.** Dusendang is a limited liability corporation. Dusendang has the power and authority to enter into and perform Dusendang's obligations under this Agreement.

b. **Litigation.** No judgment is outstanding against Dusendang 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 Dusendang, 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 Dusendang or any of Dusendang's assets or properties, is now or on the Closing Date will be pending or, to the knowledge of Dusendang, threatened.

d. **Sufficient Funds.** Dusendang will have sufficient funds to pay the Purchase Price at Closing.

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

- a. **Representations and Warranties True at the Closing.** The representations, covenants, and warranties of City contained in this Agreement shall be true in all material respects at the time of the Closing.
- b. **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.
- c. **Lot Division.** City has completed the division of the Property so that the Premises are a separate tax parcels.
- d. **City Commission Approval.** This Agreement is approved by the Muskegon City Commission.

13. **Default.**

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

14. **Closing.**

- a. **Date of Closing.** Unless the parties otherwise mutually agree, the Closing shall be held no later than 10 days after Dusendang provides written notification to City that all of the requirements set forth in Section 12 have been fulfilled to the full satisfaction of Dusendang, but no later than July 27, 2021, unless this Agreement is terminated in accordance with its provisions ("Closing").
- b. **Costs.** The costs associated with this Agreement and the Closing shall be paid as follows: (i) City shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's policy of title insurance, provided that Dusendang shall pay for endorsements to the Title Policy which Dusendang 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) Dusendang shall pay for the cost of recording the deed; and (v) City and Dusendang shall pay equally any Closing fees charged by the Title Company.

c. **Deliveries.** At Closing, City shall deliver a quit claim deed for the Premises and Dusendang shall pay the balance of the purchase price. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

15. **Real Estate Commission.** Dusendang 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 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.: Frank Peterson, City Manager
933 Terrace Street
Muskegon, MI 49440

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

To Dusendang: Dave Dusendang

Email: dave@westurbanproperties.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.

CITY:

DUSENDANG:

CITY OF MUSKEGON

By: _____
Name: Stephen J Gawron
Title: Mayor
Dated: _____, 2021

By: _____
Name: Dave Dusendang
Title: _____
Dated: _____, 2021

By: _____
Name: Ann Marie Meisch
Title: City Clerk
Dated: _____, 2021

Exhibit A

Legal Description

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

PARCEL DESCRIPTIONS:

PARCEL 1 619 Webster Ave
The Northeast 38.5 feet of Lot 1 of Block 340, City of Muskegon, 1903 Revised Plat, part of Section 19, T10N, R16W, City of Muskegon, Muskegon County, Michigan; EXCEPT the Southeast 40 feet thereof.

PARCEL 2 625 Webster Ave
The Southwest 29 feet of the Northeast 67.5 feet of Lots 1 and 2 of Block 340, City of Muskegon, 1903 Revised Plat, part of Section 19, T10N, R16W, City of Muskegon, Muskegon County, Michigan; EXCEPT the Southeast 40 feet thereof.

PARCEL 3 631 Webster Ave
The Southwest 29 feet of the Northeast 96.5 feet of Lots 1 and 2 of Block 340, City of Muskegon, 1903 Revised Plat, part of Section 19, T10N, R16W, City of Muskegon, Muskegon County, Michigan. ALSO the Northeast 1.5 feet of the Southwest 40 feet of said Lot 2.

PARCEL 4 637 Webster Ave
The Southwest 29 feet of the Northeast 125.5 feet of Lots 1 and 2 of Block 340, City of Muskegon, 1903 Revised Plat, part of Section 19, T10N, R16W, City of Muskegon, Muskegon County, Michigan.

PARCEL 5 643 Webster Ave
The Southwest 29 feet of the Northeast 154.5 feet of Lots 1, 2, and 3 of Block 340, City of Muskegon, 1903 Revised Plat, part of Section 19, T10N, R16W, City of Muskegon, Muskegon County, Michigan.

PARCEL 6 649 Webster Ave
The Southwest 29 feet of the Northeast 183.5 feet of Lots 1, 2, and 3 of Block 340, City of Muskegon, 1903 Revised Plat, part of Section 19, T10N, R16W, City of Muskegon, Muskegon County, Michigan.

PARCEL 7 655 Webster Ave
The Southwest 29 feet of the Northeast 212.5 feet of Lots 1, 2, 3, and 4 of Block 340, City of Muskegon, 1903 Revised Plat, part of Section 19, T10N, R16W, City of Muskegon, Muskegon County, Michigan.

PARCEL 8 661 Webster Ave
The Southwest 29 feet of the Northeast 241.5 feet of Lots 1, 2, 3 and 4 of Block 340, City of Muskegon, 1903 Revised Plat, part of Section 19, T10N, R16W, City of Muskegon, Muskegon County, Michigan.

PARCEL 9 667 Webster Ave
The Southwest 29 feet of the Northeast 270.5 feet of Lots 1, 2, 3, 4 and 5 of Block 340, City of Muskegon, 1903 Revised Plat, part of Section 19, T10N, R16W, City of Muskegon, Muskegon County, Michigan.

PARCEL 10 673 Webster Ave
The Southwest 29 feet of the Northeast 299.5 feet of Lots 1, 2, 3, 4 and 5 of Block 340, City of Muskegon, 1903 Revised Plat, part of Section 19, T10N, R16W, City of Muskegon, Muskegon County, Michigan.

PARCEL 11 679 Webster Ave
The Southwest 29 feet of the Northeast 328.5 feet of Lots 1, 2, 3, 4, and 5 of Block 340, City of Muskegon, 1903 Revised Plat, part of Section 19, T10N, R16W, City of Muskegon, Muskegon County, Michigan.

PARCEL 12 685 Webster Ave
The Southwest 29 feet of the Northeast 357.5 feet of Lots 1, 2, 3, 4, 5 and 6 of Block 340, City of Muskegon, 1903 Revised Plat, part of Section 19, T10N, R16W, City of Muskegon, Muskegon County.

PARCEL 13 691 Webster Ave
Lots 1, 2, 3, 4, 5 and 6 of Block 340, City of Muskegon, 1903 Revised Plat, part of Section 19, T10N, R16W, City of Muskegon, Muskegon County. EXCEPT the Northeast 357.5 feet of said Lots.

Exhibit B

The Project



WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 27, 2021	Title: Exemption of New Personal Property – MH Solar LLC
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Pursuant to Public Act 328 of 1998, as amended, MH Solar LLC, has requested an exemption of new personal property for the equipment to be installed as part of the solar project at the arena.	
Detailed Summary: The City will forgo 100% of the personal property taxes on the equipment installed at the arena for the length of the abatement. Staff recommends an abatement length of 25 years.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request for an exemption of new personal property pursuant to Public Act 328 of 1998.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING APPLICATION FOR EXEMPTION OF NEW PERSONAL PROPERTY UNDER PA
328 OF 1998

MH Solar LLC at 470 W Western Ave

WHEREAS, the City Commission of the City of Muskegon established a Downtown Development Authority as required under PA 328 of 1998 after a public hearing held on December 27, 1988; and

WHEREAS, the applicant MH Solar LLC meets the definition of an “Eligible Business” as defined by PA 328 of 1998 and is engaged primarily in solar at the location of 470 W Western Ave, Muskegon, MI; and

WHEREAS, the new personal property was not placed in the facility within the qualified district prior to approval of the exemption by the City Commission of the City of Muskegon; and

WHEREAS, the applicant MF Solar LLC is not delinquent on any taxes related to the facility, including taxes owed on existing personal property; and

WHEREAS, the exemption of new personal property for MF Solar shall have the effect of increased employment for the City of Muskegon.

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

Be and hereby is granted a New Personal Property Exemption for personal property, placed in the facility after this resolution, located in the Downtown Development Authority at 470 W Western Ave, Muskegon, MI for a period of 25 years, beginning December 31, 2021), and ending December 30, 2045, pursuant to the provisions of PA 328 of 1998, as amended.

Adopted this 27th Day of April 2021.

Ayes:

Nays:

Absent:

BY: _____
Stephen J. Gawron
Mayor

ATTEST: _____
Ann Meisch
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on April 27, 2021.

Ann Marie Becker
Clerk

NEW PERSONAL PROPERTY EXEMPTION AGREEMENT

Per P.A. 328 of 1998
MCL 211.9f

NEW PERSONAL PROPERTY EXEMPTION LETTER OF AGREEMENT:

This agreement between MH Solar LLC and the City of Muskegon is for the purpose of fulfilling the requirements of P.A. 328 of 1998 (MCL 211.9f). In consideration of approval of this exemption, MH Solar LLC understands that through its investment of new personal property, and the City of Muskegon, by its granting of the exemption, are mutually investing in and benefiting from this economic development project, and, furthermore, agree to the following:

- I. The exemption subject to this agreement, and granted under MCL 211.9f, is revoked if MH Solar LLC is determined to be in violation of the provisions of this agreement.
- II. MH Solar may be required to repay all or part of the personal property taxes exempted under MCL 211.9f if MH Solar LLC is determined to be in violation of the provisions of this agreement.
- III. The exemption subject to this agreement, and granted under MCL 211.9f, is revoked if the eligible business is determined to be in violation of the provisions concerning the exemption set forth in the resolution adopted by the City of Muskegon.
- IV. The exemption subject to this agreement, and granted under MCL 211.9f, is revoked if continuance of the exemption would be contrary to any of the requirements of MCL 211.9f, including, but not limited to, the requirement that the eligible business be an eligible business or an acquiring eligible business under MCL 211.9f.

This agreement is assignable and transferable by either party with advance written consent. The agreement may only be altered upon mutual consent of both parties.

Company Official

Date

Local Unit of Government

Date

NEW PERSONAL PROPERTY EXEMPTION AGREEMENT

Per P.A. 328 of 1998

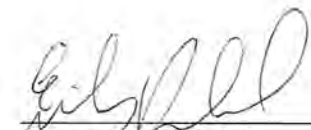
MCL 211.9f

NEW PERSONAL PROPERTY EXEMPTION LETTER OF AGREEMENT:

This agreement between MH Solar LLC and the City of Muskegon is for the purpose of fulfilling the requirements of P.A. 328 of 1998 (MCL 211.9f). In consideration of approval of this exemption, MH Solar LLC understands that through its investment of new personal property, and the City of Muskegon, by its granting of the exemption, are mutually investing in and benefiting from this economic development project, and, furthermore, agree to the following:

- I. The exemption subject to this agreement, and granted under MCL 211.9f, is revoked if MH Solar LLC is determined to be in violation of the provisions of this agreement.
- II. MH Solar may be required to repay all or part of the personal property taxes exempted under MCL 211.9f if MH Solar LLC is determined to be in violation of the provisions of this agreement.
- III. The exemption subject to this agreement, and granted under MCL 211.9f, is revoked if the eligible business is determined to be in violation of the provisions concerning the exemption set forth in the resolution adopted by the City of Muskegon.
- IV. The exemption subject to this agreement, and granted under MCL 211.9f, is revoked if continuance of the exemption would be contrary to any of the requirements of MCL 211.9f, including, but not limited to, the requirement that the eligible business be an eligible business or an acquiring eligible business under MCL 211.9f.

This agreement is assignable and transferable by either party with advance written consent. The agreement may only be altered upon mutual consent of both parties.



Company Official

4/21/21
Date

Local Unit of Government

Date

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/27/21 (tabled on 4/13/2021)	Title: Lot sales Hudson/Dowd
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to sell the properties at 2172 Dowd St, 2182 Dowd St, 2169 Hudson St and 2171 Hudson St to Urban Ventures of West Michigan, LLC for the construction of eight (8) duplexes.	
Detailed Summary: Agreement breakdown: The Buyer will be responsible for the removal of the tower, fence, etc. that is located at 2172 Dowd St. The Buyer is to pay \$24,000 toward sewer hookup fees. The Buyer is offered a One Hundred Percent (100%) reduction on the costs associated with water hookups. The Buyer may be reimbursed for costs associated with site improvements necessary to develop the properties, not to exceed \$24,000. These costs may include things such as surveys, environmental work, tower/shed/fence/planting removal, etc. The Buyer will be reimbursed One Hundred Percent (100%) of the purchase price upon complete development of the properties. The Buyer will be reimbursed \$2,868.75 each time a duplex receives a Certificate of Occupancy.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to sell the properties at 2172 Dowd St, 2182 Dowd St, 2169 Hudson St and 2171 Hudson St to Urban Ventures of West Michigan, LLC	
Check if the following Departments need to approve the item first: Police Dept. ☐	

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made April 27, 2021, by and between the **CITY OF MUSKEGON**, a Municipal Corporation, of 933 Terrace St., Muskegon, Michigan 49440 ("Seller"), and **URBAN VENTURES OF WEST MICHIGAN LLC**, a Michigan Limited Liability Company, of 875 Oak Ridge Rd., Muskegon, MI 49441 ("Buyer").

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, marketable record title of real estate, and all improvements thereon, with all beneficial easements, and with all of Seller's right, title and interest in all adjoining public ways, the real property located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

- 1) 2172 Dowd St. Parcel # 61-24-365-000-0001-00:
CITY OF MUSKEGON SEC 36 T10N R16W GLEN VIEW RESUB THE WEST 1/2 OF NORTH 107.07 FEET OF LOT 1 GLEN VIEW.
- 2) 2184 Dowd St. Parcel # 61-24-365-000-0001-20:
CITY OF MUSKEGON SEC 36 T10N R16W GLEN VIEW RESUB THE WEST 1/2 OF SOUTH 87.07 FEET OF LOT 1 GLEN VIEW.
- 3) 2169 Hudson St. Parcel # 61-24-365-000-0001-10:
CITY OF MUSKEGON SEC 36 T10N R16W GLEN VIEW RESUB THE EAST 1/2 OF NORTH 107.07 FEET OF LOT 1 GLEN VIEW.
- 4) 2171 Hudson St. Parcel # 61-24-365-000-0001-30:
CITY OF MUSKEGON SEC 36 T10N R16W GLEN VIEW RESUB THE EAST 1/2 OF SOUTH 87.07 FEET OF LOT 1 OF GLEN VIEW.

Subject to the reservations, restrictions, and easements of record, provided said reservations, restrictions and easements of record are acceptable to Buyer upon disclosure and review of the same, and subject to any governmental inspections required by law.

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Twenty-Two Thousand Nine Hundred Fifty no/100 Dollars (\$22,950.00), payable in cash or wire transfer to Transnation Title Insurance Company.

3. **Taxes and Assessments.** All taxes and assessments that are due and payable at the time of Closing shall be paid by Seller prior to or at Closing. All taxes and special assessments that become due and payable after Closing shall be the responsibility of Buyer.

4. **Title Insurance.** Seller agrees to deliver to the Buyer, ten (10) days prior to closing, a commitment for title insurance, issued by Transnation Title Insurance Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record

disclosed by said title commitment is, in the sole discretion of Buyer, deemed unreasonable, Seller shall have forty-five (45) days from the date Seller is notified in writing of such unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale as herein provided, within ten (10) days of written notification thereof. If Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at Buyer's option. The premium for the owner's title policy shall be paid by Seller.

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct eight (8) duplexes on the premises herein conveyed within two (2) years after the date of closing. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. "Complete construction" means: (1) issuance of all residential building permits by the City of Muskegon; and, (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the residential development described in the said building permits. In the event of reversion of title of the above-described premises, improvements made thereon shall become the property of Grantor, without any compensation or credit to the Buyer. These covenants and conditions shall run with the land.

The Buyer will be responsible for the removal of the tower, fence, etc. that is located at 2172 Dowd St.

Due to the development of eight (8) duplexes; the Buyer is to pay \$24,000 toward sewer hookup fees. The Buyer is offered a One Hundred Percent (100%) reduction on the costs associated with water hookups.

The Buyer may be reimbursed for costs associated with site improvements necessary to develop the properties, not to exceed \$24,000.

The Buyer will be reimbursed One Hundred Percent (100%) of the purchase price upon complete development of the properties. The Buyer will be reimbursed \$2,868.75 each time a duplex receives a Certificate of Occupancy.

6. **Survey.** Buyer at its own expense may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises for that purpose prior to Closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Premises and improvements thereon without regard to any representations that may have been made by Seller or any other person. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure, or tendering Buyer's deposit in full

termination of this Purchase Agreement and paying the cost of such survey. Buyer may elect to purchase the Premises subject to said encroachment or variation.

7. **Condition of Premises and Examination by Buyer.** NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER FURTHER SAYS THAT HE HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER. SELLER KNOWS OF NO HAZARDOUS SUBSTANCES OR CONTAMINATION, AND BUYER WAIVES ANY CLAIM AGAINST SELLER IN THE EVENT SUCH SUBSTANCES ARE FOUND.

8. **Closing.** The closing date of this sale shall be held 90 days from City Commission approval of the sale, more specifically on or before July 13, 2021 ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Rd. Ste 102, Muskegon, Michigan 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

9. **Delivery of Deed.** Seller shall execute and deliver a quit claim deed to Buyer at Closing for the Premises.

10. **Affidavit of Title.** At the Closing, Seller shall deliver to Buyer an executed Affidavit of Title.

11. **Date of Possession.** Possession of Premises is to be delivered to Buyer by Seller on the date of Closing.

12. **Costs.** Seller shall be responsible to pay the Michigan transfer tax, if any, in the amount required by law. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement.

Buyer shall pay for the cost of recording the deed to be delivered at Closing.

Seller and Buyer shall split the closing costs.

13. **General Provisions.**

a. **Paragraph Headings.** The paragraph headings are inserted in this Agreement only for convenience.

b. **Pronouns.** When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

c. **Merger.** It is understood and agreed that all understandings and agreements previously made between Buyer and Seller are merged into this Agreement, which alone fully and completely expresses the agreement of the parties.

d. **Governing Law.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Michigan.

e. **Successors.** All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns.

f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

g. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale.

h. **Modification of the Agreement.** This Agreement shall not be amended except by a writing signed by Seller and Buyer.

The parties have executed this Real Estate Purchase Agreement the day and year first above written.

WITNESSES:

SELLER: CITY OF MUSKEGON

By _____
Stephen Gawron, Its Mayor

By _____
Ann Marie Meisch, MMC, Its Clerk

BUYER:

By _____
Stephen Benedict, Its Member

By _____
Thomas A Serio, Its Member

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 27, 2021	Title: Parking Revenue – Park Upgrades
Submitted By: Mayor Gawron	Department: Mayor's Office
Brief Summary: Mayor Gawron is asking that the City Commission consider redirecting the beach parking revenue away from the proposal for expanded parking lot at Pere Marquette Park.	
Detailed Summary: The City Commission previously approved \$798,070.71 to improve parking and pedestrian access to Pere Marquette Park. Additionally, staff solicited a change order from the contractor to upgrade the proposed asphalt walking/biking path to concrete to address citizen concern about hot asphalt; that change order would have increased the project budget to approximately \$1 Million. After hearing significant community concern about the improvements and resulting complications in adding this work to the County Contract the Mayor has conferred with staff to recommend that the project would be a better fit in a subsequent funding cycle as a standalone city project. In the meantime, to ensure that the parking receipts are expended as originally intended, we are recommending that the original planned investment of \$1M be redirected and deployed during 2021 to other parks within the City. In 2019, staff presented a citywide plan to invest in 15+ parks, including both Beukema Park and Reese Playfield. To that end, we request that the Commission authorize staff to develop a proposal for \$900,000 worth of improvements to Reese and Beukema Parks during the 20-21 and 21-22 Fiscal Years utilizing the Beach Parking revenue proceeds. I further requesting that the Commission authorize staff to develop a proposal to expend approximately \$100,000 to convert the original project scope at PM Park into a standalone project and proceed with obtaining community input as well as the necessary permits; to contract with Consumers Energy to complete utility relocations at the park for improved site lines; and to complete the previously identified tree plantings at PM Park to allow for the trees to become established and be more substantial by the time the project is pursued at a later date. Staff has confirmed that they can be prepared to present a preliminary proposal for Reese and Beukema at the May work session, an updated proposal for other items would likely be ready for the June work session.	
Amount Requested: \$1,000,000	Amount Budgeted: \$0
Fund(s) or Account(s): 101-92106	Fund(s) or Account(s): 101-92106
Recommended Motion: Rescind the prior approval of Bulletin #3 pricing on the Beach Street project in partnership with Muskegon County and direct staff to develop a proposal for \$900,000 of improvements at	

Beukema Park and Reese Playfield and \$100,000 to develop a proposal for advancement of the improvements at Pere Marquette Park as a standalone City project.

Check if the following Departments need to approve the item first:

Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐

For City Clerk Use Only:

Commission Action:

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 27, 2021	Title: Special Event Fee Waiver-Americorp Senior Volunteers Recognition Event
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: Catholic Charities West Michigan/Americorp is seeking a Special Event Fee Waiver for their volunteer recognition event on June 4, 2021.	
Detailed Summary: Americorp wants to recognize their volunteers with a small event at Hackley Park. They want to reserve Hackley Park and all of the picnic tables in the park for their event. They are asking their City fees be waived for 2021. Based on the needs of their event, their fees will total \$600 (\$500 Hackley Park use fee and \$100 application fee).	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approve/approve in part/deny the request from Catholic Charities West Michigan/Americorp to waive the \$600 in special event fees for the Senior Volunteers Recognition event in 2021.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WATCH US GO

**CITY OF MUSKEGON
SPECIAL EVENT
FEE WAIVER
APPLICATION**

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

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

ORGANIZATION'S INFORMATION

EVENT TITLE: Americorp Senior Volunteers Recognition Event

Applicant Name: Season Chan

Organization Name: Catholic Charities West Michigan/Americorp

Non-Profit I.D. or Tax Exempt #: 38-3012473

Address: 1095 3rd St. #125
Muskegon City

MI State

49441 Zip

Phone: ()

Cell: (231) 288-2204

Email Address: Season.ashley@yahoo.com

Fax: (231) 724-2917

EVENT INFORMATION

Event Type (please select all that apply):

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

☐ Tournament Type: _____

☐ Pass-Through

☐ Fundraiser Benefitting: _____

☒ Other Recognition Event

Event Location: Hackley Park

Why are you requesting to waive the Special Event Fee?

Americorp has limited funding therefore providing recognition events for our volunteers is restricted on what we can offer. Having a reserved area at Hackley Park would be beneficial for this event but the funds are not necessarily there to use to pay for the reservation.

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

~~Catholic~~ Catholic Charities has limited funding to provide special events for our invaluable volunteers which is something they highly deserve.

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

Americorp volunteers go into our schools and help out in groups or one on one with exceptional needs students and coordinate with the teachers on which students would benefit from this. Other volunteers assist with senior citizens that are of physical/premotional issues and help one on one with them. This makes for a more united and healthier community.

CRITERIA CONSIDERED

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

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

Season Chan
Event Representative (signature)

4/14/21
Date



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 4/27/2021	Title: Community enCompass Development Agreement Amendment
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: The lot at 1259 Sanford has been removed from the agreement, and an alternative city owned lot will take its place to be determined by city staff.	
Detailed Summary: The Muskegon County Land Bank elected to not execute the purchase agreement for 1259 Sanford that was previously approved. The prices for materials and the homes keeps increasing on the manufacturer side and we need to execute the development agreement soon, so staff is recommending that the agreement be amended with language to add a third city owned lot that will be determined during project implementation. The city has many lots still available in the McGlaughlin and Jackson Hill neighborhoods that would suit the single family housing design, but we have not cleared title on a specific one to add to this agreement as of yet. Approving the development agreement amendment and giving staff latitude will help ensure that we complete these affordable homes in this building season, deliver the most units possible within the budget, and also keep the project on track financially by allowing us to move forward with the unit purchases before we are exposed to further material price increases.	
Amount Requested: \$0	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Motion to approve the amended development agreement as presented.	
For City Clerk Use Only: Commission Action:	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

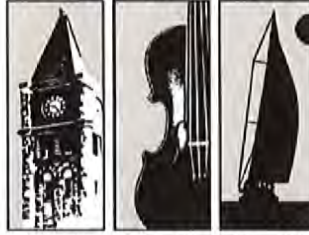
SafeBuilt
(Inspections)
(231)724-6715
FAX (231)728-4371

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

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

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

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

April 20, 2021

Honorable Mayor Stephen J. Gawron
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Honorable Mayor,

I am writing to disclose a conflict of interest with regard to projects and partnerships between the City of Muskegon and Community EnCompass. As an employee of Community EnCompass, I benefit from funds that are made available by the city to CenC and its programs.

The city benefits from its partnership with CenC by gaining residents who pay property and income taxes and purchase city utilities. CenC's work to improve affordable housing options also benefits the city by activating neighborhoods and attracting residents who spend money in the city's commercial districts.

Sincerely,

Michael Ramsey
Muskegon City Commissioner, Ward 3

RESIDENTIAL CONSTRUCTION AGREEMENT

This Agreement is effective on _____, 2020 ("Effective Date") between Community encompass, of 19 Hartford Ave, Muskegon, MI 49442_ ("Builder") and THE CITY OF MUSKEGON of 933 Terrace Street, Muskegon, MI 49440 ("Owner") with reference to the following facts:

Background

Builder and Owner (individually, a "Party" or collectively, "Parties") agree that Builder shall construct three (3) single family residences (the "Residences") for Owner on the terms and conditions set forth in this Agreement and in the general conditions attached as **Exhibit A** ("General Conditions").

The parties agree as follows:

1. **Building Site.** Owner owns the building site located on the real estate located at 180 Houston Street, 1141 Jefferson Street, and ~~1259 Sanford Street~~ **a residential lot to be determined by Owner**, and legally described on **Exhibit B** (the "Property"). Owner has agreed to hire Builder to build the Residences on the Property.
2. **The Residences.** Builder shall build the Residence in accordance with the plans and specifications attached as **Exhibit C** (the "Plans").
3. **Price.** The price for constructing the Residences shall be Five Hundred-Seventy Thousand Dollars (\$570,000) ("Price").
4. **Estimated Completion Date.** Builder shall commence construction of the Residence within 30 days from the Effective Date ("Commencement Date"). Builder shall complete the Residence within 20 weeks of the Commencement Date ("Completion Date").
5. **General Conditions.** Owner and Builder agree to all of the General Conditions attached to this Agreement as Exhibit A.

Builder – _____

By: _____
Name: _____
Title: _____
Date: _____

Owner – THE CITY OF MUSKEGON

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

GENERAL CONDITIONS

1. **Payment of the Price.** The Price shall be paid in accordance with the following schedule (“Payment Schedule”):

- a. Foundation installed..... 20% of the Price
- b. Mechanicals installed..... 40% of the Price
- c. Certificate of Occupancy..... 30% of the Price
- d. Completion of Punch List Items..... 10% of the Price

2. **Costs Included in Price.** Unless excluded by Section 3 or adjusted as set forth in Sections 4 or 5, the Price is fixed and includes all cost of labor and materials purchased, including all sales taxes incurred by Builder, for complete construction of the Residence. Price is not based on allowances or estimates of costs for items to be added to the Residence. The Price includes:

- a. A security system;
- b. A driveway
- c. Curb cut (Builder may use existing curb cut unless damaged);
- d. Sod/seed over the entire front, back and side yards;
- e. A street tree;
- f. A small landscape package along each side of the Residence with street frontage;
- g. Edging and mulch;

3. **Costs Excluded From Price.** Owner shall be responsible for each of the following items and the cost of each item shall be excluded from the Price and the sole responsibility of Owner:

- a. Lot Lines. Prior to the Commencement Date Owner shall own the Property with new lot lines established as depicted on the Site Plan.
- b. Site Preparation. Prior to the Commencement Date, Owner will prepare the Property for construction of the Residence, including the removal of the following:
 - i. existing fences;
 - ii. community garden;
 - iii. existing sidewalks; and,
 - iv. debris.
- c. Water and Sewer Leads. Owner will provide water and sewer leads to the Residence.
- d. Permit and Connection Fees. Owner shall be responsible for any municipal permits, connection fees, tap fees or assessments, including sewer and water connection fees.
- e. Site Variance. Any abnormal site conditions discovered during excavation will be communicated to Owner along with an estimated cost to proceed with construction. Examples include such items as buried debris, bad soils, or rear yard drainage constraints. Any additional site work required will be corrected by Owner unless Owner authorizes Builder to correct any site variance issues in writing and the appropriate Change Order is fully executed.

f. Damaged Curb Cuts. Any damaged curb cuts will either be approved for use or removed by Owner.

g. Irrigation. Irrigation can be added for \$3,000, provided the appropriate Change Order is fully executed.

h. Future Security System Service Fees. Ongoing monitoring service fees will be the responsibility of Owner or subsequent owner.

4. **Modifications/Extras.** No modifications to the Plans ("Modifications") or requests for additional construction ("Extras"), the cost of which exceed \$200, shall be binding upon either party, unless the Modifications or Extras are set forth on a written Change Order that is signed by Builder and Owner in substantially the form as attached Exhibit E ("Change Order"). The Change Order must provide a detailed description of the Modifications or Extras and the cost or credit to be charged. In those instances where a Change Order increases or decreases the Price by more than \$200 ("Adjusted Price"), the Adjusted Price shall be paid according to the remaining portion of the Payment Schedule.

5. **Minor Modifications.** Builder and Owner may from time to time agree on minor modifications, the cost for which is less than \$200 ("Minor Modifications"). Minor Modifications may only be made by agreement between Builder and Owner, provided such agreement need not be in writing. The cost or credit for Minor Modifications shall be added to or credited against the Price and paid according to the remaining portion of the Payment Schedule.

6. **Payments, Sworn Statement and Lien Waivers.** Payments required by the Payment Schedule shall be made within 10 days of Builder's invoice by Owner to Transnation Title Insurance Company of 570 Seminole, Muskegon, Michigan 49441 (the "Title Company"). Builder will deliver to the Title Company a sworn statement showing all amounts due for labor and materials furnished in connection with construction of the Residence or other improvements to the Property through the date of Builder's invoice together with waivers of lien showing all amounts from any previous draw have been paid in full. The Title Company shall pay Builder per the Payment Schedule within 2 business days of approval by the Title Company of the last sworn statement provided proper partial unconditional waivers of lien from Builder and for each supplier and sub-contractor to whom payment has been made are received and approved by the Title Company.

7. **Possession.** Owner shall be entitled to possession of the Residence upon payment of the Price in full.

8. **Extension of Dates.** Any date may be extended by agreement of the Builder and Owner and the Commencement Date and the Completion Date may be extended as a result of circumstances beyond the control of Builder, including, but not limited to, delays caused by suppliers or subcontractors, delays for utility hook-ups, Acts of God, labor disputes, governmental inspections, regulations, or permit processes, material back orders, Owner's requests for Change Orders, fire, injury or disability to Builder, or weather.

9. **Builder's Warranties.** Builder shall complete the Residence and all improvements on the Property timely and in a first class manner. All building materials used in the construction of the Residence shall be new. Builder guarantees its workmanship for a period of 12 months from the date of sale or lease of the Residence to a party other than Owner or 24 months from the date of the Certificate of Occupancy, whichever first occurs ("Warranty Period"). This warranty is fully transferable by Owner and may be assigned to a 3rd party. Within the Warranty Period, Builder may replace, at its option, any materials incorporated into the Residence which are defective. To make a claim under this warranty, Owner or its successor must give Builder written notice of any such defect

in the workmanship and/or materials promptly upon discovery and not later than expiration of the Warranty Period. This warranty does not apply to workmanship or materials requiring repair or replacement because of normal wear and tear, natural settling or mold. Builder shall turn over and transfer to Owner all manufacturers' warranties that are delivered directly to Builder by the manufacturer at the time of final payment by Owner. In addition to this warranty between Builder and Owner and successors of Owner, Builder shall also provide to Owner and successors of Owner at no cost to Owner the Ten Year Warranty for New Homes provided by Residential Warranty Company, LLC attached as Exhibit F ("Long Term Warranty"). Nothing in the Long Term Warranty shall limit the scope of the warranties provided by Builder to Owner or its successors.

10. Owner's Warranties. Owner covenants and warrants that Owner owns the Property in fee simple, free and clear of all liens, except for those encumbrances specifically set forth on Exhibit G. Owner shall provide evidence satisfactory to Builder, such as a commitment for title insurance issued by the Title Company, which indicates such ownership. Owner shall locate the exact location of the Residence on the Property. All corners of the Property and the Residence shall be clearly marked with surveyor stakes. Owner covenants and agrees that such location is in compliance with all applicable federal, state, and local rules and regulations, including, but not limited to, building restrictions, set-back requirements and zoning ordinances.

11. License. Builder is a residential builder and a residential maintenance and alteration contractor and is required to be licensed under article 24 of Act 299 of the Public Acts of 1980, as amended, being sections 339.2401 to 399.2412 of the Michigan Compiled Laws. An electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. A Plumber is required to be licensed under Act No. 266 of the Public Acts of 1929, as amended, being sections 338.901 to 338.917 of the Michigan Compiled Laws. Builder is licensed by the State of Michigan as a licensed Michigan Contractor and maintains its license in good standing. Builder's License number is **2101131848** respectively.

12. Laws, Ordinances and Regulations. In connection with the construction of the Residence, Builder shall meet and comply with all applicable laws, ordinances, and regulations.

13. Notice of Commencement. Owner shall deliver a Notice of Commencement in accordance with the Michigan Construction Lien Act within ten days of the Effective Date.

14. Risk of Loss. Until a Certificate of Occupancy is issued for the Residence the risk of loss for the Residence lies solely with Builder. Provided, Owner shall be solely responsible for building materials on Property and Owner shall reimburse Builder for the cost of building materials vandalized or stolen from the Property.

15. Insurance. Builder shall procure and maintain an "all risk" insurance policy and shall name Owner as an additional named insured. Builder shall maintain a policy of builder's insurance fully insuring the Residence from the date construction commences until the date of substantial completion. Owner may also maintain a policy of insurance on their interest in the Residence. Builder shall also carry public liability insurance with coverage limits not less than \$1,000,000 single-limit coverage and worker's compensation insurance in an amount not less than the statutory minimum. Such policies shall name Owner as an additional named insured. Builder shall provide Owner with evidence of such insurance upon request. Owner and Builder waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph.

16. Diligent Pursuit. Builder shall diligently pursue its obligations under this Agreement.

17. **Default.** If either Party believes that the other Party has failed to comply with this Agreement (“Default”), the non-defaulting Party shall provide the Defaulting Party not less than 10 days written notice of such non-compliance, a list of the non-defaulting Party’s specific complaints, and a reasonable time within which the defaulting Party shall cure the Default (“Default Notice”). If the defaulting Party fails to cure the Default within the period of time specified in the Default Notice, the non-defaulting Party may pursue any and all remedies available, including specific performance in that there may not be an adequate remedy at law. In addition, Owner may replace Builder with another party to complete construction and may deduct from the Price any amount paid by Owner to such third party to complete construction in accordance with the Plans. In the event either Party takes any action to enforce this Agreement, the prevailing Party shall reimburse the other Party for all expenses incurred by the prevailing Party, including attorney fees.

18. **Cross Default.** Contemporaneously with the execution of this Agreement, Owner and Builder are entering into ____ similar agreements for the construction of homes similar to the Residence on each of the ____ lots depicted on the Site Plan (“Other Agreements”). Owner and Builder agree that a default of this Agreement or any of the Other Agreements shall constitute a default of all Other Agreements and this Agreement.

19. **Dispute Resolution.** Any claim or demand of either party arising out of this Agreement, including without limitation, claims of fraud, misrepresentation, warranty or negligence and that exceeds \$5,500 in value shall be submitted to binding arbitration. The parties shall attempt to agree on a mutually agreeable independent arbitrator. If the parties are unable to mutually agree on an arbitrator, and arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, Home Construction Arbitration Rules and Mediation Procedures. A Circuit Court judgment may render judgment upon the award made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Michigan Arbitration Act, MCL 600.5001 et seq. The cost of such arbitration shall be divided equally between both parties. Neither Party shall be required to submit to arbitration any claim or demand of a value less than \$5,500.

20. **Miscellaneous.**

a. Authority to Bind Owner. No approval, agreement or consent and no document signed in connection with this Agreement shall be binding on Owner unless made, given or signed by Frank Peterson or Jake Eckholm.

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

c. Entire Agreement. This writing shall constitute the entire Agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into by the parties with respect to the subject matter hereof, and shall not be modified or amended, except in a subsequent writing signed by the party against whom enforcement thereof is sought.

d. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, assigns, officers, directors, employees, agents, heirs, executors, and administrators.

e. Full Execution. This Agreement requires the signature of both 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.

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

g. Non-Waiver. No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of the 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 shall not in any way be impaired or affected.

i. No Discrimination. Discrimination on the basis of religion, race, creed, color, national origin, age, sex, marital status, or handicapped condition by either party in respect to the construction of the Residence is prohibited.

j. Assignment or Delegation. Neither Builder nor Owner may assign all or any part of this Agreement. Provided, that Builder may delegate all or any part of its obligations to perform the services under this Agreement, to any persons or entities that Builder, in its sole discretion, deems appropriate, including sub-contractors. Such delegation shall be at the sole expense of Builder unless otherwise provided.

k. Notices. Any notices required or permitted to be given under this Agreement must be in writing and sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid, a recognized courier service (Federal Express, UPS, or DHL), or by email with confirmation of delivery received. The notice will be effective upon receipt.

To Builder:

19 Hartford Ave,
Muskegon, MI 49442
Attn: Kimi George
Phone: 231-728-3117
E-mail: Kimi@communityencompass.org

To Owner:

City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536
Attn: Jake Eckholm
Phone: 231-724-6780
Fax: 231-722-1214
E-mail: jake.eckholm@shorelinecity.com

With a contemporaneous copy to:

Parmenter O'Toole
601 Terrace Street
P.O. Box 786
Muskegon, Michigan 49443-0786
Attn: John Schrier
Phone: 231-722-5401
Fax: 231-722-5501
Email: john@parmenterlaw.com

l. Time is of the Essence. Builder and Owner acknowledge and agree that the time related provisions set forth herein are critical and essential terms of this Agreement and that time is of the essence with regard to the transactions contemplated in this Agreement. Failure to strictly comply with the time related provisions of this Agreement will be considered a breach of the entire Agreement.

m. Pronouns. For convenience, Owner has been referred to this Agreement sometimes in the singular and at other times in the plural.

n. Notice of Sale or Lease. Upon the sale or lease of the Residence by Owner to a third party, Owner shall provide notice to Builder of such sale or lease and provide builder with all contact information for the buyer/tenant, including a phone number and an email address.

EXHIBIT B

LEGAL DESCRIPTION

PIN: 61-24-205-352-0008-00

Address: 180 HOUSTON AVE
MUSKEGON, MI 49440

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 8 BLK 352

PIN: 61-24-205-364-0008-10

Address: 1141 JEFFERSON ST
MUSKEGON, MI 49440

CITY OF MUSKEGON REVISED PLAT OF 1903 S 68 FT LOT 8 BLK 364

~~***PIN:*** 61-24-205-384-0007-20~~

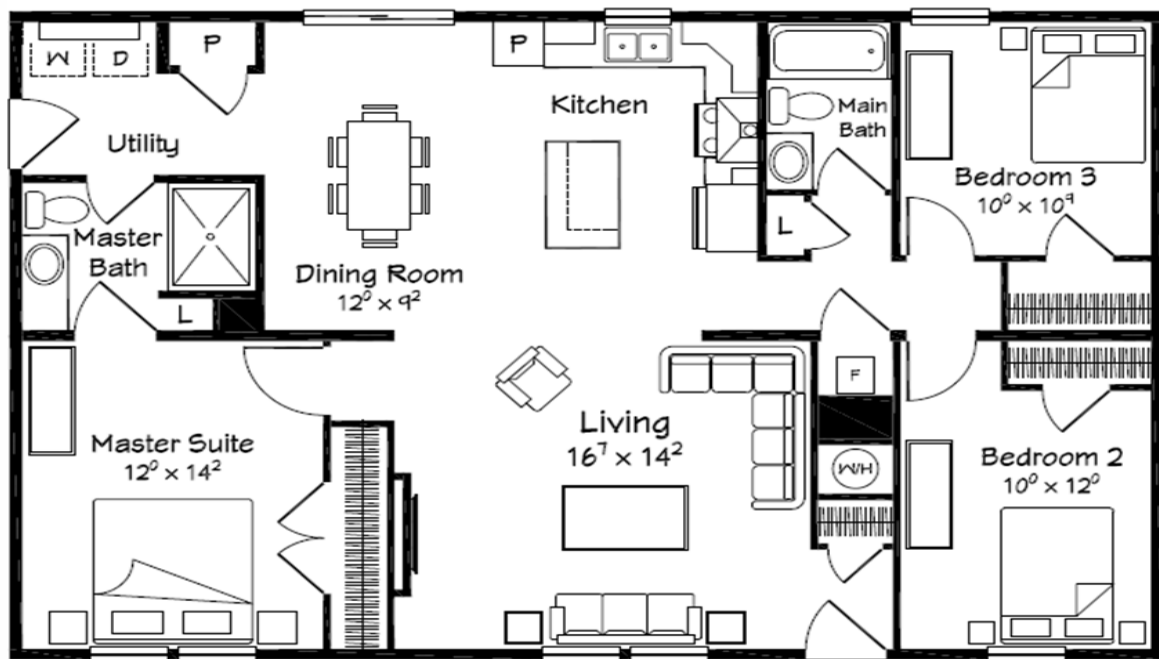
~~***Address:*** 1259 SANFORD ST
MUSKEGON, MI 49441~~

~~CITY OF MUSKEGON REVISED PLAT OF 1903 S 42 2/3 FT OF E 94 FT LOT 7 BLK 384~~

EXHIBIT C

PLANS AND SPECIFICATIONS

FORMAL SITE PLANS SUBMITTED TO PLANNING DEPARTMENT



Baldwin MasterCraft
1376 Sq. Ft.

EXHIBIT D

SITE PLAN

FORMAL SITE PLAN SUBMITTED TO PLANNING DEPARTMENT

EXHIBIT E

CHANGE ORDERS

Owner has requested, and Builder agrees to the following Modifications to the Plans with the cost/credit set forth below:

MODIFICATION	COST	CREDIT	ADJUSTED PRICE

Builder -

By: _____
Name: _____
Title: _____
Date: _____

Owner – THE CITY OF MUSKEGON

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT F

LONG TERM WARRANTY

EXHIBIT G

PERMITTED ENCUMBRANCES

RESIDENTIAL CONSTRUCTION AGREEMENT

OWNER

THE CITY OF MUSKEGON

BUILDER

COMMUNITY ENCOMPASS